

AMENDMENT # 4 to
2009 INTERAGENCY FIREFIGHTING CREW AGREEMENT

1. This is Amendment No. 4 to the 2009 Interagency Firefighting Crew Agreement (as amended from time to time the "**Agreement**") between the State of Oregon acting by and through its Oregon Department of Forestry hereafter called **Government**, and **(Please Print Company Name)** _____,

hereafter called **Contractor**. By signing this Amendment, **Contractor** agrees to be bound by the terms and conditions of this amendment for all crews awarded to your company.

2. The **Agreement** is hereby amended as follows:

Section 1.4 under RESOURCES AND COMPENSATION is deleted and is replaced in its entirety to read as follows:

1.4 **Contractor** must maintain and provide proof upon request by **Government** of training record inspections for firefighter positions on all proposed **Crews** prior to receiving award and prior to any annual extension. ODF will provide written acceptance of **Contractor Crews** upon verification of required training.

Section 1.6 under RESOURCES AND COMPENSATION is deleted and is replaced in its entirety to read as follows:

1.6 If, during the **Term of the Agreement**, the severity of the fire season warrants the hiring of additional **Crews**, **Government** may, in its sole discretion, request **Contractor** to offer additional **Crews**, or **Strike Team Leaders** from existing **Designated Dispatch Locations (DDL's)**. **Contractor** may, but is not required to offer to provide the requested **Contractor Resources**.

Section 10.8 under APPLICABLE LAW AND POLICIES is renumbered as 10.9 and a new Section 10.8 is added as follows:

10.8 Contractor shall comply with the requirements of E-Verify, as described in FAR Part 22 - Application of Labor Laws to Government Acquisitions - Subpart 22.18 - Employment Eligibility Verification. This subpart prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS) United States Citizenship and Immigration Service's employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees. Refer to Exhibit K - Special Contract Terms and Conditions, Schedule 1 - Federal Fires, 52.222-54. Point of Contact for compliance monitoring, administration, and questions concerning E-Verify is Ben McGrane, Supervisory Contract Specialist, US Forest Service, (541) 504-7273. The website for information on E-Verify is http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

10.9 **CONTRACTOR RESPONSIBILITIES** - **Contractor** shall be responsible for ensuring that all **Crew Members** of **Contractor's Crew** comply with the provisions of this **Section** and any failure to enforce this provision may result in all remedies and penalties permitted under this **Agreement**.

The definition of “Season” in Exhibit A – Definitions is replaced in its entirety to read as follows:

“**Season,**” for the purpose of firefighting experience, means a period of time of indeterminate length during the same calendar year or longer, which shall consist of at least 15 operational periods or more on any type (1 through 5) **Incident.**

Section B 1.0 is deleted and is replaced in its entirety to read as follows:

B 1.0 CREW COMPOSITION – Crew types covered by this **Agreement** shall be composed of the following numbers of personnel in each of the categories set forth below. A firefighter shall be considered an experienced firefighter **ONLY** upon completion of at least 15 operational periods within one calendar year or more as needed.

Section B 1.4 is deleted and is replaced in its entirety to read as follows:

B 1.4 **Contractor** shall ensure that all of **Contractor’s Crews** supplied under this **Agreement** meet all applicable requirements while providing **Services** under this **Agreement**. The training and experience records of all firefighters promoting to supervisory positions, STCR, **CRWB**, and FFT1, must be inspected and approved by ODF prior to award of crews, being issued an IQC, or being listed on the Company Manifest. **Contractor** shall not dispatch firefighters in the supervisory positions listed in B 1.4 to an Incident until proof of inspection by ODF has been documented in the firefighter training and experience file. All other firefighters not promoting may be approved by any **Government** agency listed by definition.

Exhibit B, TABLE 1 is deleted and is replaced in its entirety to read as follows:

TABLE 1. GUIDE FOR POSITION CERTIFICATION

Firefighter FFT2	<ol style="list-style-type: none"> 1. Complete S-130/S-190/L-180 training. 2. Pass pack test. 3. Become certified as an FFT2.
Advanced Firefighter/ Squad Boss FFT1	<ol style="list-style-type: none"> 1. Complete Annual Refresher training prior to each season. 2. Pass pack test prior to each season. 3. Work on at least three wildfire Incidents that include Hotline activities and total at least fifteen (15) Operational Periods on Type 1, 2, 3, 4 or 5 Incidents. This meets requirement for satisfactory performance as FFT2 and one Season of experience. 4. Eligible to become a FFT1 Trainee once above requirements are met. 5. Complete S-131 and S-133. 6. FFT1 task book is issued and Firefighter becomes an FFT1 Trainee. 7. As an FFT1 Trainee, work on at least three (3) training/evaluation assignments on wildfire Incidents that included Hotline activities and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 Incidents and complete the FFT1 portion of the FFT1/ICT5 task book. This meets requirement for satisfactory position performance as an FFT1. 8. Become certified as an FFT1/Squad Boss.
Crew Boss CRWB	<ol style="list-style-type: none"> 1. Complete Annual Refresher training prior to each fire season. 2. Pass pack test prior to each fire season. 3. Work on an additional three (3) wildfire Incidents that included Hotline activities and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 fires. This meets the satisfactory performance requirement as FFT1/Squad Boss. 4. Eligible to become a CRWB Trainee once above requirements are met.

	<p>5. Complete S-230 and S-290.</p> <p>6. CRWB task book is issued and Firefighter becomes a CRWB Trainee.</p> <p>7. As a CRWB Trainee, work on at least three (3) training/evaluation assignments on wildfire Incidents that included Hotline activities and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 Incidents and complete the CRWB task book. This meets requirement for satisfactory position performance as a CRWB.</p> <p>8. Become certified as a CRWB.</p>
Strike Team Leader Crew STCR	<p>1. Complete Annual Refresher training prior to each fire season.</p> <p>2. Pass pack test prior to each fire season.</p> <p>3. As a CRWB, work on an additional three (3) wildfire Incidents that included Hotline activities and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 fires. This meets the satisfactory performance requirement as CRWB.</p> <p>4. Eligible to become a STCR Trainee once above requirements are met.</p> <p>5. Complete S-215 and S-330.</p> <p>6. STCR task book is issued and Firefighter becomes a STCR Trainee.</p> <p>7. As a STCR Trainee, work on at least three (3) training/evaluation assignments on wildfire Incidents that each had one Operational Period requiring suppression action on active flame (Hotline) and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 Incidents and complete the STCR task book. This meets requirement for satisfactory position performance as a STCR.</p> <p>8. Become certified as a STCR.</p>

Section B 2.7 is deleted and is replaced in its entirety to read as follows:

B 2.7 General Faller Guidelines. Sawyer certification requires completion of the Faller A portion of the BLM **Position Task Book**. Evaluators must be Faller Class B or C qualified. (Copies of **PTB** may be obtained from the BLM Fire Training web site: <http://www.fire.blm.gov/training/blmtrng.html>.)

1. The Faller **PTB** may be issued prior to completion of S-212 or the field evaluation process to provide an opportunity to complete tasks during the class and field evaluation.
2. S-212 Wildland Fire Chain Saws is required for all certification levels.
3. Following successful completion of the S-212 classroom portion, a field evaluation process is required.
4. The field evaluation process must be documented on a Field Evaluation Form or similar document.
5. To be consistent with policy outlined in the Interagency Standards for Fire and Fire Aviation Operations, Faller certification/qualification has a currency of five years.
6. Recertification is required after currency expires.
7. Persons currently qualified as sawyers must complete a Faller Class A **PTB** and recertify prior to 2014.

Note: Faller B and C are not part of this Agreement, but are included to show progression and certification requirements for evaluation purposes.

Section B 3.0 is deleted and is replaced in its entirety to read as follows:

B 3.0 ADDITIONAL TRAINING AND QUALIFICATION REQUIREMENTS – All **Crew Members** must meet the following additional training and qualification requirements. Training must be provided by an instructor who has been certified or approved by a recognized national or local **Contractor** Association or **Government**-approved educational institution. These associations or educational institutions must have a current Memorandum of Understanding with the **Pacific Northwest Wildfire Coordinating Group (PNWCG)** certifying that the instruction will meet **NWCG** course

content and **PNWCG** instructor standards. **Contractor** represents and warrants that each firefighter has met the minimum training and experience requirements for the position or positions to which each **Crew Member** is assigned. **Contractor** shall ensure that evidence of compliance is placed in all required **Crew Member** records that must be maintained under the **Agreement**. **Contractor** must ensure that all training received by **Contractor's Crew Members** meets the course content, objectives and instructor standards listed in the Instructor Guide for each course, PMS 901-1 and PMS 907.

Sub-section B 3.1.1 is deleted and is replaced in its entirety to read as follows:

B 3.1.1 **Contractor** shall ensure that all returning **Crew Members** complete the Annual Fireline Safety Refresher Training. Annual Fireline Safety Refresher Training must be at least six (6) hours in length and must include the following core topics:

- Entrapments** – Use training and reference materials to study the risk management process (as identified in the **Incident** Response Pocket Guide) and rules of engagement (e.g., LCES, 10, 18, Look Up, Look Down, Look Around).
- Current Issues** – Review and discuss identified “hot topics” and “national emphasis topics”. Review forecasts and assessments for the upcoming fire season and discuss implications for firefighter safety.
- Fire Shelter** – review and discuss last resort survival. Conduct “hands-on” fire shelter inspections. Practice shelter deployments in applicable **Crew**/module configurations. No “live fire” exercises for the purpose of fire shelter deployment training will be conducted.
- Other Hazards and Safety Issues** – Choose additional hazard and safety subjects, which could include SAFENET, current safety alerts, site/unit specific safety issues and hazards.

Sub-section B 3.2.2 is deleted in its entirety, and sub-sections B 3.2.3 and B 3.2.4 are renumbered as follows:

B 3.2.2 **Contractor** must annually maintain copies of current language skill analysis certificate “if required,” most recent fire experience Crew Time Report (CTR) in current position, current year certificate of refresher training, and documentation that the **Crew Member** has met the work capacity fitness test requirement (Pack Test) for **Crew Members** who have been verified and approved in their current position. These copies must be documented in **Crew Member's** training and experience file and available at **Administering Agency** request.

B 3.2.3 Every **Crew Member** must carry a current **Government** (state or federal) issued photo identification card that includes the name and date of birth of the **Crew Member**. Documents which satisfy this requirement include a driver's license, passport, or state identification card. **A student identification card is not acceptable**. Both the IQC and the photo identification card described in this **Section** must be available for inspection upon arrival at an **Incident** and upon request thereafter.

Section B 5.3 is deleted and is replaced in its entirety to read as follows:

B 5.3 Qualified individuals may take their **original** certificate or roster issued by specified third-party assessment entity, stating “Pass”, and indicating “LSA-E” (may supervise English speaking **Crews** only) or “LSA-E/S” (may supervise both English and Spanish speaking **Crews**) or “LSA-E/R” (may supervise both English and Russian speaking **Crews**), to **Contractor** to be included in the firefighters training and experience file. The **Administering Agency PCSU** may request a copy sent by fax to 503-945-7494, or mail for comparison with a roster obtained from the testing authority. **Contractor** does not need to send a copy to the **PCSU** unless requested to do so. The issuer of IQC cards shall incorporate one of the specified LSA designations in the IQC Position Qualifications Block. Original LSA certificates shall be placed into **Section 4** in the firefighter's training and experience file. (See **Exhibit E** Training Records Format) Firefighters who do not take, or take and do not pass the English language assessment shall be listed as an experienced FFT2 red dot on their qualification card and on all manifests. These firefighters are not to be presented as **Trainees** or offered for **Incident** LSA monitoring. Only FFT1 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process can be issued an IQC showing a language designation as NT after training record verification. All other supervisory firefighters must complete pre-season LSA testing. NT designation requires language testing and approval at each **Incident**. FFT2

TRAINEES FOR FFT1 positions that do not have LSA on their Incident Qualification Cards are to be monitored for language skills using Attachment 2 to Exhibit B- English/Reading Requirement Evaluation Process. Any firefighter previously listed with an NT designation shall complete LSA testing before being shown or used in any supervisory position during any following agreement period.

Section B 5.6 is deleted and is replaced in its entirety to read as follows:

B 5.6 To ensure a uniform process is available to evaluate Strike Team Leader, **Crew Boss** and Squad Boss compliance with the requirements of **B 5.0** during the fire season, **Government** personnel may conduct English language communication skills assessments of individual **Contractor** personnel at an **Incident**, and shall use **Attachment 2 to Exhibit B** of this **Agreement** to conduct the assessment.

Section E 1.3 is deleted and is replaced in its entirety to read as follows:

E 1.3 **Records** shall be maintained as described in this **Exhibit** so that easy verification or inspection by an ODF Representative can be accomplished when required. **Records** not in this format at the time of records inspections will be considered non-compliant. Records shall be inspected as specified in Agreement specification 1.4, and Exhibit B 1.4.

Section E 4.6 is deleted and is replaced in its entirety to read as follows:

E 4.6 All **Crew Members** are required to possess a valid Incident Qualification Card (IQC) prior to being listed on a **Contractor Hand Crew Manifest** or being dispatched to any **Incident**. The requirements for obtaining an IQC are set forth in **Exhibit B**. Upon any change of employment, a **Crew Member** must be issued a new IQC before being listed on a manifest or assigned to an **Incident** by the **Contractor** hiring the **Crew Member** (the "Hiring **Contractor**"). A firefighter may be listed on only one (1) **Contractor** manifest and be employed by only one (1) **Contractor** at any time. All transferred firefighters must be identified on **Company Manifests** and **Hand Crew Manifest** Forms as a transferred **Crew Member**.

The following Exhibits are deleted and replaced in their entirety to read as follows:

EXHIBIT I – Wildland Firefighting Training Resources

“FIREFIGHTING CONTRACTOR ASSOCIATIONS” is deleted in its entirety and is replaced to read as follows:

Exhibit I - Wildland Firefighting Training Resources

To assure sufficient wildland fire training opportunities are available for private sector **Contractors** who participate in the **Crew** and engine/tender contracts, and that this training meets or exceeds National Wildfire Coordinating Group (NWCG) standards, the **Pacific Northwest Wildfire Coordinating Group (PNWCG)** has entered into Memorandums of Understanding (MOU's) with representatives of two groups of training providers. The groups are **Firefighting Contractor Associations** and Public Education Providers. Below are the list of associations and institutions that have valid MOU's with **PNWCG**:

FIREFIGHTING CONTRACTOR ASSOCIATIONS

Incident Management Services & Training, Inc

PO Box 1328
Edmonds, WA 98020
G. Elton Thomas
Phone: (425) 417-7977
Fax: (425) 776-0467
Email: elton@wavecable.com

National Firefighter Training & Carding Assoc.

PO Box 974
Philomath, OR 97370
John Berger (President)
Phone: (541) 929-7802
FAX: (541) 929-7803
Email: John_Berger@nftca.com
Web page: www.nftca.com

National Wildfire Suppression Assoc.

PO Box 330
Lyons, OR 97358
Deborah Miley (Executive Director)
Phone: (877) 676-6972
FAX: (866) 854-8186
Email: info@nwsa.us
Web page: www.nwsa.us

Northern Contractors Assoc.

PO Box 427
Barriere, BC V0E1E0
Mike Dewey
Phone: (250) 672-2120
FAX: (250) 672-2190
Email: mike_dewey@telus.net

Oregon Firefighting Contractors Assoc.

PO Box 418
Merrill, OR 97630
Steve Clark (President)
Phone: (541) 510-1219
FAX: (541) 798-5107
Email: steve@oregonwoods.com

Three Sisters Wildfire Contractor's Assoc. Inc.

PO Box 142
Sisters, OR 97759
Paul Asher (President)
Phone: (541) 549-8375
FAX: (541) 549-8129
Email: dan@tswca.org
Web page: www.tswca.org

Washington Contract Firefighters Assoc.

348 Twisp Carlton Rd
Carlton, WA 98814
Kevin Curfman (President)
Phone: **(360) 880-3473**
Email: kcurfman@compprime.com

Wildland Forestry Assoc.

PO Box 1277
LaPine OR 97739
Butch Crume (President)
Phone: (541) 536-7419
FAX: (541) 536-8614
Email: bcrume@coinet.com

**EXHIBIT J – SPECIAL COMPENSATION ISSUES AND PAYMENT CENTERS
 “SCHEDULE 3 – WASHINGTON FIRES” under “Northeast Region” address is
 changed to read as follows:**

For obtaining payment from WDNR, **Contractor** shall submit its invoice to the appropriate regional office listed below:

WA Dept of Natural Resources 1111 Washington Street SE PO Box 47037 Olympia WA 98504-7037 (360) 902-1300	Southeast Region 713 E Bowers Rd Ellensburg WA 98926-9341 (509)925-8510	Northeast Region 225 S Silke Rd Colville WA 99114-0190 (509) 684-7474
Northwest Region 919 N Township Street Sedro Woolley WA 98284-9395 (360) 856-3500	South Puget Sound Region 950 Farman Street N PO Box 68 Enumclaw WA 98022-0068 (360) 825-1631	Olympic Region 411 Tillicum Lane Forks WA 98331-9797 (360) 374-6131
Pacific Cascade Region 601 Bond Road PO Box 280 Castle Rock WA 98611-0280 (360) 577-2025		

EXHIBIT K – Special Contract Terms and Conditions

“SCHEDULE 1 – FEDERAL FIRES” is deleted in its entirety and is replaced to read as follows:

Exhibit K - Special Contract Terms and Conditions

SCHEDULE 1 - FEDERAL FIRES
FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The following terms and conditions, as well as those incorporated herein, may apply to any Federal use.

Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (Dec 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (v) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (vii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (ii) [52.232-1](#), Payments (Apr 1984).
- (iii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
- (iv) [52.232-11](#), Extras (Apr 1984).
- (v) [52.232-25](#), Prompt Payment (Oct 2008).
- (vi) [52.233-1](#), Disputes (July 2002).
- (vii) [52.244-6](#), Subcontracts for Commercial Items (Dec 2010).
- (viii) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Oct 2010) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).
- (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) [52.222-37](#), Employment Reports on Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).
- (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
 - (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).
- (x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#).)

(2) Listed below are additional clauses that may apply:

- (i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).
- (ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
- (iii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)
- (iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
- (v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR [52.252-2](#), *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/FAR/>

[52.222-54](#) Employment Eligibility Verification (Jan 2009)

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

3. Except as expressly amended above, all other terms and conditions of the original **Agreement** are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original **Agreement** are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)- (B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

CONTRACTOR

By Signature _____

Printed Name: _____

Title: _____

Company Name _____

Date: _____

STATE OF OREGON by and through its Agency

By _____
Shannon Rand- Designated Procurement Officer

Date