ATTACHMENT 2

2013 INTERAGENCY FIREFIGHTING CREW AGREEMENT

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INTERAGENCY FIREFIGHTING CREW AGREEMENT

This **INTERAGENCY FIREFIGHTING CREW AGREEMENT** (the "**Agreement**") is entered into by and between _____ (the "**Contractor**") and the **State of Oregon** acting by and through the Oregon Department of Forestry ("**ODF**" or the "**Administering Agency**") for and on behalf of the parties to the **Master Cooperative Fire Protection Agreement** (the "**Master Agreement**") that are included within the definition of **Government** in **Exhibit A** to this **Agreement**. Defined terms used in the **Agreement** are shown in **Bold** and are defined in **Exhibit A.**

When referring to a specific Section in an Exhibit, the reference will refer to the Exhibit and then the Section. For example, a reference to Section 4.3 of **Exhibit B** will be shown in the **Agreement** as B 4.3.

The Parties agree as follows:

AGREEMENT

RESOURCES AND COMPENSATION

1.0 SCOPE OF THE AGREEMENT AND PROVISION OF RESOURCES:

1.1 This **Agreement** is applicable to the contracting of **Contractor Resources** to entities within the scope of the definition of **Government** as set forth in **Exhibit A** to provide **Services** for wildland fires within the states of Oregon and Washington. **Government** may dispatch contract **resources** outside of Oregon and Washington. See **D 9.0**.

1.2 During the **Term of the Agreement**, the **Contractor** shall provide the **Crew** identified in **Attachment A** together with all required **Contractor Resources** and shall perform the **Services** required in strict accordance with the terms and conditions of this **Agreement**.

1.3 The **Contractor Resources** provided by the **Contractor** must meet and comply with all of the applicable requirements of this **Agreement**.

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.

1.5 This **Agreement** does not guarantee that the **Contractor** will receive a dispatch to provide **Services**. Nothing in this **Agreement** shall preclude a **Government** or a **Protective Association** from utilizing **resources** from any source prior to or instead of the **Contractor Resources** provided by **Contractor** pursuant to this **Agreement** when, at the discretion of the **Government** or **Protective Association,** such utilization is in the public interest of effectively and efficiently deploying available **resources** to best control an existing fire situation.

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**.

1.7 If **Government** accepts the offer by the **Contractor** to provide additional **Contractor Resources** from an existing **DDL**, **Contractor** shall receive compensation for such additional **Resources** at the rates set forth in this **Agreement.** The additional **Contractor Resources** must meet all of the requirements contained in this **Agreement** for such **Resources**. The additional **Crews** will be added to the bottom of the **Best Value Ranking** dispatch list and will be ranked according to the **Best Value Ranking** of the **Contractor**.

2.0 COMPENSATION

2.1 **Contractor** shall be compensated for the **Crew** and all **Contractor Resources** (a) at the rates set forth in **Attachment A**, and (b) in accordance with the terms and conditions contained in **Exhibit C**.

2.2 **Contractor** shall be compensated solely by the **Government** or **Protective Association** issuing the **Resource Order** for **Services** for the specific **Incident** that is the subject of the **Resource Order**.

2.3 The responsible entity as determined in accordance with Section **3.0** shall be solely responsible for the payment of compensation to the **Contractor** and **Contractor** shall not seek compensation from the **Administering Agency** or any other **Government** or **Protective Association**.

2.4 Prices shall be firm for the **Initial Term of the Agreement. Contractor** may request Price adjustments in writing no later than sixty (60) **Days** prior to the expiration of the **Initial Term of the Agreement**, or if applicable, no later than sixty (60) **Days** prior to the expiration of any **Extension Term**. Price Adjustments shall not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index based on the Portland/Salem Urban Consumers percentage difference between: (a) July 1, 2013 and July 1, 2014 (for a first **Extension Term**, if any – see Section 4.7 of this **Agreement**); (b) July 1, 2014 and July 1, 2015 (for a second **Extension Term**, if any); (c) July 1, 2015 and July 1, 2016 (for a third **Extension Term**, if any); and (d) July 1, 2016 and July 1, 2017 (for a fourth **Extension Term**, if any).

3.0 DISPATCH OF CONTRACTOR RESOURCES:

3.1 The **Contractor** shall provide the **Contractor Resources** to, and shall perform the **Services** for, the **Government** entity identified by a **Resource Order** issued to the **Contractor** in accordance with **Exhibit D**.

3.2 Upon acceptance of the **Resource Order** and continuing through the **Length of Assignment** of the **Crew**, in addition to compliance with the terms and conditions of this **Agreement, Contractor** shall also comply with the special terms and conditions of the **Government** entity that is the recipient of the **Services**. The special terms and conditions are set forth as follows:

3.2.1 For the State of Oregon, see **Exhibit K, Schedule 2.**

3.2.2 For the State of Washington, see **Exhibit K, Schedule 3**.

3.2.3 For a federal entity, see **Exhibit K, Schedule 1**.

TERM AND EXTENSION

4.0 TERM OF THE AGREEMENT AND OPTION TO EXTEND

4.1 The **Initial Term of the Agreement** shall commence on the **Effective Date** and expire upon the execution of an extension to the **Agreement** or November 30, 2014, whichever is earlier, unless terminated sooner in accordance with the **Agreement.**

4.2 The **Administering Agency** shall, at its sole discretion, have the option to extend the **Term of the Agreement** for up to four additional one-year periods (each an "**Extension Term**"). If the **Administering Agency** intends to extend the **Term of the Agreement**, it shall transmit a **Renewal Notice** to the **Contractor** no later than ninety (90) **Days** prior to the expiration of the **Initial Term of the Agreement**, or if applicable, no later than ninety (90) **Days** prior to the expiration of any **Extension Term**.

4.3 If the **Contractor** wants to accept the extension, the **Contractor** must sign and return the **Renewal Notice** by the time specified in the notice. If **Contractor** does not return the signed **Renewal Notice** by the time set forth in the notice, the **Agreement** shall expire in accordance with its terms.

4.4 **Contractor** may request a Price adjustment only as described in Section 2.4. Adjustment of Price is within the sole discretion of **ODF**. **Contractor** shall be advised of **ODF's** decision on the Price adjustment request in the **Renewal Notice**.

4.5 If the price for the **Crew** is adjusted for the **Extension Term**, there will be no adjustment to the **Contractor's Best Value Ranking.**

4.6 **Government** shall not dispatch and **Contractor** shall not accept dispatch to an **Incident** during the **Extension Term** until it has complied with all of the extension requirements specified by the **Administering Agency**.

4.7 The **Contractor** has no entitlement to any extension of the **Agreement. Administering Agency** may, at its sole option and discretion, decide whether to offer any extension of the **Agreement** to the **Contractor. Administering Agency** reserves the right not to issue a **Renewal Notice** to some or all **Contractors**, to issue a new solicitation for **Incident Crew Resources**, to terminate the fire **Crew** program, or to take any other action with respect to the fire **Crew** contracting program that **Administering Agency** determines to be in the best interest of the **Government**, or the public.

4.8 Notwithstanding anything to the contrary in this **Agreement**, **Administering Agency** reserves the right, to be exercised in its sole discretion, to extend the **Agreement** for a maximum of one (1) calendar month beyond any term, at the pricing established for the then-current term. **Administering Agency** shall notify **Contractor** in writing of the one-month extension prior to the expiration of the then-current term. This Section does not authorize the establishment of consecutive one-month extensions of the **Agreement**.

5.0 TERMINATION OF THE AGREEMENT - The **Agreement** may be terminated as follows:

5.1 The **Agreement** may be terminated at any time by mutual written agreement of the **Contractor** and the **Administering Agency.**

5.2 The **Agreement** may be terminated by the **Administering Agency** at its sole discretion, for any reason or no reason, upon 30 **Days** written notice to the **Contractor**.

5.3 The **Administering Agency** may terminate the **Agreement** immediately, or upon such conditions as are contained in a written notice, if **Contractor** is in breach of the **Agreement** or in default of the **Agreement** as described in Section **8.0**.

5.4 **Contractor** may terminate the **Agreement** if the entity issuing the **Resource Order** fails to pay invoiced charges in accordance with Section **2.0** above, and such invoices remain unpaid for sixty (60) **Days** after the receipt of an invoice for the charges. **Contractor** may not terminate the **Agreement** if a good faith dispute exists between **Contractor** and the entity issuing the **Resource Order** with respect to the amount owed to **Contractor**.

5.5 Falsification of **DDL** is cause for rejection of the **Crew** and termination of the **Agreement** at no expense to **Government.**

6.0 MERGER CLAUSE; AMENDMENT; WAIVER:

6.1 The **Agreement** constitutes the entire agreement between the **Contractor** and **Administering Agency** on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the **Agreement**.

6.2 No waiver, consent, or amendment of terms of the **Agreement** shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given.

6.3 The failure of the **Administering Agency** to enforce any provision of the **Agreement** shall not constitute a waiver by the **Administering Agency** of that provision or any provision.

CONTRACT COMPLIANCE, BREACH AND REMEDIES

7.0 ADMINISTRATION OF THE AGREEMENT – The **Protection Contract Services Unit** ("**PCSU**") of the **Administering Agency** shall be responsible for administration of the **Agreement** in accordance with **Exhibit H**.

8.0 DEFAULT:

8.1 **Contractor** shall be in default of this **Agreement** and any **Resource Order** under the following circumstances:

8.1.1 **Contractor** institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

8.1.2 **Contractor** no longer holds a license or certificate that is required for **Contractor** to perform its obligations under this **Agreement** and **Contractor** has not obtained such license or certificate within ten (10) **Business Days** after delivery of a notice by the **Administering Agency** or such longer period as the **Administering Agency** may specify in such notice; or

8.1.3 **Contractor** commits any material breach or default of any covenant, warranty, obligation or certification under the **Agreement** and such breach, default or failure is not cured within ten (10) **Business Days** after delivery of a notice of default by the **Administering Agency** or such longer period as the **Administering Agency** may specify in such notice.

8.2 The **State** is in default of this **Agreement** if the **State** commits any material breach or default of any covenant, warranty, obligation or certification under this **Agreement** and such breach, default or failure is not cured within sixty (60) **Business Days** after **Contractor's** delivery of a notice of default to the **State** or such longer period as the **Contractor** may specify in such notice.

9.0 REMEDIES - If **Contractor** is in breach or default of the **Agreement**, the **State** is entitled to the following remedies in addition to any administrative remedy taken pursuant to **Exhibit H** of the **Agreement**:

9.1 Recovery of any and all damages suffered as the result of **Contractor's** default, including but not limited to direct, indirect, incidental and consequential damages and damages provided by any other applicable Oregon law.

9.2 Termination of this **Agreement** under Section **5.0.**

9.3 Initiation of an action or proceeding for specific performance or declaratory, injunctive or equitable relief.

9.4 Exercise of its right of setoff, and withholding of monies otherwise due and owing.

9.5 These remedies are cumulative to the extent the remedies are not inconsistent, and the **State** may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

APPLICABLE LAW AND POLICIES

10.0 COMPLIANCE WITH APPLICABLE LAWS, STANDARDS AND POLICIES -- During the **Term of the Agreement**, **Contractor** shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the **Agreement** and any **Resource Order**, including without limitation, the following:

10.1 OCCUPATIONAL SAFETY AND HEALTH AGENCY (OSHA). The following safety and health codes are applicable to the **Agreement** for the states of Oregon and Washington:

10.1.1 OR-OSHA, OAR Chapter 437, Occupational Safety and Health Codes, and

10.1.2 WISHA, Washington Industrial Safety and Health Act, RCW 49.17.

10.1.3 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT. **Contractor** must comply with the requirements of The Migrant and Seasonal Agricultural

Worker Protection Act (**MSPA**) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR500). This law requires any employer who hires or anticipates hiring **Crew Members** subject to **MSPA** to (a) obtain a **MSPA** registration number, and (b) provide licensed **MSPA** drivers. At all times during the **Term of the Agreement**, **Contractor** shall maintain in full force and effect required **MSPA** certification. **Contractor** must provide a photocopy of the vehicle certificate to the **Administering Agency**, and provide evidence of compliance with this Act upon request by a representative of any **Government** entity.

10.2 US DEPARTMENT OF LABOR WAGE DETERMINATION AND STATE MINIMUM WAGE. **Contractor** must compensate all **Crew Members** in accordance with (a) the applicable hourly wage rate provisions of (i) the Wage Determination issued pursuant to the federal Service Contract Act, or (ii) state minimum hourly wage rates, whichever is higher, and (b) the applicable Fringe Benefits set forth in the Wage Determination. Wage Determination can be found at http://wdol.gov/wdol/scafiles/non-std/95-0221.sca. It is the Contractor's responsibility to ensure that it is using the most **current** rate provisions for compensation.

10.3 LICENSE REQUIREMENTS - At all times during the **Term of the Agreement**, **Contractor** shall maintain in full force and effect an Oregon Farm/Forest Labor Contractor License from the Oregon Bureau of Labor and Industries ("**BOLI**"). The **Contractor** must provide **Administering Agency** a photocopy of a valid and current Oregon Farm/Forest Labor Contractor License (OR F/FLCL), or written temporary operating authority issued by **BOLI**. The license number must have the forest category endorsement.

10.4 PROHIBITION OF DRUGS, AND ALCOHOL - **Contractor** and **Contractor's Crew Members** are prohibited from engaging in the manufacture, distribution, dispensing, possession or use of controlled substances or alcohol (a) while on **Government Property**, or (b) while in fire camp, or (c) **Under Hire**, or (d) at any time while providing **Services** under this **Agreement**.

10.5 PROHIBITION OF DANGEROUS WEAPONS - The possession of firearms or other dangerous weapons (as defined in 18 USC 930 (g) (2)) is prohibited at all times (a) while on **Government Property**, or (b) while in fire camp, (c) **Under Hire**, or (d) at any time while providing **Services** under this **Agreement**. The term "dangerous weapon" does not include a pocket knife with a blade less than 2 ½ inches in length or a multi-purpose tool.

10.6 DRUG FREE WORKPLACE – **Contractor** shall comply with the provisions of Federal Acquisition Regulation (FAR) clause 52.223-6 (Drug Free Work Place [May 2001]).

10.7 HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE – **Contractor** shall ensure that all **Crew Members** conduct themselves so as to ensure the maintenance of a work and rest environment free from behavior, action, or language that is or may be perceived by others as hostile, intimidating, violent or abusive. Harassment or discrimination in any form is unacceptable conduct and will not be tolerated. Therefore, the following policies and orders are incorporated by reference into this **Agreement**:

Oregon Department of Forestry policy 50.010.01;

Washington State Department of Natural Resources Policy POL 01-037;

U.S. Department of Agriculture, Title VII, Civil Rights Act of 1964; Executive Order EO-11246 and U.S. Forest Service Harassment Free Workplace Policy.

10.8 **EMPLOYMENT OF ELIGIBLE WORKERS (FSAR 4G52.222-701) (DEC 1999)**

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS), now the United States Citizen and Immigration **Services**, established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (8 CFR 274a).

Contractor must:

1. Have all employees complete and sign the I-9 Form to certify that they are eligible for employment;

2. Examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual;

3. Record information about the documents on the form, and complete the certification portion of the form;

4. Retain the form for 3 years, or 1 year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the **Agreement**. If **Contractor** employs unauthorized workers during contract performance in violation of section 274A, the **Government** may terminate the **Agreement**, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, **Contractor**s should contact the Employer and Labor Relations Officer of their local United States Citizen and Immigration **Services** office.

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**.

GENERAL TERMS AND CONDITIONS

11.0 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:

The **Contractor** represents and warrants as follows:

11.1 **Contractor** has the power and authority to enter into and perform the **Agreement**. The **Agreement**, when executed and delivered, is a valid and binding obligation of **Contractor** enforceable in accordance with its terms.

11.2 The **Crew** and all **Contractor Resources** provided by the **Contractor** shall meet all of the applicable requirements contained in the **Agreement**.

11.3 All **Services** required to be performed by **Contractor** and **Crew** shall be performed in accordance with the highest applicable professional or industry standards and the terms and conditions of the **Agreement**.

12.0 INSURANCE

Prior to the **Effective Date** of the **Agreement**, **Contractor** shall provide the insurance described in **Exhibit G**.

13.0 TIME IS OF THE ESSENCE:

Contractor agrees that time is of the essence for **Contractor's** performance of its obligations under the **Agreement** and any **Resource Order**.

14.0 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

14.1 **Contractor** is, and shall act at all times with respect to the **Services** provided under this **Agreement** as an independent **Contractor** and not as an officer, **Crew Member**, or agent of **Government**. **Contractor** shall have no right or authority to incur or create any obligation for, or legally bind **Government** in any way. **Contractor** acknowledges and agrees that **Contractor** is

not an officer, **Crew Member**, or agent of the **Administering Agency**, the **State of Oregon** or any other entity within the definition of **Government** as defined in this **Agreement**.

14.2 If **Contractor** is currently performing work for the **Administering Agency**, the **State of Oregon** or any entity within the definition of **Government**, **Contractor,** by signature to this **Agreement,** declares and certifies that: **Contractor**'s **Services** to be performed under this **Agreement** create no potential or actual conflict of interest as defined by ORS Chapter 244 or any other similar statute, rule, law or regulation that would prohibit **Contractor**'s performance under this **Agreement**.

14.3 **Contractor** shall be responsible for all federal, state and local taxes applicable to compensation or payments paid to **Contractor** under this **Agreement.**

15.0 INDEMNIFICATION:

15.1 **Contractor** shall defend, save, hold harmless, and indemnify the **State of Oregon,** the **Administering Agency** and each of the entities within the definition of **Government,** and their respective officers, employees and agents (collectively, the "**Indemnified Parties**") from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description at trial, on appeal and in connection with any petition for review (collectively, "**Claim**") which may be brought or made against any of the **Indemnified Parties** arising out of or related to (i) any personal injury, death or **Property** damage caused by any alleged act, omission, error, fault, mistake, negligence or intentional or willful conduct of **Contractor**, its **Crew Members** or agents, arising out of or related to this **Agreement**, (ii) any act or omission by **Contractor** that constitutes a material breach of this **Agreement**, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the goods. Upon receiving information regarding a **Claim**, the **Indemnified Party** shall promptly notify **Contractor** in writing of the **Claim**. **Contractor's** obligation under this **Section** shall not extend to any **Claim** primarily caused by the negligent or willful misconduct of an **Indemnified Party**.

15.2 The Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of the **State of Oregon** or its officers, employees or agents, prior to such action or representation. Further, the **State**, acting by and through its Department of Justice, may assume its own defense, including that of the **State of Oregon** at any time when in the **State's** sole discretion, it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the **State** or an **Indemnified Party**; (iii) important governmental interests are at stake; or (iv) the best interests of the **State** are served thereby. **Contractor's** obligation to pay for all costs and expenses shall include those incurred by the **State** in assuming its own defense and that of the **Indemnified Parties** under (i) and (ii) above.

15.3 **Contractor hereby waives any requirement imposed by state or federal law requiring that an indemnification provision be obvious or conspicuous.**

16.0 NOTICES:

16.1 Each party giving or making any notice, request, demand or other communication (each a "**Notice**") pursuant to this **Agreement** shall give the **Notice** in writing and use one of the following methods of delivery, each of which for purposes of this **Agreement** is a "writing"; personal delivery, Registered or Certified Mail (in each case return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile or email.

16.2 Any party giving a **Notice** shall address the **Notice** to the appropriate person at the receiving party (the "**Addressee**") at the address listed on the signature page of the **Agreement** or to another **Addressee** or another address as designated by a party in a **Notice** pursuant to this **Section**.

16.3 Except as provided elsewhere in this **Agreement**, a **Notice** is effective only if the party giving the **Notice** has complied with Sections 16.1 and 16.2 and if the **Addressee** has received the **Notice**.

17.0 GOVERNING LAW, VENUE AND CONSENT TO JURISDICTION:

17.1 The **Agreement** and any **Request Order** shall be governed by and construed in accordance with the laws of the **State of Oregon**, without regard to principles of conflicts of laws.

17.2 Any claim, action, suit or proceeding (collectively, "**Action**") between the **State** and **Contractor** that arises from or relates to the **Agreement** shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the **State of Oregon**; provided, however, if an **Action** must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONTRACTOR** HEREBY CONSENTS TO THE ***IN PERSONAM*** JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the **State's** sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to **Actions** or jurisdiction based thereon.

18.0 SURVIVAL:

Any terms of this **Agreement** which by their context or nature are intended to survive termination or expiration, including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination, and remedy provisions, shall survive the termination or expiration of this **Agreement**.

19.0 SEVERABILITY:

If any provision of the **Agreement** is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the **Agreement** did not contain the particular provision held to be invalid.

20.0 ASSIGNMENT AND DELEGATION:

20.1 No party may assign any of its rights under this **Agreement** except with the prior written consent of the other party. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section,

20.1.1 A change of control shall constitute an assignment of rights; and

20.1.2 “Merger” refers to any merger in which a party participates regardless of whether it is the surviving or disappearing entity.

20.2 **Contractor** may not delegate any performance under this **Agreement**.

20.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

21.0 THIRD PARTY BENEFICIARIES:

The **State of Oregon** and **Contractor** are the only parties to the **Agreement** and are the only parties entitled to enforce the terms of this **Agreement.** Nothing in this **Agreement** gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this **Agreement**. **Entities within the definition of Government are intended as third party beneficiaries of this Agreement.**

22.0 ACCESS TO RECORDS AND AUDIT RIGHTS:

Contractor shall maintain, retain, and keep accessible all records relevant to the **Agreement** (the "**Records**") for a minimum of three (3) years, or such longer period as may be required by applicable law following expiration or termination of the **Agreement**, or until the conclusion of any audit, controversy or litigation arising out of or related to the **Agreement**, whichever date is later

("Record Retention Period"). Financial Records shall also be kept in accordance with generally-accepted accounting principles. During the Record Retention Period, the **Contractor** shall permit the **State**, and its duly authorized representative's, access to the Records at reasonable times and places for purposes of examination and copying.

23.0 CERTIFICATION OF COMPLIANCE WITH TAX LAWS:

By the execution of the **Agreement**, **Contractor** attests or affirms under penalty of perjury that **Contractor** is not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

24.0 CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS:

By the execution of the **Agreement**, **Contractor** attests or affirms under penalty of perjury that the **Contractor** has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the **Contractor** is not in violation of any **Discrimination Laws**.

Attachment A – Agreement Award Summary

OREGON DEPARTMENT OF FORESTRY
2013 INTERAGENCY FIREFIGHTING CREW AGREEMENT
AGREEMENT AWARD SUMMARY – CREWS

1. AGREEMENT NUMBER: **BLM NUMBER:** **AGREEMENT** NO. MUST APPEAR ON ALL PAPERS RELATING TO THIS **AGREEMENT**		**2. EFFECTIVE DATES:** **a. Beginning**	**b. Ending**
3. BUSINESS INFORMATION:		**4. DESIGNATED DISPATCH LOCATION ADDRESS*:***	
a. FEIN:	**b. DUNS:**	**c. Business Phone:**	**d. Business Fax:**
e. Business Owner/Authorized Company Representative:		**5. NUMBER OF 20 PERSON CREWS FOR DESIGNATED DISPATCH LOCATION:** **1**	**6. HOURLY RATE:**

7. Dispatch Contact Name:				
a. Telephone Number: ***(Daytime)***	**b. Telephone Number:** ***(Evening)***	**c. Cell Number:**	**d. Other Phone:**	**e. Fax Number:**
Dispatch Contact Name:				
a. Telephone Number: ***(Daytime)***	**b. Telephone Number:** ***(Evening)***	**c. Cell Number:**	**d. Other Phone:**	**e. Fax Number:**

8. If commissary is available at fire camps, use by Contractor's Personnel is (check one): ☐ **AUTHORIZED** ☐ **NOT AUTHORIZED by CONTRACTOR**	
9. CONTRACTOR OR AUTHORIZED COMPANY REPRESENTATIVE (SIGN HERE)	**10. DATE**
11. CONTRACTOR OR AUTHORIZED COMPANY REPRESENTATIVE'S NAME (PRINT HERE)	
12. ODF CONTRACT MANAGER SIGNATURE	**13. DATE**
14. ODF CONTRACT MANAGER'S NAME AND TITLE	
15. AUTHORIZED FEDERAL CONTRACTING OFFICER SIGNATURE	**16. DATE**
17. AUTHORIZED FEDERAL CONTRACTING OFFICER'S NAME AND TITLE	

OREGON DEPARTMENT OF FORESTRY
2013 INTERAGENCY FIREFIGHTING CREW AGREEMENT
AGREEMENT AWARD SUMMARY – STRIKE TEAM LEADER

1. AGREEMENT NUMBER: **BLM NUMBER:** **AGREEMENT** NO. MUST APPEAR ON ALL PAPERS RELATING TO THIS **AGREEMENT**		**2. EFFECTIVE DATES:** **a. Beginning**	**b. Ending**
3. BUSINESS INFORMATION:		**4. DESIGNATED DISPATCH LOCATION ADDRESS:**	
a. FEIN:	**b. DUNS:**	**c. Business Phone:**	**d. Business Fax:**
e. Business Owner/Authorized Company Representative:		**5. NUMBER OF STRIKE TEAM LEADERS FOR DESIGNATED DISPATCH LOCATION:** **1**	**6. HOURLY RATE:**

7. Dispatch Contact Name:				
a. Telephone Number: *(Daytime)*	**b. Telephone Number:** *(Evening)*	**c. Cell Number:**	**d. Other Phone:**	**e. Fax Number:**
Dispatch Contact: Name:				
a. Telephone Number: *(Daytime)*	**b. Telephone Number:** *(Evening)*	**c. Cell Number:**	**d. Other Phone:**	**e. Fax Number:**

8. If commissary is available at fire camps, use by Contractor's Personnel is (check one):
☐ **AUTHORIZED** ☐ **NOT AUTHORIZED by CONTRACTOR**

9. CONTRACTOR OR AUTHORIZED COMPANY REPRESENTATIVE (SIGN HERE)	**10. DATE**
11. CONTRACTOR OR AUTHORIZED COMPANY REPRESENTATIVE'S NAME (PRINT HERE)	
12. ODF CONTRACT MANAGER SIGNATURE	**13. DATE**
14. ODF CONTRACT MANAGER'S NAME AND TITLE	
15. AUTHORIZED FEDERAL CONTRACTING OFFICER SIGNATURE	**16. DATE**
17. AUTHORIZED FEDERAL CONTRACTING OFFICER'S NAME AND TITLE	

Exhibit A - Definitions

Unless otherwise provided in the **Agreement**, the following terms have the meanings set forth below.

"**Accountable Property**" means **Government** owned items with a purchase price of $5,000 or more, or items that **Government** considers sensitive (e.g., cameras, chain saws). This **Accountable Property** is generally tagged with a **Government** identification number.

"**Administering Agency**" means the State of Oregon acting by and through the Oregon Department of Forestry for and on behalf of the **Government** entities and the **Protective Associations** with respect to the administration of the **Agreement**.

"**Agency Administrator**" or "**AA**" means the **Government** administrator that manages the land and **Resources** on their organizational unit according to the established land management plan.

"**Agreement**" means the **Agreement** awarded to a Proposer as a result of the Request for Proposal for the Interagency Firefighting **Crew Agreement**. The **Agreement** constitutes the entire agreement between the **Contractor** and **ODF** as stated in Section 6.1 of the **Agreement**.

"**Assembly**" means a gathering of entire **Crew** to inspect **Crew Members'** identification, **Equipment** and vehicles.

"**Authorized Company Representative**" means the person(s), other than the company owner, authorized to submit, approve, and sign contracts, agreements, certificates and other binding documents on the company's behalf.

"**Best Value Ranking**" means the process of evaluating the performance factors, pricing and other aspects of service and product quality in accordance with the evaluation criteria set out in the **Agreement** to arrive at the greatest overall benefit to the **Government**.

"**BOLI**" means the Oregon Bureau of Labor and Industries.

"**Business Days**" means Monday through Friday of each week excluding holidays.

"**Certifying Authority**" means the **Contractor** or its designee who is responsible for all training, safety and employer requirements for **Crew Members**.

"**Company Manifest**" means the roster of all firefighters that **Contractor** will use to provide **Services** under this **Agreement**. The **Company Manifest** shall be in the format as specified by **Administering Agency**.

"**Confirmed**" means the condition or status that exists when a **Government** determines that all of the following conditions are met: 1) **Crew(s)** ordered are Available; 2) agreement between **Government** and **Contractor** has been reached on time to start working and on estimated time of arrival at the **Incident**; 3) the **Crew** is specifically identified; and 4) **Government** assigns a **Resource Order** Request number and project number for a dispatch.

"**Consumable Goods**" means **Government-**owned or **Contractor-**owned items normally expected to be completely consumed or used at the **Incident** (e.g., batteries, meals ready to eat (MRE's), and petroleum products).

"**Contract Rate**" means the rates set forth in **C 1.0**.

"**Contractor**" means the entity that is a party to this **Agreement** for the provision of **Services** under the terms and conditions of this **Agreement**.

"**Contractor Resources**" or "**Resources**" means "the **Crews**, **Strike Teams** and **Strike Team Leaders** together with all supervision, **Equipment**, supplies and transportation required to perform the **Services** pursuant to the **Agreement**.

"**Crew**" means either or all of, (a) **Crew - Type 2 20-person**, or (b) **Crew - Type 2 10-person**, or (c) **Strike Team**.

"**Crew - Type 2 20-person**" means a firefighting unit consisting of 16 Firefighter Type 2 (FFT2), 3 Advanced Firefighter/Squad Bosses (FFT1), and 1 **Crew Boss**, Single Resource (**CRWB**), of whom 40% or more have at least one **Season** of firefighting experience.

"**Crew - Type 2 10-person**" means a firefighting unit consisting of 7 Firefighter Type 2 (FFT2), 2 Advanced Firefighter/Squad Bosses (FFT1), and 1 **Crew Boss**, Single Resource (**CRWB**), of whom 40% or more have at least one **Season** of firefighting experience.

"**Crew Boss"** or **"CRWB"** means **Crew** Boss, Single Resource (**CRWB**) - the individual responsible for supervising and directing a **Crew**.

"**Crew Representative**" means the **Authorized Company Representative** of **Contractor** responsible for the welfare of the **Crew** and who provides a contact between the **Crew** and the appropriate **Incident Management Team.** The **Crew Representative** is non-compensable by any **Government** entity under this **Agreement** and is not considered a member of a **Crew.**

"**Crew Member**" means a wildland firefighter who works as a member of a **Crew**.

"**Day**" means a 24-hour period beginning at 0001 and ending at 2400.

"**Demobilization**" means release from an **Incident** by a **Government** following **Length of Assignment** period.

"**Demobilized for Cause**" means **Demobilization** of a **Crew** based on a human action (not dispatch location or **Equipment** non-compliance) including, without limitation, zero-tolerance policy violation, harassment, weapons violations, theft, fighting, hostile work environment, or unsafe practices.

"**Designated Dispatch Location**" or "**DDL**" means the physical location from which a **Resource** is dispatched as identified in D 1.3 of the **Agreement**.

"**Durable Property"** means **Government-**owned items that have a useful life expectancy greater than one **Incident** (e.g., sleeping bags, water handling accessories, tents, headlamps, tools) and that are not designated as **Accountable Property**. **Durable Property** may be marked with paint or etching to show "US GOVT" or other **Government-**specific marking.

"**Equipment**" means all vehicles, heavy **equipment**, tools, electronic **equipment** and radios, supplies, personal gear and supplies and all other such items owned by the **Contractor** that are necessary or desirable for providing the **Services** required under this **Agreement**.

"**Equipment Manifest**" means the current written inventory of **Contractor Equipment** including specific brand names, size, serial numbers, color (if applicable), and identifying marks, etc.

"**Effective Date**" means the date that the **Agreement** is fully executed by the **Parties** and all required approvals have been obtained.

"**Firefighting Contractor Association**" **or** "**FCA**" means an organization that provides firefighter training and Incident Qualification Cards (IQC) that has a current Memorandum of Understanding (MOU) with the **Pacific Northwest Wildfire Coordinating Group** (**PNWCG**).

"**Government**" means one of the entities that may contract for **Services** under this **Agreement**. The term **Government** may include any of the following, either singly or in combination: Oregon Department of Forestry (**ODF**), Washington Department of Natural Resources (WDNR), USDA Forest Service (USFS), National Parks Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), United States Fish & Wildlife Service (USF&WS), Coos Forest Protective Association (CFPA), Douglas Forest Protective Association (DFPA), Walker Range Forest Protective Association (WRFPA), Washington Association of Fire Chiefs, and The Oregon Fire Chiefs Association.

"**Government Representative**" means any agent or employee of a **Government** that is identified as its representative by the **Government**.

"**Guarantee Rate**" means a rate of pay, calculated as the **Proposal Rate** multiplied by eight (8) hours multiplied by the number of **Crew Members** authorized that determines the minimum

amount **Contractor** will be paid for each calendar **Day** the **Crew** is **Under Hire**, with the exception of the first and last **Day** of travel.

"**Hand Crew Manifest**" means a roster listing the 20 firefighters that **Contractor** will use on a specific **Incident**. The **Hand Crew Manifest** shall be in the format specified by **Administering Agency** and identify all registered **MSPA** drivers and vehicles to be used on the assigned **Incident**.

"**Host Unit**" means the **Government** dispatch office within Oregon and Washington responsible for dispatching and statusing **Crews** under this **Agreement**.

"**Hotline**" means fire suppression activities applied directly to burning fuel to stop active fire spread by either Direct or Indirect Attack methods. Activities include backfiring, burn out, holding actions, and other actions to physically separate the burning from unburned fuel. These activities may be on wildfires, or other fire use **incidents**.

"**Incident**" means emergency or wildfire support activities and events managed by **Government**.

"**Incident Action Plan**" or "**IAP**" means a plan that contains objectives reflecting the overall **Incident** strategy and specific tactical actions and supporting information for the next **Operational Period**. An **IAP** may be verbal or written. When written, the **IAP** may have a number of attachments including **Incident** objectives, organization assignment list, division assignment, communication plan, medical plan, traffic plan, safety plan, and **Incident** map.

"**Incident Commander**" means the **Government Representative** with responsibility for activities and overall management of the **Incident**.

"**Incident Management Team**" or "**IMT**" means the **Government Representatives** responsible for managing an **Incident**.

"**Length of Assignment**" means the time period (days) between the first **Operational Period** at the **Incident** or reporting location on the original **Resource Order** and start of return travel to the **Designated Dispatch Location** upon expiration or termination of the assignment. **Length of Assignment** will be inclusive of **R&R** (if not released) and exclusive of initial travel to the incident and return travel upon release from assignment.

"**MSPA**" means Migrant and Seasonal Agricultural Worker Protection Act.

"**Master Cooperative Fire Protection Agreement**" or "**MCFPA**" means the agreement between the participating members identified in **Exhibit L.**

"**Normal Wear And Tear**" means the degree of deterioration in vehicles or other **equipment** that is expected to occur during normal use at an **Incident**. For the purpose of this **Agreement**, the term "**Normal Wear and Tear**" with respect to **Contractor** vehicles shall include, but not be limited to:

a. Brush scratches on the body of a vehicle.

b. Punctures, tears, destruction of tires or sidewalls due to rocks or sticks common to the working environment.

c. Wear on the paint on the inner and outer surfaces of a vehicle, including top, sides, rails or tailgate, chips from flying rocks or minor bumps or dents on either the sheet metal or the bumpers.

d. Dust-clogged air filters or oil filters.

e. Damage or failure of power train, steering linkage or suspension by either fatigue or operator error (power train includes engine, clutch, transmission, transfer case, drive line, front and rear differentials, axles, wheels and bearings).

"**NWCC**" means Northwest Coordination Center: The Northwest Interagency Coordination Center serves as the northwest area geographic focal point to provide logistical support and intelligence

relative to anticipated and ongoing wildfire activity for all federal and cooperating state wildland fire suppression agencies.

"**ODF**" means Oregon Department of Forestry.

"**Off-Shift**" means all time that is not **On-Shift**.

"**On-Shift**" means (a) actual time spent working; (b) **Ordered Stand By**; (c) travel time from **Point of Hire** or **Designated Dispatch Location** to the **Incident** and return; (d) travel time from the **Incident** base to the fire line and return; (e) check-in.

"**Operational Period**" means the period of time scheduled for execution of a given set of tactical actions as specified in the **Incident Action Plan**. **Operational Periods** can be of various lengths, although usually not over 24 hours.

"**Ordered Stand By**" means time when a **Crew** is held by direction, or orders of the **Incident Management Team**, in a specific location, fully outfitted and ready for assignment. Time is considered **Ordered Stand By** only if approved, documented as such, and signed on the Crew Time Report by the **IMT** Operations Section Chief, or the appropriate **Government** field supervisor. Time spent in a mobilization or demobilization center, or other general area including the **Incident** base, where a **Crew** can rest, or, to a limited degree pursue activities of a personal nature, is not considered **Ordered Stand By**.

"**Pacific Northwest Wildfire Coordinating Group**" **or** "**PNWCG**" means an interagency group composed of Oregon Department of Forestry (**ODF**), Washington Department of Natural **Resources** (WDNR), USDA Forest Service (USFS), National Parks Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), United States Fish & Wildlife Service (USF&WS), Coos Forest Protective Association (CFPA), Douglas Forest Protective Association (DFPA), Walker Range Forest Protective Association (WRFPA), Washington Association of Fire Chiefs; and The Oregon Fire Chiefs Association.

"**PCSU**" means the **Administering Agency's Protection Contract Services Unit**.

"**Point of Hire**" means the physical location from which a **Crew** is hired, which may be the **Designated Dispatch Location**, an **Incident** managed by the **Government**, or another location agreed upon by **Contractor** and **Government**.

"**Point of Release**" means the location from which a **Crew** is released upon expiration or termination of the assignment. This point may be the same as the **Point of Hire**.

"**Position Task Book**" or "**PTB**" means a component of the Wildland and Prescribed Fire Qualification System that documents the critical tasks required to perform Type 2 **Crew** position tasks and the individual **Crew Member**'s ability to perform such tasks. The **PTB** is described in greater detail in the National Interagency **Incident** Management System publication PMS 310-1, Wildland and Prescribed Fire Qualification System Guide.

"**Property**" means **Accountable Property, Durable Property** and **Consumable Goods**.

"**Proposal Rate**" means the hourly rate at which a **Crew** or **Strike Team Leader** is paid.

"**Protective Associations**" means the Coos Forest **Protective Association**, Douglas Forest **Protective Association** and Walker Range Forest **Protective Association**. These instrumentalities are used for a **Government** purpose and perform a **Government** function providing wildfire protection of private, county, state and federal lands.

"**Resource Order**" means the form used by **Government** to request **Contractor'**s **Services** and to record an order from an **Incident** for personnel, supplies, or **Equipment**.

"**Rest and Recuperation** or "**R&R**" means consecutive 24 hours **Off-Shift**.

"**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**.

"**Services**" means all fire suppression activity or other **Services** ordered or provided under this **Agreement** including **Severity/Preparedness**.

"**Severity Activity**" means a condition during which a **Government** has concluded that a severe threat of wildland fire exists and **Government**, at the Regional Forester level (or equivalent level for other **PNWCG** agencies), has determined that it is necessary to pre-position **Resources** because of the imminent danger of fire.

"**Severity/Preparedness Assignment**" means the class of assignments that are related to pre-suppression capability and fire preparedness activities. Appropriate severity/preparedness activities are standby at a specified location, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10-minute mobilization response time.

"**Single Point of Contact**" means **ODF Protection Contract Services Unit (PCSU)** Contract Officer.

"**State**" means the State of Oregon and its boards, commissions, departments, institutions, branches, and agencies.

"**Strike Team**" means a 41 person Type 2 firefighting unit consisting of 32 Firefighter Type 2 (FFT2), 6 Advanced Firefighter/Squad Bosses (FFT1), 2 **Crew Boss**, Single Resource (**CRWB**) and 1 **Strike Team** Leader-**Crew** (STCR), of whom 40% or more have at least one **Season** or more of firefighting experience.

"**Subsistence**" means food and drink served at the **Incident**, generally at specified intervals but also available as needed to accommodate **Incident** conditions. **Subsistence** includes those items normally provided in fire camp, such as showers, restrooms, camping facilities, etc.

"**Suppression Assignment**" means **Incident** support activities to ensure effective extinguishing or fire confinement, holding, mop-up, line construction, camp **Crew**, piling brush or other work or activity deemed appropriate by **Government**.

"**Term of the Agreement**" means the Initial Term and Extension Terms, if any.

"**Trainee**" means an individual who is preparing to qualify for a **Crew** position. All required prerequisite experience must be completed before initiation of a **PTB**, following which the **Trainee** is eligible for on-the-job training, task evaluation and position performance evaluation.

"**Under Hire**" means a period of time, whether compensable or non-compensable, that begins at the estimated departure time agreed upon when the **Crew** is dispatched by a **Government** and that ends at the arrival time of the **Crew** back at the **Designated Dispatch Location.**

Exhibit B - Crew Composition, Position Qualification Requirements and Training

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 one **Season** (which is inclusive of at least 15 **Operational Periods** on any type (1 through 5) **Incident**) or more as needed. **Crew** composition must be maintained during the term of this **Agreement**.

B 1.1 **Crew - Type 2 20-person** – Each Type 2 20-person **Crew** shall consist of the following categories of firefighter:

1 – **Crew Boss**, Single Resource (**CRWB**)
3 – Advanced Firefighter/Squad Boss (FFT1)
16 – Firefighter Type 2 (FFT2)

Forty percent (40%) of the Type 2 20-person **Crew members** must have completed one **Season** or more of documented firefighting experience**.**

B 1.2 **Crew - Type 2 10-person** – Each Type 2 10-person **Crew** shall consist of the following categories of firefighter:

1 – **Crew Boss**, Single Resource (**CRWB**)
2 – Advanced Firefighter/Squad Boss (FFT1)
7 – Firefighter Type 2 (FFT2)

Forty percent (40%) of the Type 2 10-person **Crew members** must have completed one **Season** or more of documented firefighting experience**.**

B 1.3 **Strike Team** - Each **Strike Team** shall consist of two **Crew - Type 2 20-person** plus a **Strike Team** Leader (41 properly trained individuals) which together comprise the following categories of firefighter:

1 – **Strike Team** Leader – **Crew** (STCR)
2 – **Crew Boss**, Single Resource (**CRWB**)
6 – Advanced Firefighter/Squad Boss (FFT1)
32 – Firefighter Type 2 (FFT2)

B 1.3.1 **Government** may organize a **Strike Team** at an **Incident**, utilizing two (2) Type 2 20-person **Crews** from a single **Contractor** from awarded dispatch location(s), provided **Contractor** has been approved for two (2) or more Type 2 20-person **Crews** and a **Strike Team** Leader at time of award. The price of a **Strike Team** will be the total combined cost of the **Contractor's** two **Crews** and the **Strike Team** Leader for each **Strike Team**. All work/rest issues must be observed.

B 1.3.2 **Contractor's Strike Team** Leaders may supervise only **Contractor's Resources** and may not supervise **resources** from another **Contractor** or **Government** agency. Travel will be from the **Point of Hire** for each **Crew** and **Strike Team** Leader.

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 being issued an IQC and 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.

B 1.5 All **Crew Members** provided by **Contractor** under this **Agreement** must be at least 18 years of age.

B 1.6 **Government** reserves the right to reject any **Crew Member** who is not in full compliance with the specifications in this **Exhibit**. In addition, failure of any **Crew Member** to demonstrate an ability to perform the tasks listed in the **PTB** for that **Crew Member's** position shall be cause for immediate release of that **Crew Member** from an **Incident**. All required pre-requisite experience must be completed before the **PTB** may be issued. Only one **PTB** can be worked on at a time and must be completed before beginning pre-requisite experience for a new **PTB**, except for the Faller **PTB** which can be simultaneously completed with other **PTB**s. All **PTB'**s must be completed with the time frame specified in PMS 310-1 (see http://www.nwcg.gov/).

B 2.0 POSITION QUALIFICATION REQUIREMENTS:

This **Section** defines the qualifications required for Certification in each **Incident** Command System (ICS) position required under this **Agreement**.

The STCR, **CRWB** and FFT1 experience requirements that are in *italics and underlined* are only required for **Crew Members** certified after 12/31/02. STCR, **CRWB** and FFT1 **Crew Members** certified prior to this date will not have to have documentation for these standards in their training record.

Note: A person must have at least one qualifying assignment every five (5) years to maintain a current certification in a position.

B 2.1 Position Qualifications Standards: **Strike Team** Leader **Crew** (STCR) (Refer to PMS 310-1 for required training.)

EXPERIENCE
Satisfactory performance (See PMS 310-11) as a **Crew Boss**, Single Resource (**CRWB**) on wildfire or prescribed fire **Incidents** that consisted of:
*At least three (3) **Incident** assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).*
*A total of fifteen (15) **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents.***
After the **CRWB** has completed this experience requirement, the individual may be considered for becoming a **Trainee** STCR.
AND
Satisfactory position performance as **Strike Team** Leader **Crew Trainee** on a wildland or prescribed fire **Incident**, documented in **PTB** that consisted of:
*At least three (3) training/evaluation assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).*
*A total of at least fifteen (15) **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.*

B 2.2 **Crew Boss**, Single Resource (**CRWB**) (Refer to PMS 310-1 for required training.)

EXPERIENCE
Satisfactory performance (see PMS 310-13) as an Advanced Firefighter/Squad Boss that consisted of:
*At least three (3) **Incident** assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).*
*A total of at least fifteen (15) **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.*
After the FFT1 has completed this experience requirement they may be considered for becoming a **Trainee CRWB**.
AND

Satisfactory position performance as a **Crew Boss**, Single Resource (**CRWB**) **Trainee**, supervising a minimum of 18 firefighters, on wildfire or prescribed fire **Incidents**, documented in **PTB** that consisted of:
*At least three (3) training/evaluation assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).*
*A total of at least fifteen (15) **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.*

B 2.3 Advanced Firefighter/Squad Boss (FFT1) (Refer to PMS 310-1 for required training.)

EXPERIENCE
Satisfactory performance (see PMS 310-14) as Firefighter (FFT2) that consisted of:
*At least three (3) **Incident** assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).*
*A total of at least fifteen (15) **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.*
After the FFT2 has completed this experience requirement, the individual may be considered to become a **Trainee** FFT1.
AND
Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1) **Trainee**, supervising firefighters on wildfire or prescribed fire **Incidents**, documented in **PTB**, that consisted of:
*At least three (3) training/evaluation assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).*
*A total of at least fifteen (15) **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.*

B 2.4 Firefighter (FFT2) (Refer to PMS 310-1 for required training.)

B 2.5 In addition to the requirements set forth above and in PMS 310-1, all individuals in the positions described above must attend an annual fireline safety refresher training course and successfully pass a work capacity fitness test in order to maintain currency.

NOTE: 1. **Position Task Books** (**PTB**) may be started prior to completion of required training. However, **Trainees** cannot become fully qualified or certified for a position until all required training has been successfully completed.

2. All required prerequisite experience must be completed before the firefighter can begin working on the task book for the next higher position.

3. A firefighter may work on only one task book at a time.

4. The coach or evaluator assigned by **Contractor** must, at a minimum, be certified in the position he or she is coaching or evaluating.

B 2.6 Recertification Standards – **Contractors** are responsible for evaluating a **Crew Member**'s competency prior to recertification where qualifications have expired (no fire assignments within 5 years).

B 2.6.1 If currency has lapsed, the **Crew Member** shall revert to the **Trainee** level only in the position for which currency has lapsed, shall be issued a **PTB** for the position, and complete all evaluation tasks. **Crew Member** shall also complete any additional required training courses that have been added to the position for which they are attempting to recertify. Position performance requirements may be completed in one (1) or more evaluation assignments.

B 2.7 General Sawyer Guidelines. Sawyer certification requires completion of Basic Faller (FAL3) position requirements, including the Faller 3 portion of the NWCG **Position Task Book** (**PTB**), in accordance with NWCG standards as specified in PMS 310-1. All documentation verifying position requirements must be kept in the individual's IQS file.

Note: Faller 3 certification does **NOT** qualify or certify the sawyer as a faller under this **Agreement**. (Refer to F 4.1 Chain Saw Operator.)

B 2.8 Sawyer Recertification. Faller 3 recertification standards must be met as outlined in PMS 310-1.

B 3.0 ADDITIONAL ANNUAL 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.

B 3.1 Annual Fireline Safety Refresher Training

B 3.1.1 **Contractor** shall ensure that all returning **Crew Members** complete the Annual Fireline Safety Refresher Training (RT-130) as outlined in PMS 901-1. This training must be at least six (6) hours in length.

Note: Course materials described in this **Section** are available from the National Interagency Fire Center. PMS 901-1 and PMS 907 documents are available and may be downloaded from the Internet at *www.nwcg.gov/pms/training/training.htm*. All course materials may be ordered from NFES Publications Catalog Part 2 (NFES 3362), located on the Internet at *www.nwcg.gov/pms/pubs/pubs.htm*.

B 3.1.2 **Contractor** shall place in the **Crew Member**'s training file, a course roster and training certificate, signed and dated on or after January 1 of the current calendar year, by the instructor, which confirms the attendance and completion of the required annual refresher training.

B 3.1.3 Effective October 1, 2012, IS-700 "National **Incident** Management System (NIMS), An Introduction" is required for **ALL Contractor Resources** to be considered qualified in any firefighting position (refer to PMS 310-1). IS-700 is available on the following web site: http://emilms.fema.gov/.

B 3.2 Annual Incident Qualification Card (IQC)

B 3.2.1 All **Contractor Crew Members** must have a valid IQC issued for the current calendar year and again upon all changes in employment for that **Agreement** period. All IQC's are to be issued by the **Contractor**. IQC's must identify the **Contractor** employing the **Crew Member**. Cards must be in the required format specified below.

B 3.2.1.1 Information on the card shall be typewritten and include: company name; full legal name of the **Crew Member**; current digitally imprinted photograph of the **Crew Member**; experience indicator (1/4 inch size); unique identifier assigned by **Government** (may have two unique identifiers if shared **Resource** for multiple agreements); the level of required work capacity fitness test; Language skills assessment (STCR, **CRWB** and FFT1 require documentation from testing institution supporting bi-lingual abilities and must be included in **Section** two (2) of **Crew Member** training file); list highest position (may have more than 1 position listed if shared **Resource** for multiple agreements) the **Crew Member** is qualified to perform and the date he or she

became qualified in the position(s) listed; and any special skills. The **Certifying Authority** (**Contractor**) must sign (in ink or electronically) the identification card and provide the issue date. **Government** designated representatives will sign only supervisor positions (STCR, **CRWB**, FFT1) after inspection and approval of records. Those signatures verify that the individual has met all position qualification requirements of this **Agreement**. **Government** will accept **Contractor's** electronic signature, as long as it is the signature of the **Contractor** and not of a **Contractor's** representative. **Government** approval will be provided Monday through Friday during office hours from 7:30 am to 4:00 pm.

B 3.2.1.2 Required information size and format of the identification card: (Cards not in the required format will not be accepted.) (See **Attachment 1 to Exhibit B.**) IQC's shall be 3.5" x 2".

FRONT OF CARD

- Company name
- Full legal name of the **Crew Member**
- Digitally imprinted photograph of the **Crew Member**
- Experience indicator (1/4 inch diameter size)
- **Crew Member** number (unique identifier assigned by **Government)**
- Work capacity test level (Arduous)
- Language evaluation (LSA/S or LSA/E)
- List only highest position(s) the **Crew Member** is qualified to perform and the date achieved (example: **CRWB** or STCR, **CRWB**)

BACK OF CARD

- Additional skills (example: emergency medical technician)
- **Contractor**'s signature and issue date
- **Government**'s signature and date

B 3.2.1.3 To easily identify the **Crew Members** who meet this experience requirement, each IQC must be marked with a colored identifier as follows: **YELLOW** to indicate a first year firefighter, **RED** to indicate a firefighter with one year or more experience and **BLUE** to indicate a firefighter certified as a FFT1-Squad Boss, **CRWB** or STCR. The colored identifier shall be a minimum of one quarter inch in size. Firefighters who 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 FFT1 **Trainees** or offered for **Incident** LSA monitoring. FFT2 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process must be approved by **ODF** and issued an IQC showing a language designation as NT. NT designation requires language testing and approval at each **Incident** using **Attachment 2 to Exhibit B.**

B 3.2.2 **Contractor** must 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 also carry a current **Government** (state or federal) issued photo identification card that includes the legal name and date of birth of the **Crew Member**. Documents which satisfy this requirement include a driver's license, passport, or **government** 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.

B 3.3 Annual Fitness and Work Capacity

3.3.1 **Contractor** shall ensure that all **Crew Members** have passed the Work Capacity Fitness Test (WCFT) at the arduous level of fitness based upon the "pack test", as specified in "Work Capacity Test Administrator's Guide" National Fire Equipment System (NFES) 1109 April 2003. **Contractor** must ensure the test administrator complies with all requirements specified in the "Work Capacity Test Administrator's Guide".

Copies of "Work Capacity Test Administrator's Guide" and associated videos may be purchased from the National Interagency Fire Center in Boise, Idaho. An electronic copy of the publication is available at: http://www.nwcg.gov/pms/pubs/pubs.htm.

B 3.3.2 **Contractor** must provide a pack for each person taking the WCFT. All tests conducted shall have a test administrator and sufficient monitors to adequately observe all participants during testing. **Government** will not administer or assist with any tests, provide **Equipment** or act as the required emergency medical technician. Test Administrator or EMT may not take test while performing required tasks and without the presence of qualified replacements.

B 3.3.3 Pack test dates must be on or after January 1 of the current calendar year to be accepted. All pack tests must be scheduled at specific dates, times, and locations. Pack tests given by **Contractor** may be monitored or administered by the **FCA** or authorized representative at the locations and times specified.

B 3.3.4 **Contractor** is responsible for any liability associated with WCFT, approved locations and for pack test administration including any and all costs.

B 3.3.5 **Contractor** must provide, in each **Crew Member's** training file, proof (roster and certificate signed and dated by administrator) that the **Crew Member** has met this WCFT requirement.

B 3.3.6 **Contractor** shall ensure **Administering Agency** receives prior notification of pack tests by notifying the **Administering Agency PCSU** in writing (by letter or fax to 503-945-7494) at least seven (7) calendar **Days** prior to the administration of each pack test to facilitate scheduling and monitoring by **Government**. **Government** may contact the test administrator with scheduling details and contact information for **Government Representative**. **Government** reserves the right to adjust scheduled times and dates to facilitate monitoring.

B 3.3.7 All WCFT notifications must include the desired date and starting time, location, estimated number of people taking the pack test, and name and phone number of the administering official (the person who will actually be administering the pack test). **It is the Contractor's responsibility to ensure compliance with this specification.** Tests conducted without prior **Contractor**'s notification and **Government** authorization will be considered non-compliant.

B 3.3.8 If pack tests must be scheduled to meet emergency training needs, the **Administering Agency PCSU** may waive the seven (7) calendar **Day** notification. **Contractor** must identify reason for emergency and make such requests for waiver by fax to (503) 945-7494 **no later than** 24 hours before the start date and time.

B 3.3.9 Within five (5) calendar **Days** following administration of each pack test, **Contractor** must provide the **Administering Agency PCSU** with a roster including the names and **Government** assigned unique identifier number or first three/last four digits of the individual's Social Security Number, **Contractor** affiliation of each person who took the test, and whether this person passed or failed the test. This roster must be signed and dated by the test administrator.

B 3.3.10 **Government** reserves the right to monitor the administration of pack tests for compliance with the NFS "Work Capacity Test Administrator's Guide." Upon arrival of **Government Representative**, the Test Administrator shall identify the emergency medical technician. The emergency medical technician must provide a current certification card issued by the appropriate **Certifying Authority** to **Government Representative**. If the test was not conducted as required, or has not started within fifteen (15) minutes after the scheduled time, **Government** reserves the right to consider the testing non-compliant. In that event, each **Contractor** with a **Crew Member** present for testing may receive a Notice of Non-Compliance. A second failure to comply with testing standards, or tests performed without the required notice, may result in administrative action, up to and including termination of the **Agreement** by **Administering Agency**.

B 3.3.11 In the event a pack test must be cancelled, **Contractor** must notify **Administering Agency** in writing (letter or fax) within two (2) working **Days** prior to or immediately following the date and time of the scheduled test. If the situation prevents giving adequate written notification for the scheduled test day, the **Contractor** shall telephone the **Administering Agency PCSU**. Failure to provide notification may result in administrative action.

B 4.0 COMPANY MANIFESTS:

B 4.1 **Contractor**s are required to maintain a valid email address for the duration of this **Agreement**. **Contractor's** electronic **Company Manifest** (form available for download at http://www.oregon.gov/odf/pages/fire/ops/iaca.aspx) must be emailed no later than July 1 of each calendar year to PCSU@odf.state.or.us. **Company Manifests** may be submitted prior to July 1 of each calendar year once **Crews** have met **Crew** standards, and before accepting a dispatch. Faxed or hard copy **Company Manifests** will not be accepted. If a **Contractor** does not receive an email confirmation of an electronic submission, please contact the **Administering Agency PCSU**.

B 4.2 The **Administering Agency PCSU** shall be notified of all changes in the composition of the **Company Manifest** or the qualifications of a **Crew Member** within twenty-four (24) hours of such change. **Changes only** (NOT a complete manifest), shall be submitted by email to PCSU@odf.state.or.us, or by fax to 503-945-7494. Notification of a transfer is not considered "adding" or "deleting" a firefighter on the **Company Manifest**. A separate notification (using the **Company Manifest** form) is necessary for the addition or deletion.

B 4.3 Subject to annual extension, a complete electronic **Company Manifest** must be emailed no later than July 1 of each calendar year to PCSU@odf.state.or.us. **Company Manifests** may be submitted prior to July 1 of each calendar year once **Crews** have met **Crew** standards, and before accepting a dispatch. During any annual extension, requirements of this Section (**changes only, NOT a complete manifest**) shall be submitted within twenty-four (24) hours of such change.

B 4.4 Each complete July 1 **Company Manifest** submittal must contain all firefighters that **Contractor** intends to use under this **Agreement** to meet compliance with **Crew** standards.

All basic training, annual refreshers, and Work Capacity Fitness testing must be completed, during the current calendar year, by the July 1 deadline to meet review for **Crew** standards.

At any time after July 1, **Contractors** may submit additional firefighters (beyond the **Crew** standard) for their **Company Manifest**.

Government shall review the list of **Crew Members** and the availability of STCR, **CRWB**, and FFT1 qualified **Crew Members** to assure compliance with **Crew** standards.

B 5.0 ENGLISH SPEAKING/READING READY REQUIREMENT EVALUATION PROCESS:

B 5.1 "Language Skills Assessment" testing of English language communication skills will be a mandatory requirement for providing private contract fireline hand **Crews**. Assessment of private contract **Crew Members** for English language and communication skills must be conducted through a third party Public Education Provider to verify an individual's capacity for compliance

with the **Government's** contract requirement that the **Strike Team** Leader, **Crew Boss,** and Squad Bosses be able to communicate in English with **Incident** management personnel, and with their **Crew** in the language of the **Crew**. The assessment process must confirm that an individual can communicate in English only (mono-lingual), or can communicate in English and the language of the individual's **Crew** (bi-lingual).

B 5.2 "Language Skills Assessment" (LSA) testing is available from Clackamas Community College in Oregon City, Oregon, and Rogue Community College in Grants Pass, Oregon. The LSA is currently only available for mono-lingual English speaking, bi-lingual Spanish speaking, and bi-lingual Russian speaking. **Government** is currently working on establishing other assessment locations and languages, and reserves the right to offer these additional location and language assessments to **Contractors** as they become available. Proof of successful assessment shall consist of a certificate or roster on official letterhead issued by the third party provider to the **Contractor Crew Member** for addition to the individual's IQC. Successful LSA testing is valid for as long as currency is maintained.

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 **Trainee**s 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.

B 5.4 Only **Crews** with supervisory positions that have completed and passed LSA requirements in accordance with **Crew** standard will be considered for award. Completion of LSA certification will not be required at solicitation closing date and time but will be required before award. All supervisor positions, STCR, CRWB, and FFT1 shall be listed on **Company Manifest**s at bid closing or any annual extension but must be LSA certified before they can be utilized or represented in supervisor positions by **Contractor**. NOTE: LSA certification must be completed no later than June 1 of the current **Agreement** period.

B 5.5 Prompt and efficient communications between **Contractor Crew** personnel and **Government Incident** personnel are mandatory for safe and effective performance. At a minimum, **Contractor's Strike Team** Leader, **Crew Boss,** and all three Squad Bosses of every **Crew** shall be proficient in the English language. In addition, the **Crew Boss** must be proficient in all languages used by the **Crew** and the three Squad Bosses must be able to communicate proficiently in any language used by their squad members. The **Crew Boss** and all three Squad Bosses must also be able to read the **Incident Action Plan**, Safety Alerts, etc. and communicate the information contained therein to all **Crew Members.** All radio communication on **Government**-assigned frequencies shall be in English. **Government** will evaluate compliance with this specification using the procedures provided in **B 5.0.**

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.

Attachment 1 to Exhibit B - Example Incident Identification/Qualification Card

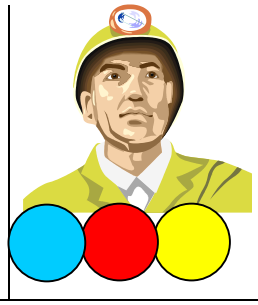
This Exhibit gives an example (shown actual size) of the required format and information that shall be on **Crew Member Incident** Identification Cards.

JONES CONTRACTING, INC.

QUALIFICATION CARD

(Name)
(**Crew Member** Number)
(Pack Test level)
Language: (LSA-E/S)

CRWB 10-07-02



CARD IDENTIFIER COLOR CODE (shown in example as dots):

YELLOW	For **Crew Member**s with LESS THAN ONE **SEASON**
RED	For **Crew Member**s with ONE **SEASON** OR MORE
BLUE	For SUPERVISORY **Crew Member**s (FFT1, **CRWB**, STCR)

BACK OF CARD

Certified Sawyer (Expiration date)
EMT/FIRST AID/CPR (Expiration date)

(**Contractor** Signature) (Issue date)
(**Government** Signature) (Date)

Attachment 2 to Exhibit B - English Speaking/Reading Requirement Evaluation Process

Purpose:

The purpose of this **Exhibit** is to provide direction to Contract Representative's Northwest (CRNW), Incident Contract Project Inspector's (ICPI), and other **Incident Management Team (IMT)** personnel for the consistent evaluation of the specification in **B 5.0**, "English Speaking Requirements," when conducting pre-inspections of Pacific Northwest (PNW) contract **Crews** being mobilized to **Incidents** and **Severity Assignments**. Following these directions will provide a uniform evaluation of the ability of **Crew Bosses** and Squad Bosses to read and communicate the **Incident Action Plan (IAP**), Safety Alerts (SA), Fireline Handbook (FHB), **Incident** Response Pocket Guide (IRPG), etc., along with their general English comprehension and communication skills relevant to other aspects of their job duties.

Scope:

Government shall follow these procedures for all **Incident** and **Severity Assignments** regardless of location or agency jurisdiction. When possible the evaluation of a **Crew's** supervisors to speak and read English will be administered at the earliest established inspection point in the mobilization process. The established inspection points may be a **Crew's Designated Dispatch Location**, staging area, airport or the **Incident** base.

These procedures do not change the practice of or processes for inspecting for other administrative or safety requirements during pre-assignment inspections of **Crews** participating in the Interagency Firefighting **Crew Agreement**.

Evaluation Procedures:

It is a routine practice for **Government** to inspect contract **Crews** to ensure they are compliant with administrative and safety requirements prior to accepting them for **Incident** or **Severity Assignments** Included in these pre-assignment inspections will be an evaluation of a **Crew's** supervisors to comprehend and communicate in English. To ensure **Government's** evaluations are consistent and appropriate when inspecting **Crews** for compliance with the elements of the specification in **B 5.0**, use the approved "PNW English Speaking Evaluation Form", attached below, to document compliance with the verbal and reading requirements of the specification in **B 5.0**. All **Government** evaluators, in addition to other normal duties and responsibilities performed during a pre-assignment inspection, shall:

Inspect ALL **Crews** regardless of ethnicity or company affiliation.

Inspect ALL supervisory personnel on each **Crew** regardless of ethnicity or company affiliation.

PREVIOUSLY INSPECTED: LSA designation NT means that the firefighter must be tested at each Incident regardless of whether the individual shows you a copy of a previously completed and signed PNW English Speaking Evaluation Form that indicates the individual was tested and approved for a prior assignment.

a. Fill in the heading information on a new PNW English Speaking Evaluation Form, complete **Section 1**, and sign the bottom of the form.

b. If performance issues relating to an individual's English speaking or reading skills develop during the assignment, **Government** reserves the right to re-evaluate the individual using this process.

READING EVALUATION: Select an excerpt from one of the following: **IAP,** FHB, IRPG, SA or similar wildfire related document. The excerpt must be three to five sentences in length and contain common words that a **Crew Boss** or Squad Boss would be expected to be familiar with. Some examples are:

Page 4 of the **Incident** Response Pocket Guide that discusses the common denominators of fire behavior on tragedy fires,

Selecting four bullets from page 41 of the Fireline Handbook that addresses supervision of other firefighters' work,

Portions of a Safety Message or Fire Behavior Forecast from an **IAP**. When selecting from the fire behavior forecast, be careful to choose a paragraph that DOES NOT contain relatively technical or uncommon terms such as "dissected topography". A **Crew Boss** might be expected to understand these terms but a Squad Boss likely would not.

Allow the individual being evaluated to read the designated material in silence (NOT OUT LOUD). When he or she has finished reading, give the individual a reasonable time (a minute or two) to understand what he or she has read before asking him or her to explain the excerpt.

ENGLISH COMMUNICATIONS EVALUATION: Direct **Crew Boss** to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands in the language of the squad.

Use multiple variations to prevent memorization of requested tasks.

Example: Tell **Crew Boss** to instruct Squad Boss 1 to have squad members 1 & 3 to get specific tool then stand in specified location. Repeat with remaining two Squad Bosses, but vary tasks.

LANGUAGE OF SQUAD EVALUATION: Direct **Crew Boss** to give different multiple commands to each of the Squad Bosses in the language used by the squad. Request that the Squad Bosses repeat directions in English before completing assigned commands.

Use multiple variations to prevent memorization of requested tasks.

Example: Tell **Crew Boss** to instruct Squad Boss 1 to move squad to new location immediately due to snag hazard and get ready to deploy shelters. Repeat with remaining two Squad Bosses, but vary tasks.

Sign the PNW English Speaking Evaluation Form upon completion of **B 5.0** evaluations.

Make two (2) copies of the PNW English Speaking Evaluation Form and distribute as follows:

a. One copy will be placed in the inspector's file;

b. One copy will be given to the **Crew Boss**;

c. The original <u>will be mailed</u> to **Oregon Department of Forestry**, Attn: **Protection Contract Services Unit**, 2600 State Street, Salem OR 97310.

Fax one copy, each, of the PNW English Speaking Evaluation Form to the receiving **IMT**/**Severity Assignment** unit and **ODF Protection Contract Services Unit** (503-945-7494). Please include a copy of the **Hand Crew Manifest** with the ELE form.

PNW English Speaking Evaluation Form

COMPANY NAME_____**DATE**_____

AGREEMENT NUMBER_____

PARTICIPANT'S NAME_____

IDENTIFICATION NUMBER_____**POSITION**_____

SECTION 1

Previously Inspected? (Date, Inspector, Location) _____

Listens, understands and responds verbally in English without use of interpreter?
YES ____ NO _____

SECTION 2

READING EVALUATION

Can read English? YES _____ NO _____

Document Used? IAP____ FHB____ IRPG____ SA____ OTHER specify_____

ENGLISH COMMUNICATION SKILLS EVALUATION

Direct **CRWB** to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands in the language of the squad.

Was person able to understand and follow instructions? YES _____ NO _____

Explain _____
_____
_____

COMMUNICATION IN LANGUAGE OF SQUAD EVALUATION

Direct **CRWB** to give different multiple commands in the language used by the squad to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands.

Was person able to understand and follow instructions? YES _____ NO _____

Explain _____
_____
_____

Accepted _____ Not Accepted _____

Inspector:_____ _____
(Print) (Signature)

Participant:_____ _____
(Print) (Signature)

Exhibit C - Compensation

C 1.0 COMPENSATION RATES – Subject to the terms and conditions contained in this Exhibit, **Contractor** will be compensated as set forth below.

C 1.1 For **Suppression** and **Severity/Preparedness Assignments**, **Contractor** will be compensated at the **Contract Rate** contained in **Attachment A** for each hour worked by a **Crew Member** when a **Crew** is (a) **Under Hire** and (b) **On-Shift**.

C 1.2 Except as set forth below, the compensation rates described in C 1.1 shall include compensation for all labor, materials, **Equipment**, tools, supplies, **Services**, transportation, taxes, fees, insurance, **Contractor** overhead and administration and any other cost, fee or expense of any type or description incurred by the **Contractor** under this **Agreement**. No payment will be made for costs associated with **Equipment** support (except as described in C 6.4), shift briefings (except as described in C 6.1), **STCR Trainee, invoice reconciliation or check-out time. *These costs are considered incidental and are to be incorporated into the crew hourly rate*.** Payment for work will be made only for those items described in the **Agreement**.

C 2.0 SPECIAL TERMS AND CONDITIONS APPLICABLE TO SEVERITY/PREPAREDNESS ASSIGNMENTS:

C 2.1 Duties performed in connection with **Severity/Preparedness Assignments** shall be limited to light duty with limited travel required for assignment activities.

C 2.2 See **C 5.0** below for **Subsistence** obligations during **Severity/Preparedness Assignments**. Lunch breaks are non-compensable while on **Severity/Preparedness Assignments**.

C 3.0 COMPENSATION FOR MEAL PERIODS

C 3.1 Personnel on the fireline may be compensated for their meal period if <u>all</u> of the following conditions are met:

C 3.1.1 The fire is not controlled, <u>and</u>

C 3.1.2 The Operations Section Chief makes a decision that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, <u>and</u>

C 3.1.3 The compensable meal break is approved by the **Government** supervisor at the next level above the **Crew Boss** and it is documented on the Crew Time Report, SF-261. On **State of Oregon** jurisdictional **Incidents**, the use of the **ODF** Emergency Personnel Shift Ticket, form #629-1-2-2-603 is acceptable.

Note: In those situations where **Crew** cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the Crew Time Report, SF-261. On **State of Oregon** jurisdictional **Incidents** the use of the **ODF** Emergency Personnel Shift Ticket, form #629-1-2-2-603 is acceptable. Proper documentation includes a written statement, such as, “Meal Time Compensable” or “Paid Meal Period.” If not documented, no meal period will be paid and a meal break (if not shown) will be deducted from the total time submitted.

C 3.2 For fireline personnel after control of the fire, a meal period of at least 30 minutes must be ordered and taken for each work shift and must be clearly shown on the Crew Time Report.

C 4.0 COMPENSATION FOR TRAVEL TIME - Compensation will be paid for travel only as set forth below.

C 4.1 Compensable travel time via ground transportation shall be calculated by dividing distance (from **Point of Hire** to **Incident** and either return to **Point of Hire**, or **Incident** to **Incident**) by average travel speed of 45 mph. Meal and rest periods are included in the 45 mph calculation. If

available at the time of dispatch, **Contractor** may use an accurate Internet-based travel program to calculate and document travel distance from the **Designated Dispatch Location** (**DDL**) to the **Incident**.

C 4.2 Check-in time is considered compensable.

C 4.3 Expected arrival time at the **Incident** will be determined by **Government** at the time of dispatch. Return travel time will be determined by **Government** at the time of release from the **Incident**.

C 4.4 Travel time for under strength **Crews** or replacement of **Crew Members** will be paid as follows:

> C 4.4.1 If a **Crew** arrives at an **Incident** without the required number of **Crew Members**, and the **Government** chooses to hire the under strength **Crew** as permitted in **D 6.0,** the **Point of Hire** will be the **Incident** and no travel time will be paid. In addition, travel time to the **Incident** will not be paid for additional **Crew Members** necessary to complete a **Crew**. **Government** will pay travel time for all **Crew Members** of the **Crew** to return to the **DDL**.
>
> C 4.4.2 If an under strength **Crew** is reassigned by **Government** to another **Incident**, **Government** will pay travel time from **Incident** to **Incident** and return to **Point of Hire** or **DDL**, whichever is closer.
>
> C 4.4.3 While assigned to the **Incident** if the **Crew** is reduced to less than 20 **Crew Members**, or **Contractor** replaces a **Crew Member**, for any reason, **Government** will not pay travel time for that **Crew Member** or the replacement of that **Crew Member**.

C 4.5 **Government** will not pay return travel time to the **Point of Hire** upon release of **Contractor** or removal of **Contractor's Crew Member**s from an **Incident** resulting from violations of the terms and conditions of the **Agreement** which **Contractor** fails to correct following notice and a request to correct by **Government**.

C 4.6 If **Contractor's** vehicle becomes inoperable or damaged after inspection and acceptance by **Government** at the **Incident** and **Contractor** cannot repair the vehicle within 24 hours or as agreed upon by **Government**, **Government** may release the **Crew**, in which event **Contractor** will be paid return travel time to the **Crew's DDL**. Vehicle(s) that become inoperable at an **Incident** will be removed at **Contractor's** expense.

C 4.7 If a **Crew Member**, or **Contractor Crew** is terminated, quits, or otherwise is released from the **Incident** for any reason, the **Contractor** is responsible for returning the **Crew Member** or **Crew** to the **Point of Hire** with a departure time from the **Incident** Command Post (ICP) no later than 12 hours or within the time specified by the **Government Representative** following such decision. The **Contractor** may, at its discretion, provide such transportation, or request the **Incident Management Team** (**IMT**) to arrange for the transportation with all transportation costs to be deducted from **Contractor's** compensation. If **Contractor** does not act in a timely manner (i.e., a **Crew Member** does not depart from the ICP for return to **Point of Hire** within the specified time period), the **IMT** has authority to transport the **Crew Member** or arrange transportation for such **Crew Member** and to deduct all such transportation costs from **Contractor's** compensation.

C 4.8 If a fire camp is not provided and the **Crew** is directed to commute to the **Incident** from its **DDL, Government** shall pay compensation for travel to and from the **Incident**.

C 4.9 On reassignment, the **Government** agency responsible for the **Incident** to which **Contractor** is traveling will pay **Contractor** for travel time between **Incidents**. **Contractor** shall make available a copy of the last-day documentation (invoice) from the previous **Incident** to the receiving **Incident** Finance Section.

C 5.0 SUBSISTENCE – **Subsistence** obligations of the **Contractor** and the **Government** shall be as set forth below.

C 5.1 **Contractor** shall provide each **Crew Member** adequate food and water during travel and until end of the first shift worked. **Government** shall furnish food and water after the end of the first shift worked if the **Crew** is not released and is required to stay in fire camp. If the **Crew** is allowed or directed to return to its **DDL** during its **Off-Shift** time, **Government** will not provide **Subsistence**. Dispatch may require double lunch at time of ordering and specified on **Resource Order** depending upon **incident** needs of first shift worked.

C 5.2 During **Demobilization** and associated travel, the **Government** may, at its discretion, provide **Subsistence** to **Contractor** personnel without charging **Contractor**.

C 5.3 **Contractor** shall provide adequate **Rest and Recuperation** time for all **Crews** while under **Contractor** control, and shall monitor the **Rest and Recuperation** time provided by **Government** when **Crews** are working at an **Incident** to ensure that such time is adequate for **Crew** safety. **Contractor** must communicate promptly to **Government** any concerns relating to **Government's** provision of, or perceived failure to provide, **Rest and Recuperation** time during an **Incident**.

C 5.4 If a **Crew** on a **Severity/Preparedness Assignment** is allowed to return to its **DDL** during **Off-Shift** time, the **Government** will not provide food for the **Crew**. When the **Crew** is not allowed to return to its **DDL** during **Off-Shift** time the **Government** shall provide **Subsistence** under C 5.7.

C 5.5 **Government** does not furnish lodging unless **Government** directs **Contractor** to a designated facility. When directed by **Government** to a commercial facility, rooms will be booked for double occupancy. Documentation from **Government** shall be specified for the appropriate individual **crew** on the **Resource Order**, and include the name of **Government Representative** authorizing **Subsistence**. If **Contractor Crew** does not utilize the approved lodging, no payment will be made by **Government**.

C 5.6 **Government** shall furnish **Subsistence** and campsite after the first shift worked if the **Crew** is not released or is required to stay in the fire camp. If the **Crew** is allowed to return to its **DDL** during **Off-Shift** time, **Government** will not provide **Subsistence**. **Contractor** shall furnish **Subsistence** for **Contractor Crew Members** in excess of the required **Crew** strength listed in Exhibit A.

C 5.7 For **Contractor** travel time exceeding work/rest standards or complying with driving limitations as specified, or where no fire camp is available and **Government** determines that commuting is uneconomical, **Government** will, in its discretion, either furnish **Subsistence,** direct **Contractor** to a designated facility, or provide an additional payment to **Contractor** as follows:

C 5.7.1 Per Diem (Lodging). When the **Government** cannot provide campsite and commuting is not feasible, **Government** will pay per diem rate published by the U.S. General **Services** Administration web site (www.gsa.gov), based on double occupancy.

C 5.7.2 Per Diem (Meals). When the **Government** cannot provide food and drink after the first shift worked **Government** will pay per diem rate published by the U.S. General Services Administration web site (www.gsa.gov).

C 5.7.3 **Subsistence** During Travel - Remain Overnight (RON). **Subsistence** is compensable when authorized by sending dispatcher and notated on the **Resource Order** for the specifically identified **Crew**. **Subsistence** consideration will include agreed upon date and time of arrival at **Incident**, travel time, and estimated time of departure. Payment will be in accordance with C 5.7.1 and C 5.7.2.

C 5.7.4 The maximum allowance to be paid is based on the number of **Crew Members** shown on the shift ticket, not to exceed twenty persons. In the case of a **Strike Team**, the number will not exceed forty-one (41) persons.

C 5.8 **Government** will not provide **Subsistence** for any **Crew Day Under Hire** of less than 8 hours.

C 5.9 While on **Subsistence**, **On-Shift** time does not include travel from lodging locations to the **Incident** Command Post unless directed by **Government**. **Contractor** shall request payment for **Subsistence** under this subsection using an invoice provided by the **Contractor** which shall be submitted to the **Incident Host Unit.**

C 6.0 SPECIAL CIRCUMSTANCES – Compensation to **Contractors** shall be paid or limited for the following situations:

C 6.1 SHIFT BRIEFINGS - Except as set forth below, **Government** will only compensate **Contractor** for the attendance of either (a) the **CRWB**, or (b) if applicable, the **Strike Team** Leader at operational briefings. If a **Crew** on a Suppression or **Severity/Preparedness Assignment** is directed to a location for shift briefing during travel to an assignment, all **crew member**s will continue to be compensated while on shift.

C 6.2 SHIFT GUARANTEE - Except as set forth below, **Contractor** shall be paid a minimum guaranteed payment (the "**Guarantee Rate**") for each calendar **Day** the **Crew** is **Under Hire**. The **Guarantee Rate** shall be calculated as follows:

> (8 hours) x (number of **Crew Members**) x (Hourly Rate specified in C 1.1 or C 1.2 as appropriate)

C 6.2.1 For the first **Day** of dispatch and last **Day** when released to the **DDL**, **Contractor** will be compensated for the actual hours worked including travel time.

C 6.2.2 The **Guarantee Rate** does not apply if **Contractor** cancels a **Confirmed** dispatch at any time or if **Contractor** or the **Crew** is not compliant with the terms of the **Agreement**, or if the **Crew** is unable to perform part or all of its designated shift/hours. In such event, only actual **On-Shift** hours will be paid.

C 6.3 CALL BACK - **Government** shall compensate **Contractor** for one (1) hour call-back time if **Crew** availability has been **Confirmed** by **Contractor** and is then canceled by **Government** before the **Crew** leaves the **Point of Hire**. Payment shall be made on the basis of the verified **Crew** strength. If **Government** cancels order while **Crew** is in travel status, **Government** will compensate **Contractor** according to **C 4.0** for actual distance traveled.

C 6.4 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL – When directed by the **Incident**, the **Contractor** shall clean their vehicle(s) to remove noxious weed seeds. Time spent by the **Contractor** performing this task is considered **On-Shift** time. The **Government** will normally provide cleaning facilities. If the **Government** requires use of commercial facilities, the **Government** will reimburse the **Contractor** for these costs based on written receipts.

C 7.0 ADMINISTRATION AND RECORD KEEPING MATTERS –

C 7.1 **Contractor** shall submit a complete and accurate daily Crew Time Report, signed by the **Crew Boss** or **Strike Team** Leader as appropriate, at the end of each **Shift** to the individual designated by **Government** to collect and collate such reports. The names listed on the Crew Time Report shall be in the same order as listed on their **Hand Crew Manifest**. Failure to submit accurate daily **Crew** Time Reports on a timely basis will be a material breach of this **Agreement**.

C 7.2 **Contractor** and **Government** shall reconcile actual **Crew** strength, names of **Crew Members** assigned and time **On-Shift** on a daily basis. Following reconciliation of **Crew** records, **Contractor** and **Government** shall each sign the daily time report. At no time will **Contractor** list more than 20 persons on any daily time report.

C 7.3 **Contractor** must obtain the signature of the designated **Government Representative** at the **Incident** on the designated timekeeping record on a daily basis. The **Government Representative** shall deliver the timekeeping record to the **Incident** Finance Section daily to facilitate timely payment from **Government.**

C 7.4 If a **Crew Member** is required to leave the **Incident** due to sickness, injury or termination, compensation of the **Contractor** for that **Crew Member** shall terminate when the **Crew Member** leaves the fireline.

C 8.0 INVOICING AND PAYMENT OF COMPENSATION – Invoicing and payment of invoices shall be made as follows:

C 8.1 Compensation payments for all **Services** under this **Agreement** shall be made to the **Contractor** by the **Government** entity indicated on the **Resource Order** for **Services** for the specific **Incident** that is the subject of the **Resource Order**. **Contractor** shall not seek compensation from any other **Government** entity. The **Administering Agency** shall have no obligation to pay any compensation to the **Contractor** unless the **Resource Order** was issued with respect to an **Incident** under the jurisdiction of the **State of Oregon**.

C 8.2 Invoices for **Services** shall be sent to the following locations:

C 8.2.1 For **Incidents** under the federal authority, see **Exhibit J Schedule 1.**

C 8.2.2 For **Incidents** under the authority of the **State of Oregon**, see **Exhibit J Schedule 2.**

C 8.2.3 For **Incidents** under the authority of the State of Washington, see **Exhibit J Schedule 3.**

C 8.3 Payment of invoices shall be made in accordance with terms contained in the respective Exhibits referenced above. The **State of Oregon** shall not be liable to **Contractor** for any compensation owing to **Contractor** by, or for any delay or failure to compensate by, the State of Washington, any other state, local or tribal jurisdiction, or the United States.

C 8.4 Compensation issues and claims will be handled based on the jurisdictional Agency authority.

C 8.4.1 For **Incidents** under the authority of the **State of Oregon**, see **Exhibit J Schedule 2**.

C 8.4.2 For **Incidents** under the authority of the State of Washington, see **Exhibit J Schedule 3**.

C 8.4.3 For **Incidents** under the federal authority, see **Exhibit J Schedule 1**.

C 9.0 CONTRACTOR ASSIGNMENT OF RIGHT TO RECEIVE COMPENSATION:

Contractor may request approval by the **Administering Agency** to assign **Contractor's** right to receive compensation owed under this **Agreement** to a bank or financial institution. After consultation with other **Government** entities, the request may be approved or denied by the **Administering Agency** at its discretion. Such approval, if granted, will be applicable only with respect to compensation due and owing for **Services** on **Incidents** under the jurisdiction of the states of Oregon or Washington. The following procedure shall be applicable to requests for assignment of rights:

C 9.1 **Contractor** shall deliver a written request for assignment of rights to the **Administering Agency** together with a Notice of Assignment (see **Exhibit J Schedule 1**) in triplicate to the **Administering Agency.** The **Administering Agency** shall consult with the applicable contact for Oregon and Washington and based on such consultation, the request will be approved or denied.

C 9.2 <u>ASSIGNMENT OF CLAIMS</u>. If the **Contractor** elects to assign future payments to a bank or financial institution, the assignment must be signed by the appropriate **Government** administrators identified below (Accounts Payable Coordinator) and will last for the duration of this **Agreement** unless **Contractor** provides proper notification to **Government** to stop the assignment. **Contractor** shall attach a copy of the Award Summary Sheet or other **Government**-specific documentation to all invoices. If approved, the Notice of Assignment will be transmitted to the following entities for processing and payment of future payments due to the **Contractor**.

OREGON JURISDICTION INCIDENTS. Oregon assignment of claims contact: **Oregon Department of Forestry**, Accounts Payable Coordinator, 2600 State Street, Salem, OR 97310. Telephone contact number: (503) 945-7234.

WASHINGTON JURISDICTION INCIDENTS. Washington assignment of claims contact: Washington Department of Natural Resources, Financial Management Division, PO Box 47041, Olympia, WA 98504-7041. Telephone contact number: (360) 902-1250.

FEDERAL JURISDICTION INCIDENTS. If **Contractor** elects to assign future payments to a bank or financial institution, **Contractor** must have the bank or financial institution complete the Notice of Assignment (see **Exhibit J Schedule 1**). The Notice of Assignment must be filed in TRIPLICATE ORIGINAL with the Contracting Officer for EACH federal agency the **Contractor** works for during the effective period of this **Agreement**. The assignment(s) will last for the effective period of this **Agreement** unless **Contractor** gives proper notification to stop the assignment(s). When electronic funds transfer is utilized, the **Contractor** must make sure that the bank or financial institution and the surety (if applicable) are aware of the information that must be provided to the disbursing/payment offices. USDA Forest Service, Attn. Ben McGrane, Fire and Aviation Contracting Team, Redmond Air Center, 1740 SE Ochoco Way, Redmond, OR 97756. Telephone contact number: (541) 504-7273.

BUREAU OF LAND MANAGEMENT – Oregon State Office. Attn: Walter Ullrey – BLM, OR/WA State Office, Procurement, PO Box 2965, Portland, OR 97208. Telephone contact number: (503) 808-6302.

C 9.3 The assignment shall remain in full force and effect until (a) receipt by the **Administering Agency** of satisfactory documentation between **Contractor** and the bank or financing institution terminating the assignment, and (b) a reasonable time to permit the processing of the termination by the states of Oregon, Washington, or the federal agency.

Exhibit D - Dispatch, Work/Rest and Demobilization of Contracted Crews

D 1.0 DESIGNATED DISPATCH LOCATION - The **Designated Dispatch Location** (**DDL**) shall be used to assemble **Contracted Crews** for dispatch to **Incidents** and to permit inspection of the **Contracted Crews** by the **Government**. The following provisions shall apply to all **DDL**'s.

D 1.1 **Contractor** must provide its own **DDL** or own **DDL**'s independently of and separate from the **DDL** of any other **Contractor**. If **Contractor** has multiple **Contracted Crews** that will be dispatched from the same city or town, all of those **Contracted Crews** must utilize the same **DDL**.

D 1.2 **Contractor** may relocate a **DDL** only with prior written approval by **Administering Agency**. Approval of the relocation of a **DDL** is solely within the discretion of **Administering Agency**. The process for seeking approval to relocate a **DDL** is as follows:

D 1.2.1 **Contractor** shall deliver a written request to the **Administering Agency PCSU** Contract Officer to relocate the **DDL** prior to the date of the proposed relocation. Any change in physical address of **DDL** must be within the same geographic area and host site as the original **DDL** and offer equal or better support facilities.

D 1.2.2 The proposed relocated **DDL** must meet all of the specifications set forth in this Exhibit for **DDL**'s.

D 1.3 Each **DDL**, including all relocated **DDL**'s, must meet the following specifications for the **Term of the Agreement**:

D 1.3.1 The **DDL** must have a minimum of 3000 square feet of unobstructed and continuous dedicated space. If two or more **crew**s utilize the same **DDL**, **Contractor** must have adequate space over the minimum 3000 square feet to accommodate the additional **crew**s.

D 1.3.2 Each **DDL** must be available for the **Assembly** and inspection of **Contracted Crews** 24 hours per **Day**.

D 1.3.3 If **Contractor** does not own the **Property** on which the **DDL** is located, **Contractor** must have written approval and authorization from the owner of the **Property** to access and use the **Property** for all of the purposes set forth in this **Agreement**.

D 1.3.4 **Contractor** and each **DDL** must comply with the regulations of the appropriate **Government** entity, including its land-use requirements, for the purpose of dispatching firefighting **crew**s.

D 1.4 If a **DDL** becomes unavailable or fails to meet all specifications of this **Agreement** at any time during the **Term of the Agreement**, **Contracted Crews** assigned to the **DDL** will be statused as **Unavailable** and will not be dispatched to any **Incident** until the **Administering Agency** is satisfied that (a) the **DDL** is available, or (b) the **DDL** meets all of the specifications, or (c) the **DDL** is relocated in accordance with **D 1.0**. **CONTRACTOR** MUST NOTIFY THE **ADMINISTERING AGENCY** IMMEDIATELY IF A **DDL** BECOMES UNAVAILABLE FOR ANY REASON FOR THE DISPATCH OF **CONTRACTED CREWS**.

D 2.0 CONTRACTOR DISPATCH INFORMATION –

D 2.1 **Attachment A** (Agreement Award Summary) contains essential information relating to a **Contractor**'s **Contracted Crews** including the **DDL** and contact information relating to dispatch. **Contractor** shall provide the **Administering Agency** with written notice of any change to the information in **Attachment A** within 48 hours of the change.

D 2.2 All changes required by D 2.1 above shall be submitted in writing to the **Single Point of Contact.**

D 2.3 **Contractor** shall provide **Administering Agency** with any changes to the **day** and night phone numbers of two (2) persons and one operating fax number (**in addition to an active e-mail address)** that may be contacted to initiate dispatch response. Notice shall be submitted to: **Protection Contract Services Unit**, **Oregon Department of Forestry**, Bldg. D, 2600 State Street, Salem, Oregon 97310.

D 3.0 STATUSING OF ALL CONTRACT CREWS –

D 3.1 In order to effectively and efficiently select and dispatch **Crews** to **Incidents**, it is essential that **Government** have complete and accurate information regarding the current status of each **Contracted Crew**.

D 3.2 In order to effectively and efficiently select and dispatch **Crews** to **Incidents**, **Government** utilizes a computer-based dispatching program, located on the Internet at web site *http://ross.nwcg.gov*, called ROSS (Resource Ordering and Status System). **Government** will provide each **Contractor** one unique user name and password that will allow access to ROSS for the purpose of updating the availability of **Contracted Crews**. If **Contractor** cannot access ROSS or if ROSS is unavailable, **Contractor** may only then report the status of **Contracted Crews** by **fax** (**DO NOT CALL**) to the **Host Unit**. In such event, the **Host Unit** will update the status of **Contractor**'s **Contracted Crew**(s) on ROSS. (See **Attachment 1 to Exhibit D**.)

D 3.3 **Contractor** shall be responsible for accurately statusing **Contracted Crews** in ROSS on a regular basis in accordance with the requirements set forth in D 3.4.

D 3.4 **In order for a Contract Crew to be statused as Available, at least 20 Crew Members must be Available that meet Crew structure requirements**. **Crew Members** and all required **Equipment**, supplies and vehicles for the **Contracted Crew** must be **Available** and be able to assemble at the applicable **DDL** within two (2) hours after acceptance and confirmation of availability. A **Contracted Crew** shall be statused as **Unavailable** if it does not meet all of the conditions described above or if one of the following situations is applicable:

D 3.4.1 **Contractor** shall not report the status of a **Crew** as **Available** until the **Crew** has been **Demobilized** and released from a prior **Incident**.

D 3.4.2 **Crews** returning from assignment or in travel status must not be statused as **Available** if **Work/Rest** requirements need to be met.

D 3.4.3 Upon returning to the **DDL** following an assignment, **Contractor** must meet work/rest and **Length of Assignment** requirements, as specified in **D 7.0** prior to statusing **Crews** as **Available**.

D 3.4.4 If **Contractor** is statused as **Available** and turns down an assignment, other than an Out of Region **Assignment,** the **Contractor** shall immediately status the **Contracted Crew** as **Unavailable** for a period of 24 hours unless otherwise agreed by the **Government**.

D 3.5 **CONTRACTOR** SHALL NOT CALL **GOVERNMENT** DISPATCHERS TO STATUS **CREWS** AS **AVAILABLE**, OR TO OBTAIN INFORMATION REGARDING CURRENT OR PROJECTED FIRE ACTIVITY OR NEEDS, WHEN OR IF A **CONTRACTOR** WILL BE CALLED FOR AN ASSIGNMENT, OR WHY A **CONTRACTOR** HASN'T BEEN CALLED FOR AN ASSIGNMENT. **Contractor** shall submit complaints or concerns, in writing, regarding dispatch compliance to the **Administering Agency PCSU** Contract Officer at 2600 State St, Salem, OR 97310. Documentation shall include specific details of the issue, e.g. date, **Crew** number, **Host Unit**, **Incident** dispatched to, etc. Calls regarding ROSS can be directed to the source identified in **Attachment 1 to Exhibit D**.

D 4.0 THE DISPATCH AND ASSEMBLY PROCESS – (See **Attachment 2 to Exhibit D**.)

D 4.1 **Government** shall initiate all requests for **Services** under this **Agreement** using general guidelines for the dispatch of **Crews** as set forth in the **Northwest Area Interagency Mobilization Guide** (http://www.nwccweb.us/admin/publications.asp). Decisions regarding the type of **Crews** and location of **Crews** to dispatch under this **Agreement** require a maximum degree of flexibility and therefore, as set forth in Section 1.5 of the **Agreement,** final decisions

regarding dispatch shall be made solely at the discretion of the **Government** with the goal of effectively and efficiently deploying available **Resources** to best control the existing fire situation. Factors that may be taken into consideration by the **Government** in its decision process include (a) the severity and nature of the **Incident**, (b) response time, (c) **Best Value Ranking**, (d) location of **Available Crews**, (e) cost, and (f) other appropriate factors and circumstances. The **Government** may dispatch **Crews** from a **DDL**, or **Crews** that are already in place on an **Incident**. (See **Exhibit A** "**Point of Hire**" and "**Point of Release**".) Any deviation or error in procedure shall be documented by the **Government** dispatch center and will not be deemed a violation of any term or condition of this **Agreement. Government** documentation shall be immediately sent by email to: PCSU@odf.state.or.us or by fax to 503-945-7494.

D 4.2 The request for a **Crew** will be initiated by a phone call to the **Contractor** from **Government Representative**. The request shall include the type of assignment, the **Incident** project name, the **Incident** or reporting location, and the date and time needed.

D 4.3 **Contractor** shall either confirm to **Government Representative** that the **Crew** is Available, or advise that the **Crew** is Unavailable, within one hour or less depending upon other time limits required or permitted by **Government**. The urgency of the dispatch may require **Government** to offer less time to confirm availability of a **Crew** and begin travel to the **Incident**. **Government** shall allow safe and reasonable **Assembly** and travel time to the **Incident**. **Contractor** must confirm that the departure time from the **DDL** and the time needed at the **Incident** can be met.

D 4.3.1 If **Contractor** does not confirm that the **Crew** is **Available** within the required time frame, or if the **Contractor** provides a departure time or expected arrival time that is later than required by **Government**, **Government Representative** may cancel the request without compensation to the **Contractor**.

D 4.4 Upon the confirmation described in D 4.3, **Government Representative** will provide **Contractor** a completed **Resource Order**. Within two (2) hours, or other time limits required or permitted by **Government**, **Contractor** must assemble the **Crew** at the **DDL** and commence travel to the **Incident**.

D 4.5 **Government** reserves the right to monitor or inspect the **Assembly** process to determine **Contractor**'s compliance with all **Agreement** requirements including personnel, **DDL**, **Equipment**, supplies, vehicles and documents. If **Contractor** accepts a **Resource Order** and then turns down the assignment after being asked to assemble, that **Crew** will be suspended indefinitely. In the event of emergency, **Contractor** must submit evidence regarding the facts of the emergency and **Government** will make a decision regarding suspension after adequate documentation is provided.

D 4.6 Except as set forth in the **Agreement**, if a **Contractor** fails to meet the requirements of the **Agreement** in any respect, **Government**, at its sole discretion may cancel the dispatch and order other **Crews**.

D 4.7 Prior to the **Crew's** departure from its **DDL**, **Contractor** must (a) fax a completed accurate **Hand Crew Manifest** to the dispatching office, and (b) fax (to 503-945-7494) or email (PCSU@odf.state.or.us) the **Hand Crew Manifest** and **Resource Order** to the **PCSU**. Whenever a change in **Crew** composition occurs during an **Incident**, a new **Hand Crew Manifest** shall be submitted to the **PCSU** and presented at the **Incident.**

Contractor shall complete the **Hand Crew Manifest** form as follows: Line 1 shall list the **CRWB**, lines 2, 11 and 20 shall list each FFT1. **Contractor** shall identify **Crew** supervision on each **Incident** by circling their **Incident** Position. Language Skills Assessment (LSA-E, LSA-S, LSA-E/S, LSA-R, LSA-E/R, NT) determination shall be listed in the experience column in addition to experience color code letter. See example **Attachment 3 to Exhibit D**. **Crew Members** listed on **Hand Crew Manifest** Form shall include only those names listed on the **Company Manifest** previously submitted to the **PCSU** as required under **B 4.0.** The **Hand Crew Manifest** form shall contain only 20 names that match CTR's submitted at the **Incident** at all times.

D 4.8 By accepting a dispatch, **Contractor** represents that it has all permits, licenses, and other authorizations required by the jurisdiction responsible for the **Incident** to which **Contractor** is responding and for which **Contractor** is providing a **Crew** and further represents that **Contractor** is not subject to any actions or proceedings, legal or otherwise, that would impede **Contractor's** ability to perform the **Services** required under the **Agreement**.

D 4.9 **CONTRACT AND CREW REPRESENTATIVE**

D 4.9.1 Contract Representative Northwest (CRNW) / Incident Contract Project Inspector (ICPI). When **Crew**s are dispatched, **Government** may assign a qualified CRNW or ICPI to assist with **Contractor** inspections and administration of the **Agreement**.

D 4.9.2 **Crew Representative**. **Contractor** may assign a **Crew Representative** as liaison between **Contractor**'s **Crew** and **Government** at an **Incident**. **Crew Representative**s shall carry an authorization letter on company letterhead for the current **Agreement** year signed by the company owner that identifies the individual to represent **Contractor**. The **Crew Representative** is non-compensable, not considered a member of the **Crew**, and not listed on the **Hand Crew Manifest** form. **Contractor** is responsible for all costs, transportation and **Subsistence** associated with the **Crew Representative**. **Government** shall not furnish meals or other guarantees to the **Crew Representative**.

D 5.0 TRAVEL TO THE INCIDENT REPORTING LOCATION – Provisions contained in this **Section** apply at all times when a vehicle is used in the provision of **Services** including without limitation, travel during mobilization and **Demobilization,** when actively engaged in wildland fire, or during initial attack fire response (includes time required to control the fire and travel to a rest location).

D 5.1 These standards address driving by personnel actively engaged in wildland fire activities, including driving while assigned to a specific **Incident** or during initial attack fire response (includes time required to control the fire and travel to a rest location). These guidelines will also be followed during mobilization and **Demobilization**. **Contractor** must ensure that **Crews** comply with the following driving time limits when traveling to and from an **Incident** by motor vehicle:

D 5.1.1 **Resources** assigned to an **Incident** or engaged in initial attack fire response must adhere to the current work/rest guidelines for determining length of duty day;

D 5.1.2 No person shall drive for more than ten (10) hours (excluding rest stops and stops for meals) in any period of 24 consecutive hours, unless such driver has been given eight (8) consecutive hours rest immediately following the ten (10) hours of driving (CFR Title 29 500.105 and CFR Title 49 398.6);

D 5.1.3 Each driver must be given at least eight (8) consecutive hours off duty between each shift (exceptions are allowed when essential to accomplish immediate and critical suppression objectives or address immediate and critical firefighter or public safety issues);

D 5.1.4 Multiple drivers in a single vehicle may drive up to the duty day limitation provided no driver exceeds individual driving (behind the wheel) time limitation of ten (10) hours; and

D 5.1.5 Documentation of mitigation measures used to reduce fatigue is required for drivers who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the ten (10) hour individual driving (behind the wheel) time limitations.

D 5.1.6 For driving assignments requiring possession of a current Commercial Driver's License (i.e., vehicles designed for 16 or more passengers, or having a gross vehicle weight of 26,001 pounds or more), all drivers must comply with DOT Regulations.(Title 49, CFR parts 383, 390-393, 395-396, and 398 that apply to motor carriers.)

D 5.2 **Contractor** must employ measures to prevent driver fatigue whenever possible. These measures may include, without limitation:

D 5.2.1 Additional drivers operating within the appropriate duty day limitations;

D 5.2.2 Reducing the length of the duty day;

D 5.2.3 Expanded rest requirements; or

D 5.2.4 Alternative travel methods.

D 5.3 This **Agreement** does not authorize the use of red lights or sirens nor does it authorize speeding to or from an **Incident**.

D 6.0 ACTIONS UPON REPORTING TO THE INCIDENT REPORTING LOCATION –

D 6.1 **Contractor**'s **Crew** must arrive at the **Incident** site with a copy of the entire **Agreement** on or before the agreed time. If **Contractor**'s **Crew** fails to arrive at the **Incident** reporting site by the required arrival time, **Government** may, at its sole discretion, reject the **Crew** and order another **Crew** and may take such steps as **Government** deems to be applicable under the circumstances including, without limitation, administrative action in accordance with **Exhibit H.**

D 6.2 Except as set forth below in this Section, **Crews** must arrive at the **Incident** reporting site on or before the agreed time with a full **Crew** and all required **Equipment**, supplies, vehicles and required documents. If **Contractor** fails to arrive as agreed or provide a fully staffed **Crew**, **Government** may, in addition to any other remedies that may be available to it under the **Agreement** or applicable law, take such steps as **Government** deems appropriate under the circumstances, including without limitation termination of the **Agreement** by **Administering Agency**. A **Crew** that arrives with no less than 18 persons may be temporarily accepted by the **Government** provided that (a) **Government** was notified of the short **Crew** situation at the time of confirmation of **Crew** availability, and (b) provided further that the **Contractor** agreed to bring the **Crew** up to the full personnel complement within 24 hours of the arrival of the **Crew** at the **Incident** reporting site or by a different deadline specifically agreed upon in writing by the **Government**.

D 6.2.1 **Contractor** must maintain agreed upon **Crew** strength until the **Crew** is released from the **Incident** by **Government**. If at any time while assigned to an **Incident, Contractor Crew** strength is reduced to less than 20 people (or as agreed at time of dispatch), **Government** may allow **Contractor** to continue working and to bring **Crew** strength back to the agreed upon number within 24 hours. If **Crew** strength is reduced below 18, **Government** reserves the right to demobilize **Crew**.

D 6.2.2 **Government** reserves the right to order **Crews** consisting of less than 20 persons as specified at time of dispatch and as documented on the **Resource Order**. **Contractor** must maintain the agreed upon **Crew** strength.

D 6.3 **Contractor** must deliver a copy of the following documents to the **Incident Commander** or **Government** authorized representative upon check-in at the **Incident** site. Without these documents, **Contractor** will not be allowed to work on the **Incident**.

D 6.3.1 **Resource Order** Form.

D 6.3.2 **Agreement** Award Summary Sheet.

D 6.3.3 **Hand Crew Manifest**. **Contractor** shall provide copies of a new manifest to the **Incident** Finance Section and the **ODF Protection Contract Services Unit** when a change in personnel occurs.

D 6.3.4 An **Equipment Manifest** of all **Equipment** including specific brand names, size, serial numbers, color (if applicable), and identifying marks, etc. **Contractor** shall provide copies of a new manifest to the **Incident Commander** or **Government** authorized representative when a change in **Equipment** occurs.

D 6.4 If **Crew** fails to meet all requirements upon reporting to the **Incident** site, **Government** may not pay travel time from the **DDL** to the **Incident** site and in addition and at its sole discretion, may take any of the following actions:

D 6.4.1 Allow the **Crew** up to 24 hours to remedy the deficiencies, or

D 6.4.2 Reject the non-complying **Crew**.

D 6.5 If **Government** authorizes **Contractor** to remedy its non-compliance and **Contractor** is unable to bring a deficiency into compliance within the time allowed, **Government** may:

D 6.5.1 Discharge the **Crew** from the **Incident** and no travel time shall be paid, or

D 6.5.2 Elect to hire the **Crew** and, if **Available**, furnish the necessary **Accountable**, **Durable** and/or **Consumable Property** to bring the **Crew** into compliance, in which event the **Point of Hire** and **Point of Release** will be the **Incident**. See **F 5.0.**

D 6.6 **Government** reserves the right to inspect the **Contractor's Crews** and **Equipment** at any time. Any **Contractor** found non-compliant will be subject to all remedies deemed appropriate by **Government**.

D 6.7 OTHER DUTIES AS ASSIGNED. **Government** may assign **Crew Member**s to other duties in connection with the wildfire assignment if the **Crew Member**s are qualified to perform those duties. Duties may include working as a camp **crew**, piling brush or other work or activity deemed appropriate by **Government**. Payment will be made at the appropriate assignment rate. Shifts worked must be within work/rest guidelines.

D 7.0 WORK/REST POLICY.

D 7.1 General Policy - To maintain safe and productive **Incident** activities, **Government** shall appropriately manage work and rest periods, assignment duration and shift length for **Crews** working at **Incidents** under **Government** control. **Government** and **Contractor** shall plan for all **Crews** to be provided a minimum 2:1 work to rest ratio (i.e., one (1) hour of sleep or rest for every two (2) hours of work or travel).

D 7.2 The use of the words "work" and "rest" used in this subsection are for purposes of defining work/rest periods only and not for the purposes of compensation. For the purposes of defining work/rest in the context of the 2:1 work/rest ratio, "work" includes travel to and from the worksite, compensated meal breaks, debriefing and **Equipment** refurbishment following assigned work shift in preparation for the next **Operational Period** whether compensable or not. "Rest" is all time off duty outside of the work shift and includes non-compensable breaks.

D 7.3 Work shifts that exceed 16 hours or consecutive **Days** that do not meet the 2:1 work/rest ratio should be the exception, and no work shift should exceed 24 hours. However, in situations where this does occur (for example, initial attack), **Incident Management** Personnel will resume the 2:1 work/rest ratio as quickly as possible.

D 7.4 The **Incident Commander** or **AA** or designee must justify work shifts that exceed 16 hours and those that do not meet 2:1 work to rest ratio. Justification will be documented in the daily **Incident** records. Documentation must include the mitigation measures used to reduce fatigue. The Excess Hours Log found in the Appendix Tool Kit of the Interagency **Incident** Business Handbook is an acceptable method of documentation.

D 7.5 **Government** shall provide each **Crew** with adequate **Rest and Recuperation** time while at the **Incident**. The **Incident Commander** is authorized to determine the need for **Rest and Recuperation** for all **Crews** provided under this **Agreement.**

D 7.6 Generally, **Crew** assignments are limited to 14 **Days** or less, **exclusive of travel** from and to home **DDL**, except for **Severity/Preparedness Assignment** as described in **C 2.0**. See **Exhibit A** for definition of **Length of Assignment**. Time spent in staging and pre-position status counts toward the 14-**Day** limit regardless of pay status. **Government's** normal practice will be to **Demobilize** a **Crew** from an **Incident** after the fourteenth (14th) **Day** of an assignment. Upon **Demobilization** from an **Incident**, the **Crew** will return to its **DDL** for two mandatory **Days** off. **Contractor** shall not replace entire **Crew** to avoid **Demobilization** from **Incident**. Contract **Resources** are not entitled to paid **day**s off upon release from the **Incident** or at their **DDL. Government** may not reassign that **Crew** and **Contractor** may not report that **Crew's** status as **Available** on ROSS during the mandatory 48 hour rest period after the **Crew's** return to its **DDL** (see D 3.4). **Government** may assign the **Crew** to a new **Incident** following the mandatory rest

period. In such new assignments a new fourteen (14) **Days**, not including the travel time to the **Incident**, will begin.

D 7.7 **Government** may retain a **Crew Under Hire** after the fourteenth (14th) day of an assignment. Prior to extending **Resources** after the initial 14-day assignment, **Contractor** and **Government** must consider health, readiness, and **Crew** capabilities; and must endeavor not to unduly compromise the health and safety of **Incident Resources**. Assignments may be extended when life and property are imminently threatened, suppression objectives are close to being met, or replacement **Resources** are **Unavailable** or have not yet arrived. Upon completion of the standard 14-day assignment, an extension of up to an additional 14 days may be allowed (for a total of up to a maximum of 30 days, inclusive of mandatory **days** off, and exclusive of travel). Regardless of extension duration, two mandatory **days** off will be provided prior to the 22nd day of the assignment. If the **Crew** is required to remain in camp, compensation while the **Crew** is on mandatory **days** off prior to the 22nd day of the assignment and while the **Crew** remains **Under Hire** will be the **Guarantee Rate** (see **Exhibit A** for definition). Assignments may be extended only upon documented and signed agreement by **Government** and **Contractor**. Upon **Demobilization** from an **Incident**, regardless of extension duration, the **Crew** must return to its **DDL** for two mandatory **day**s off. **Contractor** may not replace the entire **Crew** to avoid **Demobilization** from **Incident**. **Contractor Resources** are not entitled to paid days off upon release from the **Incident** or at their **DDL**. **Government** may not reassign that **Crew** and **Contractor** may not report that **Crew's** status as **Available** in ROSS during the mandatory forty-eight (48) hour rest period after the **Crew's** return to its **DDL**. (See Section D 3.4.) **Government** may assign the **Crew** to a new **Incident** following the mandatory rest period. (See **Exhibit A** - **Length of Assignment**.)

D 8.0 DEMOBILIZATION OF A CREW –

D 8.1 **Government** may **Demobilize** a **Crew** from an **Incident** for the following reasons:

D 8.1.1 The **Services** at the **Incident** are no longer required.

D 8.1.2 The **Crew** is under strength, has not arrived at the **Incident** within the required time, or is otherwise not in compliance with the requirements of the **Agreement**.

D 8.1.3 The **Crew** or a **Crew Member** has engaged in conduct within the definition of **Demobilization for Cause**.

D 8.1.4 For such other reason as determined by **Government**.

D 8.2 Prior to **Contractor's** departure from an **Incident, Government** shall:

D 8.2.1 Prepare a written performance evaluation of **Crew** performance on the **Incident** using the Incident Crew Performance Rating Form (ICS 224), and

D 8.2.2 Hold a close out briefing with the **Contractor** to go over the evaluation and discuss any other **Crew** performance matters.

D 8.3 **Government Representative** shall give **Contractor** a copy of all evaluations at the **Incident** and shall forward one copy to the **Single Point of Contact**.

D 8.4 If **Government Representative** does not provide **Contractor** a written performance evaluation, **Contractor** shall request the evaluation from the **Government Representative** at the **Incident**. If **Government Representative** does not provide **Contractor** with the evaluation, **Contractor** may notify the **Single Point of Contact.**

D 8.5 If a **Contractor Crew** is **Demobilized for Cause**, the **Crew** and **Crew Boss** will be suspended pending completion of an investigation by **Government** appropriate to the violation. **Contractor** may not accept a dispatch request for any suspended **Crew** or **Crew Boss**. **Contractor** may not dispatch or otherwise deploy to any **Incident**, in any capacity, a **Crew Boss** while the **Crew Boss** is subject to suspension under this Section. In addition, **Contractor** may not dispatch or otherwise deploy to any **Incident**, in any capacity, any **Crew Member** of a **Crew** who participated in or contributed to the conduct or conditions that resulted in

that **Crew's Demobilization for Cause** while that **Crew** is subject to suspension under this Section. If **Contractor** accepts a dispatch request for a suspended **Crew**, a member of a suspended **Crew** who participated in or contributed to the conduct or conditions that resulted in that **Crew's Demobilization for Cause**, or a suspended **Crew Boss**, **ODF** may in its discretion terminate **Contractor's Agreement**.

D 9.0 SPECIAL PROVISIONS APPLICABLE TO DISPATCH TO AND DEMOBILIZATION FROM INCIDENTS OUTSIDE THE STATES OF WASHINGTON AND OREGON.

D 9.1 OUT OF AREA MOBILIZATION

D 9.1.1 When a **Resource Order** for a **Crew** is received at **NWCC**, the request(s) will be placed with the **Host Unit** closest to the **Incident**, or the "point of mobilization" (jetport if the **Crew**(s) are being transported by aircraft).

D 9.1.2 **Crews** or **Crew Members** may on occasion be transported by air. When transportation by air occurs, **Government** chartered flights may be arranged for and paid by **Government**. When **Crews** are transported by commercial flights at **Government** request, **Government** shall reimburse the **Contractor** for air transportation costs. These costs may include any related transportation costs incurred by the **Contractor** from the **DDL** to the designated departure point and return to the **DDL**.

D.9.1.3 If transportation by aircraft is required, weight and bulk of personal gear is restricted in transportation, handling and storage. **Contractor** shall require **Crew Members** to comply with the following: **Crew Member**s must bring the appropriate number of radios, **Crew Members** are allowed two items of baggage (one personal gear soft bag with carrying straps and one set of web gear). Total weight limit per **Crew Member** is 65 lbs. (45 lbs for personal **Equipment** and 20 lbs. for web gear or briefcase). No suitcases or packs with metal or external frames allowed. All gear and personal items must be stored inside the bag and not attached outside. **Crew** shall not come with hand tools or chain saws, unless specifically requested.

D 9.1.4 The **Host Unit** receiving the request from **NWCC** will attempt to fill the request(s) according to the priorities described in Section 20, Contract Crews, Out of Area Mobilization, in the NW Interagency Mobilization Guide.

D 9.2 COMPENSATION FOR ADDITIONAL TRANSPORTATION - **Crews** will generally be ordered with **Contractor** transportation. **Government** may order a **Crew** dispatched without **Contractor** transportation. When a **Crew** is ordered without **Contractor** transportation and after the **Crew** arrives at the **Incident**, **Government** determines that transportation is needed for the **Crew**, **Government** shall either:

D 9.2.1 Provide appropriate **Crew** transportation, if available, at **Government** expense, or

D 9.2.2 Request the **Contractor** to bring **Crew** transportation to the **Incident** from **Contractor's DDL**. When this option is selected, **Contractor** shall be entitled to compensation for the driver at the rate contained in C 1.1 and **Subsistence** as described in **C 5.0** if applicable. Notwithstanding any other provision of this paragraph, when **Government** orders a **Crew** without **Contractor** transportation, the **Contractor** retains the right to move their **Crew** vehicles to an **Incident** at **Contractor's** own expense.

D 9.3 Work rest policies set forth in **D 7.0** apply to out-of-area assignments.

Attachment 1 to Exhibit D
INSTRUCTIONS FOR ROSS WEB STATUS

Via any Browser, navigate to: **http://ross.nwcg.gov**

At the top of this web page is the title Resource Ordering and Status System. With your mouse pointer, hover over the word Status and your pointer should change to a hand. Click on Status**.** DO NOT DOWNLOAD ROSS.

The next page you see will be the login page. Enter your username and password from above. These are case sensitive so enter exactly.

The first thing you will do once in Web-Status is change your temporary password. Click on the "Vendor Resource Status" link, and then look for the "Change Password" link. It will ask you for current password and then ask you twice for your new password. You will have to change your password every 60 days. You can do this as often as you deem necessary. If you have problems, or lose your password, please refer to the information on the following Password Reset Service website:
http://ross.nwcg.gov/quick_ref/qf_using_the_Password_Reset_Service_2010_0608.pdf

If you are a vendor who has more than one type of resource, you will see "Aircraft", "Crew**"**, "Equipment", "Overhead" and "Supply". See links along the left side of the page. These links will allow you to move from one resource type to another.

To update your resource's status, click the radio button on the left next to the Resource Name you wish to change and click on "Individual Resource Status" link at the bottom. This will bring up all the information about that particular resource (i.e. name, organization associated with, home dispatch, qualifications, etc.).

To change your availability for that Resource Item, just check or un-check the "Availability" box and if available, select the "Availability Area" (i.e. Local, Geographic Area Coordination Center, GACC, or National)**. It is up to the Contractors to status themselves appropriately.**

The scope, of the PNW Interagency Engine/Tender and Crew Agreements, addresses the availability of the Agreement Resources to accept assignments in Oregon and Washington. It is up to the individual vendor to decide if they are available to take assignments outside of Oregon and Washington, and if so, ensure that they meet all of the requirements to work in other states.

Local – Available only within your Host Dispatch Unit only your Host Dispatch can see your resource's status.

GACC – Available in the states of Oregon and Washington your Host Dispatch, neighbors of your Host Dispatch, and NWCC can see your resource's status.

National – Available anywhere in the United States your Host Dispatch, neighbors of your Host Dispatch, NWCC, and NICC can see your resource's status.

You can add remarks by clicking on the "New Remark" link.

You can set unavailability periods by clicking on the "Add" feature for "Unavailability Periods" near the bottom of the page. You can either insert the date in the blank box or click on the little blue calendar icons.

To check the status of ROSS Web Status go to **http://ross.nwcg.gov** and if you do not find what you need there call ODF Salem Coordination Center at 503-945-7455.

Please note that vendors with multiple **resources** will be issued ROSS usernames and passwords by the coordination centers as follows:

NICC at Boise	NWCC at Portland	SCC at Salem
National Crew Contract	***PNW Water Handling Equipment***	***IFCA only***

ATTACHMENT 2 TO EXHIBIT D
ADDITIONAL DISPATCHING PROCESS

1. All **Crews** have been assigned a **Best Value Ranking** based on an evaluation at the time of award. This ranking is a consideration for dispatching **Contractor Resources** when dispatch is based on Best Value.

2. All **Crews** will be assigned a **Host Unit**. **Government** may make adjustments to the number and location of **Crew** Host sites at any time during the **Term of the Agreement** based on operational and budgetary needs.

3. The Northwest Area Neighborhood Concept described in Section 20 of the Northwest Interagency Mobilization Guide will be used as a general dispatch guide.

4. **Resource Orders** will be based on **Best Value Ranking** within the Host neighborhood with the **Crews** that can best meet the desired delivery time.

5. If all **Crews** are depleted within both the **Host Unit** and its neighboring **Host Unit**(s), orders for additional **Crews** on federal **Incidents** will be placed with **NWCC** and orders for additional **Crews** on **state Incidents** will be placed with Olympia or Salem dispatch centers. The parent centers will place/fill orders for additional **Resources** based on the strategic needs of the geographic area.

6. When **Crews** are needed and no fire camp is available for the **Incident**, the policy will be to attempt to select the available **Crew** that can make the daily commute. Dispatch will add documentation in the “Special Needs” window when initiating the request.

    a. On **Incidents** where fire conditions warrant an immediate deployment of firefighting forces, a closer **Crew** may be used to fill an order over a higher ranked **Crew**.

    b. When dispatching closest **Crews** and several can meet the desired delivery time at the **Incident**, order of dispatch will be based on **Best Value Ranking**.

7. Orders placed after the **Incident** transitions to Extended Attack will be filled based on **Best Value Ranking**.

Attachment 3 to Exhibit D – Example - Hand Crew Manifest Form

HAND CREW MANIFEST FORM

ORDERING UNIT	INCIDENT NAME	INCIDENT NUMBER	RESOURCE NUMBER
Willamette NF	Shady Beach Fire	OR-WIF-456	C - 17

CONTRACTOR	IFCA NUMBER	DEDICATED DISPATCH LOCATION
Western Contractors	IFCA08125	Eugene
CONTRACTOR REPRESENTATIVE	CONTACT PHONE:	REPORT TO:
Owner Jim Johnson	503-123-4567	Shady Cove State Park

DEPARTURE			INTERMEDIATE STOPS	DESTINATION		
PLACE	ETD	ETA	PLACE	PLACE	ETD	ETA
123 West Main Street Eugene, Oregon	0600	0700	Willamette NF SO Eugene, (inspection)	Shady Cove State Park	0800	0900

CREW MEMBER NAME	M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER	EXPERIENCE AND LSA (Blue-Red-Yellow)
1. John Smith	X		051025	CRWB		B LSA-E/S
2. Jim Jones	X		052125	FFT1		B LSA-E
3. Susan Smith		X	062055	FFT2		B LSA-E/S
4. Pedro Gonzalez	X		052205	FFT2		B LSA-E/S
5. Esteban Gomez	X		063500	FFT2	X	R
6. Tom Savage	X		053415	FFT2		R
7. Steve Jackson	X		063002	FFT2		R
8. Greg Johnson	X		064210	FFT2	X	R
9. Timothy Erickson	X		073285	FFT2		R
10. Don Morris	X		073543	FFT2		R
11. Mike Jones	X		053345	FFT1		B LSA-E/S
12. Carla Smith		X	074325	FFT2		R – transfer
13. Luis Cortez	X		083005	FFT2		R
14. Jesus Rodriguez	X		083014	FFT2	X	R
15. Jose Ruez	X		074533	FFT2		Y
16. Jamie Pedro	X		083123	FFT2		Y
17. Jorge Coria	X		083222	FFT2		Y
18. Terry Brown	X		074531	FFT2		Y
19. James Brown	X		074532	FFT2		Y
20. Don Campbell	X		053167	FFT1		B LSA-E/S

DRIVER AND VEHICLE INFORMATION

Driver Name	Identification Number	MSPA Exp. Date	Vehicle Make/Model	Vehicle License No.
John Smith	051025	11/13	Ford F150	RGH 250
Susan Smith	062055	11/13	Ford E350 Ext	LDX 322
Pedro Gonzalez	052205	11/13	Ford E350 Ext	FIRE 10
Timothy Erickson	073285	02/14	Ford E350 Ext	123 RED

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE (PRINT)	DATE 07-15-13

Exhibit E - Record Keeping Requirements

E 1.0 CREATION AND MAINTENANCE OF PERSONNEL TRAINING AND EXPERIENCE RECORDS

E 1.1 The **Contractor** shall maintain a file system that contains the training records, certifications (**Position Task Book** and evaluation), current position qualification and next higher training position records, wildfire or prescribed fire experience records, and fire assignment documents (i.e., assignment evaluations, shift time reports, etc.) for all persons who are identified on **Contractor's Company Manifest**.

E 1.2 These records must be complete and on file with the **Contractor** before **Contractor** may list the **Crew Member** on a **Company Manifest**. **Contractor** must maintain all such records in such a manner that they will be **Available** within five (5) **Calendar Days** or as mutually agreed between **Government** and **Contractor**, for inspection at any time during the **Term of the Agreement**.

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.

E 1.4 The file system described in this Exhibit shall be maintained at a location within the states of Oregon or Washington.

E 1.5 File systems maintained in strict accordance with this Exhibit will comply with this **Agreement**.

E 2.0 ORGANIZATION AND CONTENT OF THE FILE SYSTEM – The file system shall be organized in the Sections described below and shall include within the applicable Section, the following documents and information:

E 2.1 **Section 1** - **Crew Member** Information including the following:

1. **Crew Member** payroll name
2. Current **Government** Issued ID - Two (2) pieces (copies) – one with photo (**Incident Identification/Qualification Card** (IQC) not acceptable)
3. Unique **Crew Member** number (assigned by **Government**)
4. Date of birth

E 2.2 **Section 2 - Crew Member** Qualification and Certification Verification document that summarizes the **Crew Member**'s complete wildfire training history, task book completion and **Incident** experience. (See **Exhibit M** - "Employee Training and Qualification Summary Form.") Inspection checklists and LSA Certificates are to be maintained in this Section.

E 2.3 **Section 3 -** Refresher Training and Physical Fitness Test Records that document all annual training and fitness testing. The records must be arranged from the most recent on the top to the oldest on the bottom.

E 2.3.1 All returning firefighters must have a copy of the course roster or certificate of course completion from the current year and any previous Annual Refresher training sessions they have attended signed by a recognized instructor.

E 2.3.2 All files must have a pack test roster or similar document from the current year and any previous year pack tests the **Crew Member** has taken and passed signed by the test administrator. The document must show the test's location, date taken and that the individual passed the test.

E 2.4 **Section 4 -** Classroom Training Records must contain documentation of all wildfire training, including formal classroom training and support documentation for all position-required training (i.e., copies of certificates of course completion signed by a recognized instructor, etc.). The records must be arranged from the most recent on the top to the oldest on the bottom.

E 2.4.1 **FFT2** - S-130 (Firefighter Training); S-190 (Introduction to Wildland Fire Behavior); I-100 (Introduction to ICS); L-180 (Human Factors); and IS-700a (NIMS: An Introduction), as necessary.

E 2.4.2 **FFT1** - S-131 (Advanced Firefighter Training); and S-133 (Look Up, Look Down, Look Around), as necessary.

E 2.4.3 **CRWB** - S-230 (**Crew Boss**); S-290 (Intermediate Fire Behavior); and I-200 (Basic ICS), as necessary.

E 2.4.4 **STCR** - S-215 (Fire Operations in the Urban Interface); S-330 (Task Force/**Strike Team** Leader); and I-300 (Intermediate ICS), as necessary.

E 2.5 **Section 5 - Position Task Book**s and **Incident** Experience Records containing: (a) documentation of all applicable **Position Task Books (PTB),** and (b) all wildfire and prescribed fire assignments including training and position evaluation.

E 2.6 **Contractor** must maintain the individual files for **Crew Member**s in a position-progressive format. By way of explanation, a **Crew Member** cannot move from FFT2 to **CRWB** or from **CRWB** to STCR in a single year. Records must show, from the first qualification to the most recent, that the individual has been trained and has performed each qualifying requirement in sequence to reach certification in the individual's current qualification status. See **Attachment 1** of this Exhibit**.**

E 3.0 POSITION TASK BOOK ADMINISTRATION - **Position Task Books** are an important component of the Wildland and Prescribed Fire Qualification System Guide Subsystem. The **PTB's** are necessary to qualify their **Crew Members** to meet the experience and training specifications imposed by this **Agreement.** These procedures address the **Incident** Command System (ICS) positions that are required under the **Agreement**. Currently these positions include Advanced Firefighter/Squad Boss (FFT1), **Crew Boss**, Single Resource (**CRWB**), and **Strike Team** Leader - **Crew** (STCR). This document addresses only task book administration, and does not modify or replace any other requirements specified in the **Agreement.**

E 3.1 **PRE-INCIDENT PROCEDURES:** Before assigning a **Crew Member** to a **Trainee** or position performance assignment on a wildfire **Incident**, **Contractor** shall ensure that each **Crew Member** is issued a **PTB** appropriate for the position the **Crew Member** will perform. This is accomplished by completing the following procedures:

Step 1: Contractor obtains **PTB'**s from the National Wildfire Coordinating Group (NWCG). It is also recommended that the Wildland and Prescribed Fire Qualification System Guide, PMS 310-1, be obtained. APPENDIX A in this publication covers **Position Task Book** Administration.

A. Publications, **ICS** Forms and **Task Books** are available through NWCG, Publications Management system at http://www.nwcg.gov/

B. The catalog numbers for ordering the **PTB**s are: (these task books may be duplicated):
PMS 311-14 May 2008 - FFT1/ICT5
PMS 311-13 May 2008 - **CRWB**/ENGB
PMS 311-10 May 2008 – STCR/STEN

Step 2: Contractor ensures that each **Crew Member** completes ***all*** required training for his or her position.

Step 3: Contractor issues the appropriate **PTB** to the **Crew Member** and **Crew Member** becomes a **Trainee** in that position and may then be given a **Trainee** assignment on a wildfire.

NOTE: **PTB'**s can be initiated prior to attendance and successful completion of required training. However, **Trainee**s cannot become fully qualified or certified for the position until required training has been successfully completed.

E 3.2 **INCIDENT PROCEDURES - Contractor** may use **Government Incidents**, for which a **Contractor's Crew** has been assigned, to qualify and certify **Crew Members** for FFT1, **CRWB** and STCR positions, as long as the minimum FFT1, **CRWB** and STCR position requirements (see B 1.1, B 1.2, B 1.3, and B 1.4) are maintained by **Crew Members** not in **Trainee** status. Each **Trainee**, except STCR, must be a paid Member of the **Crew Confirmed Available** to **Government** at the time the dispatch assignment was accepted.

E 3.2.1 **Contractors** are responsible for administering the **PTB's** for their **Crew Members**. Qualified individuals are not required to carry their **PTB's**. **Trainees** in a training or evaluation position must carry their **PTB** while working on the training or evaluation assignment.

E 3.2.2 The **Incident Management Team** will not provide **PTB's**. **Government Incident** Training Specialists will not be involved in the **PTB** administration for **Contractors** except to answer technical questions and **Government** personnel will not sign the verification/certification page inside the front cover of the **PTB**.

E 3.2.3 For **FFT1 Trainee** and **CRWB Trainee** positions, only three training positions will be permitted for each 20-person **Crew** on each **Incident** assignment (only one (1) CRWB-T or one (1) non-compensable STCR-T for **Strike Team**s). Ten-person **Crews** are limited to one **Trainee** position. **Trainee** status must be clearly identified on the **Hand Crew Manifest** that is submitted to **Government** at each **Incident** and on the appropriate daily timekeeping record for each shift the **Crew Member** is in **Trainee** status, except non-compensable STCR **Trainee**, in order for **Government** to confirm acceptance of the **Trainee**'s performance. **Contractor** may substitute up to three **Trainee** firefighters ONLY after the initial 14 days on an **Incident** have been completed and the **Crew** receives a **Government** approved extension for the **Incident**. The minimum **FFT1**, **CRWB**, and STCR **Crew** standard requirements shall be maintained by **Crew Members** not in **Trainee** status at all times.

E 3.2.4 **Contractor's** coach or evaluator must be certified in the position he/she is coaching or evaluating.

E 3.2.5 **PTB** administration for Training Assignments and Performance Evaluation Assignments for FFT1, **CRWB**, and STCR positions shall be accomplished through the following procedures:

Step 1: Contractor must identify any **Trainee** in a training or performance evaluation assignment to the **Incident Management Team** upon the **Crew**'s initial check-in and whenever a change in a trainee occurs, and on the **Crew Manifest**.

Step 2: During the assignment the **Contractor's** evaluator must observe the **Trainee**'s performance and initial all tasks in the **PTB** that the **Trainee** demonstrates successfully. The final performance evaluation assignment for an FFT1, **CRWB** or STCR **Trainee** shall be as specified in PMS 310-1 and shall be of sufficient duration and complexity so that the **Trainee** has the opportunity to demonstrate all the tasks of the position. All training or evaluation assignments must be included in the **PTB**. If the **Trainee** does not have the opportunity to demonstrate all the tasks, an additional performance evaluation assignment will be necessary.

Step 3: Upon completion of each training assignment and performance evaluation assignment, the **Contractor's** evaluator will complete an "Evaluation Record" in the back of the **PTB**.

Step 4: Contractor's evaluator will complete a written rating of the **Trainee**'s performance on the ICS 225 form. **Contractor** shall retain a copy of this rating to place in the **Crew Member**'s training records. This form does not replace an ICS 224 Performance Rating form showing **hotline**.

Step 5: Contractor's evaluator will obtain a completed Incident Crew Performance Rating (ICS 224) from the **Government** Operations Supervisor (STCR, TFLD or DIVS) that covers the assignment in which the **Trainee** was trained/evaluated. The **Crew** Performance Rating must include a rating for "**Hotline** Construction" for the evaluation assignment to be accepted as a valid assignment to meet the position qualification requirements.

Step 6: Contractor's evaluator will provide the **Contractor** copies of the evaluator's evaluation of the **Trainee** and the **Contractor's** evaluation of the **Crew**. A copy of both evaluations will be placed in the **Trainee**'s training records.

E 3.3 **Post Incident Procedures:**

Contractor is responsible for certifying its **Crew Member**s' **PTB'**s using the following procedures:

Step 1: **Contractor** shall review all information written in each **PTB** to ensure it has been properly completed. The **Contractor** must ensure that an evaluator has initialed all tasks, that the Evaluation Records in the back of the **PTB** have been correctly completed and that the Final Evaluator's Verification on the inside front cover of the **PTB** recommending certification has been completed.

Step 2: **Contractor** shall review each **Crew Member's** training and experience records to ensure all other qualification standards for the position are met and documentation exists to verify the training and experience.

Step 3: When all qualification requirements are met, **Contractor** (company owner) shall complete the "Agency Certification" portion of the inside cover of the **PTB** and sign this portion of the **PTB**.

Step 4: **Contractor** shall place a copy of the completed **PTB** in the **Crew Member's** training file.

Step 5: If an individual leaves **Contractor's** employ, **Contractor** shall give the original **PTB** to the departing individual. It is recommended that **Contractor** keep a copy for future reference purposes.

E 4.0 TRANSFER OF CREW MEMBER RECORDS – **Contractor** must strictly comply with all of the requirements set forth in ORS 652.750. Transfer of **Crew Member** records shall be governed by the following provisions:

E 4.1 When (a) a **Crew Member** leaves the employ of a **Contractor** for any reason, or (b) there is a change in a manifest, or (c) the qualifications of a **Crew Member** have changed, **Contractor** must notify the **ODF** Protection Contract Unit of the change within twenty-four (24) hours of the change by fax to 503-945-7494, or by email to PCSU@odf.state.or.us.

E 4.2 When a Hiring **Contractor** hires a **Crew Member** formerly employed by another **Contractor** (the "Prior **Contractor**"), the Hiring **Contractor** shall provide written notice of the hiring to the Prior **Contractor** by personal delivery, certified or registered letter, or telefax and must notify **ODF** within 24 hours by fax to 503-945-7494, or by email to PCSU@odf.state.or.us. The Prior **Contractor** shall thereafter deliver true and correct copies of all of the Records of the **Crew Member** to the Hiring **Contractor** in accordance with ORS 652.750. This includes all records that are used, or have been used, to determine the **Crew Member**'s qualifications. The records must include any language evaluation certification, Crew Time Reports, performance evaluations, and all inspection check lists or forms.

E 4.3 **Contractor** shall retain a copy of all **Crew Member** training, experience and fitness records provided to the **Crew Member** for the period of time set forth in ORS 652.750**.**

E 4.4 The hiring **Contractor** shall not dispatch the new **Crew Member** until the **Contractor** has notified **ODF** of the transfer, all required training, experience and fitness records have been received and verified, a new IQC has been issued to the **Crew Member**, and the **Crew Member** has been added to the **Company Manifest** by notifying **ODF** of the "addition".

E 4.5 A valid Incident Qualification Card (IQC) (also known as a Red Card) or similar official agency document for the positions listed for this **Agreement** issued by any of the NWCG member agencies will be acceptable support documentation that an individual has met the training and experience requirements for such position(s) for purposes of this **Agreement.** For each of its **Crew Members** who possess an IQC issued by any of the NWCG member agencies, **Contractor** must retain either (1) a letter on official letterhead from the issuing agency that states the certification record was validly issued, **or** (2) copies of the individual's training and experience records validating the certification record.

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 Manifest**s and **Hand Crew Manifest** Forms as a transferred **Crew Member**.

Attachment 1 to Exhibit E

The following list shows what a fully qualified **Strike Team Leader** – **Crew** (STCR) should have in his or her records. A firefighter who is not a fully qualified STCR will have only those items in the list that pertains to his or her level of certification. The documents must be arranged in the order listed below. The record listed first must be on the top and the record listed last must be on the bottom.

******STCR file, as a minimum, must contain Numbers 1 through 18******

1. **PTB** for **Strike Team Leader Crew** (STCR), PMS 311-11.
    a. All pages must be included.
    b. The **PTB** in the file may be the original or a copy.
    c. The **PTB** must be completed properly before the firefighter will be considered qualified.
    d. The **PTB** for firefighters in STCR **Trainee** status shall also be maintained in the file.
2. Readable copies of **Incident** Personnel Performance Rating (ICS form 225) prepared and signed by **Contractor's** evaluator from each of the **Incidents** listed in the STCR **PTB** Evaluation Record pages.
3. STCR **PTB** Evaluation Record pages shall be attached to each ICS form 225.
4. Readable copies of all **Incident** Personnel Evaluations completed by **Contractor's** evaluators.
5. Readable copies of **Incident Crew** Performance Ratings (ICS form 224) prepared and signed by a **Government Representative** from each of the **Incidents** at which the firefighter performed as a **Crew Boss**, Single Resource (**CRWB**).
6. Readable copies of all **Crew** Time Reports or Shift Tickets from each of the **Incidents** at which the firefighter performed as a **Crew Boss**, Single Resource (**CRWB**) shall be attached to each ICS form 224.

******CRWB** file, as a minimum, must contain Numbers 7 through 18******

7. **PTB** for **Crew Boss**, Single Resource (**CRWB**), PMS 311-13.
    a. All pages must be included.
    b. The **PTB** in the file may be the original or a copy.
    c. The **PTB** must be completed properly before the firefighter will be considered qualified.
    d. The **PTB** for firefighters in **CRWB Trainee** status must also be maintained in the file.
8. Readable copies of Incident Crew Performance Ratings (ICS 224) prepared and signed by a **Government Representative** from each of the **Incidents** listed in the **CRWB PTB** Evaluation Record pages.
9. Readable copies of all Crew Time Reports or Shift Tickets from each of the **Incidents** listed in the **CRWB PTB** Evaluation Record pages must be attached to each ICS 224 form.
10. Readable copies of all **Incident** Personnel Performance Ratings (ICS 225) completed by **Contractor's** evaluators.

11. Readable copies of Incident **Crew** Performance Ratings (ICS 224) prepared and signed by a **Government Representative** from each of the **Incidents** at which the firefighter performed as a Squad Boss (FFT1).

12. Readable copies of all **Crew** Time Reports or Shift Tickets from each of the **Incidents** at which the firefighter performed as a Squad Boss (FFT1) must be attached to each ICS 224 form.

******FFT1 file, as a minimum, must contain Numbers 13 through 18 ******

13. **PTB** for Advanced Firefighter/Squad Boss (FFT1)/**Incident Commander** Type 5 (ICT5), PMS 311-14.

    a. All pages must be included.

    b. The **PTB** in the file may be the original or a copy.

    c. The **PTB** must be completed properly before the firefighter will be considered qualified.

    d. The **PTB** for firefighters in FFT1 **Trainee** status must also be maintained in the file.

14. Readable copies of Incident Crew Performance Ratings (ICS form 224) prepared and signed by a **Government Representative** from each of the **Incidents** listed in the FFT1/ICT5 **PTB** Evaluation Record pages.

15. Readable copies of all Crew Time Reports or Shift Tickets from each of the **Incidents** listed in the FFT1/ICT5 **PTB** Evaluation Record pages must be attached to each ICS form 224.

16. Readable copies of all Incident Personnel Ratings (ICS 225) completed by **Contractor's** evaluators.

17. Readable copies of Incident Crew Performance Ratings (ICS form 224) prepared and signed by a **Government Representative** from each of the **Incidents** at which the firefighter performed as a firefighter (FFT2) with readable copies of all Crew Time Reports or Shift Tickets attached to them.

******FFT2 file, as a minimum, must contain******

18. After January 1, 2006, for the Firefighter Type 2 (FFT2) position, satisfactory completion of the Required Training meets the position qualification requirements. The FFT2 position does not require completion of the FFT2 **Position Task Book**.

Exhibit F - Equipment

F 1.0 GENERAL PROVISIONS RELATING TO EQUIPMENT –

F 1.1 **Contractor** shall provide and maintain in good condition and order, all of the **Equipment** and all other **Contractor Resources** which are necessary or desirable in order to provide the **Services** required by this **Agreement**. **Contractor Resources** are responsible for **Normal Wear and Tear** of **Equipment**.

F 1.2 Except as set forth elsewhere in this **Agreement,** compensation for the **Equipment** is included within the rates set forth in **Exhibit C** and the **Equipment** shall therefore be provided at **Contractor's** sole cost and expense.

F 1.3 **Contractor** shall prepare an **Equipment Manifest** of all **Equipment** including specific brand names, size, serial numbers, color (if applicable), and identifying marks, etc. **Contractor** shall always maintain a current accurate **Equipment Manifest** which is updated when a change in **Equipment** occurs. A current **Equipment Manifest** shall be provided to **Government** on arrival at an **Incident**. Any **Equipment** marked or identified as **Property** of any **Government** agency shall be surrendered by **Contractor** during check-in or **Demobilization** process or at **Government** request. **Contractor** is responsible to replace any of **Contractor's Equipment** that becomes lost or damaged.

F 1.4 **Contractor** shall ensure that all **Crew Members** are fully trained in the safe use, operation and deployment of all **Equipment** which they may use during the course of providing the **Services**.

F 2.0 VEHICLE REQUIREMENTS – **Contractor** vehicles shall meet the requirements set forth below:

F 2.1 **Contractor** shall provide vehicles that meet all state and federal laws relating to motor vehicles operating within the states of Oregon and Washington. The vehicles must be capable of providing transportation to and from the fire line. **Contractor** shall ensure that seat belts in operable condition are available and used by every passenger in any vehicle while in motion.

F 2.2 **Government** reserves the right to conduct vehicle safety inspections at the **DDL,** the **Incident** location or at any other location when **Government** deems such inspections to be necessary.

F 2.3 **Government** reserves the right to reject any **Crew** from participation in the **Incident** if the **Crew's** vehicle is determined to be unsafe for operation. At its discretion, and on a case-by-case basis, **Government** may allow **Contractor** to bring the vehicle into compliance or replace it within 24 hours or as agreed upon by **Government**. If the vehicle is not brought into compliance or replaced, and **Government** elects to hire the **Crew**, the **Government** shall provide needed transportation at **Contractor's** expense and the **Incident** will become the **Point of Hire**.

F 2.4 **Contractor** shall be responsible for maintaining **Contractor's** vehicles in working order at all times.

F 2.5 **Contractor** must register all vehicles, including rental vehicles, used to transport **Crew Members**. The authorization to transport **Crew Member**s must appear on the **Contractor's** US DOL certificate. If the **Contractor** directs or requests **Crew Member**s to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the **Contractor** must be registered as a farm labor **Contractor** or a farm labor **Contractor Crew Member**.

F 2.6 Any vehicle under the ownership or control of the **Contractor** shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of

Transportation Regulations referenced at 29 CFR 500.105. All drivers must have a current, valid State driver's license and must comply with Department of Transportation work/rest requirements.

F 2.7 Each vehicle under the ownership or control of the **Contractor** which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance in accordance with applicable state requirements and all drivers must have a current, valid State driver's license and **MSPA** Certificate, and must comply with Department of Transportation work/rest requirements. Commercial rental vehicles that are not identified and registered under **MSPA** for a **Contractor** are non-compliant and are not to be utilized to transport **crew**s.

F 2.8 In addition to the requirements set forth above, vehicles used by **Strike Team** Leaders must meet the following additional requirements:

F 2.8.1 The vehicle must be a 4-wheel drive pickup capable of providing transportation to and from the fire line, and in sound mechanical condition.

F 2.8.2 The vehicle must have a useable, full-size, securely mounted spare tire, jack and lug wrench.

F 2.8.3 The vehicle must be equipped with 1 fire extinguisher (4BC or better securely mounted), one (1) ten (10) person first aid kit, 1 shovel (size 1), and 1 Pulaski. The shovel and Pulaski must be stored or securely mounted.

F 2.9 **Contractor** is responsible for providing all fuel, oil, and maintenance, and must maintain the vehicle in good repair.

F 2.10 **Contractor** vehicles must have clearly visible external identification. The identification must be located on front driver side and passenger side doors. At a minimum, the identification must include the **Contractor's** business name as it appears on the **Agreement**. All vehicles used under this **Agreement** by **Contractor** must be licensed to the **Contractor** and be **MSPA** certified.

F 2.11 Vehicles must be shown on the **Hand Crew Manifest** as available for **Contractor Crew** transportation only and not available for hire for any purpose other than **Crew** transportation. **Crew** vehicles provided by **Contractor** for **Crew** transportation may not provide any other service other than for the safe transport of **Contractor Crews** while **Under Hire**. If **Contractor** or any of **Contractor's Crew Members** use any **Crew** vehicle for purposes other than the transport or logistical support (i.e., actions that support the **Crew** but offer no other fire suppression activity) of **Contractor's Crews**, **Contractor** will be considered non-compliant and will be subject to administrative action.

F 3.0 PERSONAL PROTECTIVE EQUIPMENT:

F 3.1 **Contractor** shall ensure all **Crew Members** arrive at the **Incident** with the proper Personal Protective Equipment (PPE) (see OAR Chapter 437), including PPE for eyes, face, head, and extremities. All PPE shall be maintained in a sanitary and reliable condition. Defective or damaged PPE shall not be used.

F 3.1.1 Boots. Each **Crew Member** must wear foot protection that provides adequate traction and ankle support. **Crew Members** operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the **Crew Member** against contact with a running chain saw. Boots shall be leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).

F 3.1.2 Head Protection. Each **Crew Member** must wear a helmet that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1 1986, 1997 or 2003, plastic, type 1 class B, OSHA approved, with chinstrap. NOTE: Helmet meeting NFPA 1977, 1998, or 2005 edition standard for Personal Protective Equipment for wildland firefighting is required.

F 3.1.3 Gloves. One pair of heavy duty leather per person.

F 3.1.4 Eye Protection. One pair per person. **Crew Members** must have eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1, latest edition.

F 3.1.5 Head Lamp. With batteries and attachment for hard hat.

F 3.1.6 Water Container. At least one-liter size or equivalent per person required, two per **Crew Member** recommended. The water container must be full on arrival to **Incident**.

F 3.1.7 Fire Shelter. One per person. **Contractors** shall have New Generation fire shelters for all wildland firefighters, and assure that they comply and are third party certified to meet FS Specification 5100-606. For additional information contact the Missoula Technology and Development Center at 406-329-3978.

F 3.1.8 Flame Resistant Clothing (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants for each **Crew Member**. For routine fire line duties, flame resistant clothing must:

(a) Self-extinguish upon removal from a heat source.

(b) Act as an effective thermal barrier by minimizing conductive heat transfer.

(c) Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.

(d) Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (Nomex™) or other similar fabric.

F 3.2 **Contractor** shall ensure that all **Crew Members** arrive at the **Incident** wearing the PPE listed in F 3.1. **Contractor** shall ensure that the PPE is operable and maintained in good repair throughout the duration of any assignment.

F 3.3 If PPE in excess of the items described in F 3.1 is appropriate or necessary at an **Incident**, **Contractor** shall provide such PPE to all **Crew Members** requiring such items.

F 3.4 **Government** may loan PPE for use at an **Incident**. However, **Government** will not replace any **Contractor**-supplied PPE on a permanent basis.

F 3.5 **Contractor** shall maintain in good repair, and shall clean at sufficient intervals to preclude unsafe working conditions, all PPE required by this **Agreement**.

F 3.5.1 If **Government** establishes laundry services at the **Incident**, **Contractor** will be allowed to use the service at no cost. When **Government** does not establish laundry service, **Contractor** will be responsible for making laundry service arrangements for **Contractor's** personnel and for all costs associated with those services.

NOTE: **Government** established laundry service: When a laundry vendor sets up laundry services in camp or picks up and delivers laundry in camp, personnel assigned to the **Incident** are not charged for the service provided. Laundry service provided for individual contracts or special **Resources**, such as for inmates or Kitchen **Crews**, is **NOT Government** established laundry service.

F 4.0 MISCELLANEOUS EQUIPMENT – **Contractor** shall provide the following items of **Equipment:**

F 4.1 **Chain Saw Operators (Sawyers) and Equipment**. Three (3) chain saw kits are required for each 20 person **Crew**. Each kit shall consist of a chain saw (minimum 24 inch Bar and 3.60 cubic inch size motor), chaps, extra chain, wrench, and file. A falling axe and falling wedges are required for bucking downed trees. **Contractor** shall provide **Crew Members** who operate power chain saws chain saw chaps and assure that the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-4F. The chaps must be in good condition and shall cover the full length of the thigh to the top of the boot on each leg to protect the legs from injury due to inadvertent and accidental contact with a moving power chain saw. Power saws may be used for fireline construction, mop-up or clearing

access routes and emergency escape routes or safety zones. **Crew Members** shall not perform as hazardous tree fallers. **Contractor** shall provide hearing protection where there is a potential for hearing loss due to high intensity noise, e.g., chain saw operation.

F 4.2 **Contractor** must ensure that each **Crew** arrives with shelters (see F 3.1.7), and the type and number of tools specified in Table 1 of this Section. **Contractor** must ensure that the tools are serviceable, in good condition, and meet the following minimum standards.

TABLE 1

HAND TOOLS			TOOL COMBINATION REQUIRED	
			10-PERSON CREW	20-PERSON CREW
Combi/ Rheinhart/ Hazel Hoe or McLeod	3 lb. Head	36" Handle	04	08
Pulaski	Head weight shall not be less than 3 lbs. 11 oz. nor more than 4 lbs. 2 oz.	36" Handle	05	10
Shovel	Size 0 or 1, Round Point	Long Handled	04	08
Power Saw (For line construction only)	With Fuel & Oil and Kit	Minimum 24" bar	02	03
10-Person Belt First Aid Kit	ANZI # Z308.1 2003 Standards		01	02
Fire Extinguishers	For Chainsaws – 8 oz. minimum capacity by weight For Vehicles – UL rating of at least 4. BC			

F 4.3 **Contractor** shall supply a minimum of four (4) multi-channel programmable hand held radios with one programming or cloning cable, if necessary, for **Crew** to facilitate communications between overhead personnel and **Crew**. Authorized radios may be found at the NIFC Wildland Fire Communications site: http://www.nifc.gov/NIICD/documents.html. Radios must be capable of communicating within a frequency range from 148 MHZ to 174 MHZ on established federal and state frequencies. For each **10-person Crew**, every supervisory position must have a programmable hand held radio, and the **Crew** must have one programming cable, if necessary, for programming. Radios must have narrow band capabilities. **Contractors must have the capability to program their radios upon arrival and as may be required at the Incident.** The **Contractor** shall not use the firefighting frequencies or Forest Service frequencies for other than fire suppression activities.

F 4.4 For purposes of this **Agreement**, an "approved equal" radio is one whose performance is equal to or better than the product brand named, as determined by the **Administering Agency**. To request the **Administering Agency's** approval of an “approved equal” radio, **Contractor** must submit in writing to the **Single Point of Contact**, in advance of the proposed use of the **Equipment**, information sufficient to allow the **Administering Agency** to determine the compatibility of the proposed **Equipment**. Radios found on the Forest Service approved radio contract are acceptable as well as approved equal radios approved by the National Interagency

Fire Center (NIFC), Communications Division at (208) 387-5485. **Government** reserves the right to reject any **Equipment** it deems is not compatible or approved as listed on the NIFC website.

F 4.5 **Contractor** shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all Federal **Incidents** and with all Federal Communications Commission (FCC) rules and regulations on state **Incidents**.

F 4.6 Basic first aid supplies shall be maintained, available, and under the charge of a person trained to administer first aid. Each kit shall meet the ANSI Z308.1 2003 standard. **Contractor** must provide the **CRWB** with an adequate supply of appropriate insurance forms and insurance ID cards. These documents must accompany **Crew Member(s)** when medically treated by a care facility.

F 4.7 **Contractor** shall provide first aid for all of their **crew member**s. If **Government** qualified first aid providers are available, **Government** will assist **Contractor Crew Members** with first aid if the need arises due to work on the **Incident**. In life threatening situations, if **Government** qualified medical assistance providers are available, **Government** will provide first aid and medical assistance to an injured **Crew Member** and such medical aid will be charged back to **Contractor**. If a **Crew Member** is injured on the fireline, the **Crew Member** may be evacuated by **Government** at **Contractor's** expense. If a **Crew Member** is in camp with an illness or injury and is given transport to a medical facility or hospital by **Government** or at **Government** expense, **Contractor** shall reimburse **Government** for all expenses related to such transport. **Contractor** must comply with all **OSHA** requirements pertaining to numbers of **Crew Members** trained in first aid.

F 4.8 **Contractor** shall immediately report any accident or injury that occurs while **Under Hire** to the **Incident** Safety Officer or designated person. Injuries that prevent work or require **Crew Member** replacement shall also be reported to the **Administering Agency.**

F 5.0 GOVERNMENT SUPPLY OF ACCOUNTABLE AND DURABLE PROPERTY AND CONSUMABLE GOODS.

F 5.1 To ensure continued safe, efficient operations at an **Incident**, **Government** may loan **Accountable Property** or **Durable Property** to **Contractor** for use at the **Incident**. **Contractor** shall maintain all loaned **Accountable Property** or **Durable Property** in good condition during use and shall return all such loaned **Property** loaned by **Government** before departing from the **Incident**. Federal Accounting Regulations prohibit **Government** from exchanging or replacing **Accountable Property** or **Durable Property**.

F 5.2 **Contractor** will be charged for **Consumable Goods** supplied by **Government** and used by **Contractor's Crews** while **Under Hire**. The cost of all **Consumable Goods** will be deducted from payment to **Contractor**. At **Government's** discretion, after first shift worked, **Government** may provide the following Incidental **Consumable Goods** at no cost, if available: one-liter size plastic container or equivalent, plastic sheeting, replacement radio batteries and/or replacement headlamp batteries, as required while **Under Hire**.

EXHIBIT G - SCHEDULE OF INSURANCE

G.1 GENERAL REQUIREMENTS

During the **Term of the Contract** and for a period of twenty-four months after the termination or expiration of the **Agreement**, **Contractor** shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies that are authorized to transact insurance and issue coverage in the **State of Oregon** and are acceptable to the **Administering Agency**. The **Contractor** shall pay for all deductibles, self-insured retention and/or self-insurance included thereunder.

G.2 COMMERCIAL GENERAL LIABILITY

Contractor shall obtain, at its expense, and keep in effect during the **Term of the Agreement**, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to **Administering Agency**. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this **Agreement**, and is made on an occurrence basis. Combined single limit per occurrence shall not be less than $1,000,000. Each annual aggregate limit shall not be less than $1,000,000.

G.3 AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY

Contractor shall obtain, at its expense, and keep in effect during the **Term of the Agreement**, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than $1,000,000.

G.4 WORKERS' COMPENSATION

All employers, including **Contractor**, that employ "subject workers" as defined in ORS 656 who work under this **Agreement** in the **State of Oregon** shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **Contractor** shall ensure that each of its subcontractors complies with these requirements.

G.5 ADDITIONAL INSURED

The liability insurance coverage, except Workers' Compensation, required for performance of the **Agreement** shall include the **State of Oregon**, the **Administering Agency** and each of the entities within the definition of **Government** in **Exhibit A**, and their respective departments, divisions, commissions, branches, officers and employees as Additional Insured but only with respect to the **Contractor's** activities to be performed under this **Agreement**. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

The Additional Insureds which must be included in the provision set forth in this Section G.5 are the State of Oregon, the Oregon Board of Forestry, the Oregon Department of Forestry, Coos Forest Protective Association, Douglas Forest Protective Association, Walker Range Protective Association, the State of Washington, the Washington Department of Natural Resources, the United States Forest Service (USFS), the National Parks Service (NPS), the Bureau of Land Management (BLM), the Bureau of Indian Affairs (BIA), the United States Fish & Wildlife Service (USF&WS), Washington Association of Fire Chiefs; The Oregon Fire Chiefs Association, and their officers, divisions, agents, employees and members.

G.6 "TAIL" COVERAGE

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this **Agreement** for a duration of 24 months, or the maximum time period reasonably available in the marketplace. **Contractor** shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following

Agreement completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the **effective date** of this **Agreement**. If Continuous “claims made” coverage is used, **Contractor** shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the **Agreement**.

G.7 NOTICE OF CANCELLATION OR CHANGE

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days' written notice from the **Contractor** or its insurer(s) to the **Administering Agency**. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the **Agreement** and shall be grounds for immediate termination of this **Agreement.**

G.8 CERTIFICATE(S) OF INSURANCE

Prior to performing under the **Contract**, as evidence of the insurance coverage required by this **Agreement**, the **Contractor** shall furnish Certificate(s) of Insurance for all required insurance to the **Administering Agency** prior to its commencement of work under this **Agreement**. **Contractor’s** failure to present the required documents shall result in immediate termination of the **Agreement**. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insured (or Loss Payees).

Exhibit H - Administration of the Agreement

H 1.0 ROLE OF THE PROTECTION CONTRACT SERVICES UNIT

The **Administering Agency**, acting by and through its **Protection Contract Services Unit** ("**PCSU**") shall provide administrative services in connection with (a) the evaluation of **Contractor** performance and (b) the investigation of complaints of **Contractor**, **Crew**, or **Crew Member** conduct or actions which may be in violation or breach of the **Agreement** or otherwise fall below the standards expected of **Contractor**, **Crew**, or **Crew Member** providing **Services** under this **Agreement.**

H 2.0 PRELIMINARY ASSESSMENT OF EVALUATION OR COMPLAINT:

H 2.1 If the **PCSU** receives a documented complaint regarding (i) the performance of the **Contractor** or **Contractor Crew,** or (ii) the conduct or actions of **Contractor**, **Contractor Crew**, or **Crew Member**, the **PCSU** shall make a preliminary assessment of the seriousness of the performance or conduct issues raised by the immediately available information. The preliminary assessment may result in the **PCSU** taking one of the following actions:

H 2.1.1 If the preliminary assessment results in a determination that there was a material breach of the terms and conditions of the **Agreement**, the **PCSU** may recommend to the **Administering Agency** that the **Contractor** or **Contractor Crew** be immediately suspended pending investigation and resolution of the performance or conduct issues raised, or,

H 2.1.2 If the preliminary assessment results in a determination that the performance or conduct did not result in a material breach of the terms and conditions of the **Agreement**, or if the material breach was not sufficient to warrant a suspension, the **PCSU** may permit the **Contractor** or **Contractor Crew** to continue to provide **Services** pending further investigation and resolution of the performance or conduct issues raised.

H 2.2 The **Administering Agency** shall, in the exercise of its discretion, act on the recommendation of the **PCSU** with respect to **H 2.1.1 and H 2.1.2** above. If the **Administering Agency** determines that the **Contractor** or **Contractor Crew** should be suspended, the **PCSU** shall notify the **Contractor** by sending a **Suspension Order**. If the **Administering Agency** determines that the **Contractor** or **Contractor Crew** should not be suspended, the **Administering Agency** shall permit the **Contractor** or **Contractor Crew** to continue to provide **Services** pending further investigation and resolution of the performance or conduct issues raised.

H.2.3 If the **PCSU** receives documented information that a **Crew** has been **Demobilized for Cause** from an **Incident,** the status of that **Crew** shall be as stated in **D 8.0.** Additional administrative action may be taken by the **PCSU** in accordance with Section H 3.5.

H 3.0 INVESTIGATION AND ACTION ON THE EVALUATION OR COMPLAINT –

H 3.1 The **PCSU** shall commence an investigation to determine all of the facts relating to the performance or conduct issues. If the **Contractor** or **Contractor Crew** has been suspended, the **PCSU** shall make a good faith effort to conclude its investigation and notify **Contractor** of its findings within a reasonable time following the suspension. **Government** will not complete administrative action until the completion of its investigation.

H 3.2 During the course of the investigation, **PCSU** may seek all relevant documents and may seek to interview all persons with relevant information.

H 3.3 **Contractor** is encouraged to contact the **Single Point of Contact** or designee, immediately after receiving notice of a **Crew** suspension in order to discuss the reasons for the action of the **Administering Agency** and to propose actions that might be taken by **Contractor** to mitigate potential administrative actions. The **Administering Agency** will determine if and when a suspension will end and the conditions, if any, under which **Contractor's Crew** will be allowed to return to **Available** status for dispatch.

H 3.4 At any time during the investigation, but in any event prior to taking any final action against the **Contractor** or **Contractor Crew**, the **Contractor** shall be offered the opportunity to meet with the **PCSU** to present any relevant facts and information regarding the suspension, **Demobilization for Cause,** evaluation or complaint.

H 3.5 Upon completion of the **PCSU** investigation, the **PCSU** shall prepare findings and a recommendation to the **Administering Agency** as to the administrative action to be taken. Appropriate actions could include issuance of (a) a Notice to Correct, (b) Letter of Concern, (c) Suspension, (d) Termination of the **Contractor** or the specific **Crew**, or (e) such other remedy as permitted by applicable law, equity or the terms and conditions of the **Agreement**.

H 3.6 The **Administering Agency** shall, in the exercise of its discretion, act on the recommendation of the **PCSU** within 14 **Days** of the receipt of the recommendation.

H 3.7 An enforcement action taken by the **Administering Agency** under this **Section** is an order in other than a contested case. Orders in other than contested cases are subject to judicial review as provided in the Oregon Administrative Procedures Act.

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

National Firefighter Training & Carding Assoc.
PO Box 974
Philomath, OR 97370
John Berger (President)
Phone: (541) 929-7802
FAX: (541) 929-7803
Email: admin@nftca.com
Web: 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: www.nwsa.us

Oregon Firefighting Contractors Assoc.
256 Quarry Rd
Roseburg, OR 97470
Harold Harry Winston (President)
Phone: (800) 447-3558
Cell: (541) 643-1924
Fax: (541) 673-1739
Email: Email@FirstStrikeEnvironmental.com
Web: www.ofca.co

Three Sisters Wildfire Contractor's Assoc. Inc.
PO Box 142
Sisters, OR 97759
Dan Boettner (VP/Training Coordinator)
Phone: (541) 549-8375
FAX: (541) 549-8129
Email: dan@tswca.org
Web: www.tswca.org

Washington Contract Firefighters Assoc.
348 Twisp Carlton Rd
Carlton, WA 98814
Danielle Sims (Training Coordinator)
Phone: (360) 880-3473
Email: dsimswcfa@yahoo.com
Web: www.wcfafirefighters.org

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

PUBLIC TRAINING PROVIDERS

OREGON INSTITUTIONS

Blue Mountain Community College

2411 NW Carden
P.O. Box 100
Pendleton, OR 97801

Sandra Emery
Phone: (541) 523-9127 x22
Web: http://www.bluecc.edu

Central Oregon Community College

Redmond Campus
2030 SE College Loop
Redmond, OR 97756

Paula Simone
Phone: (541) 504-2932
Web: http://www.cocc.edu

Clackamas Community College

19600 S. Molalla Ave.
Oregon City, OR 97045

Scott Giltz
Phone: (503) 594-3440
Email: scottg@clackamas.edu
Web: http://www.clackamas.cc.or.us

Klamath Community College

7390 S. 6th St.
Klamath Falls OR 97603

Sandy Boatright
Phone: (541) 880-2235
Web: http://www.kcc.cc.or.us

Linn-Benton Community College

6500 Pacific Blvd SW
Albany, OR 97321

Gary Price
Phone: (541) 917-4923
Email: priceg@linnbenton.edu

Portland Community College

705 N Killingsworth
Portland, OR 97217

Shawn S Parrish
Phone: (503) 978-5588
Email: shawn.perrish@pcc.edu

Rogue Community College

3345 Redwood Hwy
Grants Pass OR 97527

Charles Phenix
Phone: (541) 245-7568 or
(541) 245-7500 x3419
Fax: (541) 774-4230
Email: cphenix@roguecc.edu
Web: http://www.roguecc.edu

Southwest Oregon Community College

1988 Newmark Ave.
Coos Bay, OR 97420

Paul Reynolds
Phone: (541) 888-7296
Web: http://www.socc.edu

Tillamook Bay Community College

4301 Third St
Tillamook, OR 97141

Lori Gates (x1030)
Phone: (503) 842-8222
Fax: (503) 842-8334
Email: gates@tillamookbaycc.edu
Web: http://www.tbcc.cc.or.us

Treasure Valley Community College

650 College Blvd
Ontario OR 97914

Sheryl Romans
Phone: (541) 881-5757
Fax: (541) 881-2721
Web: http://www.tvcc.cc.or.us

Umpqua Community College

1140 College Road
P.O. Box 967
Roseburg, OR 97470

Jesse Morrow
Phone: (541) 440-4678
Fax: (541) 440-4653
Email: jesse.morrow@umpqua.edu
Web: http://www.umpqua.cc.or.us

PUBLIC TRAINING PROVIDERS

WASHINGTON INSTITUTIONS

Bates Technical College

South Campus
2201 S. 78th St.
Tacoma, WA 98409

Pat Piper
Phone: (253) 680-7463
Web: http://www.bates.ctc.edu

Bellevue Community College

Fire Science Program
3000 Landerholm Circle S.E.
Bellevue, WA 98007
Phone: (425) 564-2012
Web: http://www.bcc.ctc.edu

Columbia Basin College

2600 N. 20th Ave.
Pasco, WA 99301

Ken Williams
Phone: (509) 936-8548
Web: http://www.columbiabasin.edu

Everett Community College

2000 Tower St.
Everett, WA 98201

Russell Colmore
Phone: (425) 388-9161
Fax: (425) 388-9129
Email: rcolmore@everettcc.edu
Web: http://www.everettcc.edu

Green River Community College

Natural Resources Program
12401 S.E. 320th St.
Auburn, WA 98092

Dick Hopkins (x4509)
Rob Sjogren (x4582)
Phone: (253) 833-9111
Web: http://www.greenriver.edu

Lower Columbia College

Fire Science Department
1600 Maple, P.O. Box 3010
Longview, WA 98632

Rick Atkins
Phone: (360) 442-2871
Web: http://www.lcc.ctc.edu

Northwest Indian College

Colville Tribal Campus
PO Box 150
Nespelem, WA 99155

Shelly Dick
Phone: (509) 634-2799
Email: shelley.dick@colvilletribes.com

Peninsula College

Professional Technical Programs
1502 E. Lauridsen Blvd.
Port Angeles, WA 98362
Phone: (360) 452-9277
Web: http://www.pc.ctc.edu

Skagit Valley College

Mt. Vernon Campus
2405 E. College Way
Mt. Vernon, WA 98273

Patrick McVicker
Phone: (360) 416-7783
Web: http://www.skagit.edu

South Puget Sound Community College

Fire Protection Technology
2011 Mottman Rd. S.W.
Olympia, WA 98512
Phone: (360) 866-1000
Web: http://www.spscc.ctc.edu

Spokane Community College

Fire Science Technology
1810 N. Greene St.
Spokane, WA 99217

Cathy Shaffer
Phone: (509) 533-8037
Web: http://www.scc.spokane.edu

Walla Walla Community College

Fire Science Dept.
500 Tausick Way
Walla Walla, WA 99362

Bradley Mason
Phone: (509) 527-4579
Fax: (509) 527-4226
Email: Bradley.mason@wwcc.edu
Web: http://www.wwcc.edu

Wenatchee Valley College

1300 Fifth St.
Wenatchee, WA 98801

Michelle Gedrose
Phone: (509) 682-6906
Email: mgedrose@wvc.edu
Web: http://www.wvc.edu

Exhibit J - Special Compensation Issues and Payment Centers

SCHEDULE 1 - FEDERAL JURISDICTION INCIDENTS

I. COMPENSATION

Government shall pay **Contractor** for the **services** performed by **Contractor**, in accordance with the scheduled rates stated within this **Agreement**.

II. INVOICES

A. **Government**'s Representative and **Crew**'s Representative will carry copies of the **Agreement** with the **Resource Order** to the assigned **Incident**.

B. After each shift **Crew Boss** will document **Crew** time on the Crew Time Report. The **Crew** Time Report shall include all **Crew Member**s in manifest order; actual hours worked; signature of the **Crew Boss**. The appropriate **Government** official (usually the person the **Crew** worked for on the line) will sign the Crew Time Report and submit to the Finance Section.

C. Finance Section will post time to an Equipment Use Invoice, Optional Form 286 (OF-286).

D. When **Crew**s are released to return home, Finance Section closes out the **Equipment** Use Invoice including estimated time for return travel. If **Crew** is released and sent to another **Incident**, normally the receiving **Incident** pays travel. Final determination will be made by the **Government Representative** at the **Incident**.

E. **Crew**'s Representative will sign invoice.

F. Payments will be based on Crew Time Reports and properly signed OF-286 Equipment Use Invoices. The Electronic Funds Transfer Payment Method must be used. On long duration **Incident**s, partial payments may be made as provided by the referenced payment clauses (Payments, 52-232-1).

G. Payment will be processed by the appropriate agency listed on the following pages:

III. COMPENSATION ISSUES AND CLAIMS

If compensation issues or claims arise on an **Incident**, **Contractor** shall first bring those issues to the attention of the **Incident** Procurement Unit Leader (PROC) or, if the PROC is not available, to the **Incident** Finance Section Chief. If neither the PROC nor the Finance Section Chief is available, the **Host Unit** Contracting Officer should be the primary contact. Claims may be settled by any Contracting Officer acting within his or her authority and within any limits set by the **Host Unit**. In the event a settlement is not reached, the **Government** official will refer the claim to an appropriate **Host Unit** official for determination. If the **Incident Host Unit** is unable to resolve the issue, **Contractor** shall submit the complaint or concern, in writing, to the **Single Point of Contact**.

USDA FOREST SERVICE

USDA, Forest Service
Albuquerque Service Center
Incident Finance Branch
101 B Sun Avenue NE
Albuquerque, NM 87109
(877) 372-7248

BUREAU OF LAND MANAGEMENT NATIONAL OPERATIONS CENTERS

National Operations Center
Attn: Accounts Payable Group
PO Box 25047
Denver, CO 80225-0047

BUREAU OF INDIAN AFFAIRS OFFICES

BIA Area Office
911 NE 11th Avenue
Portland OR 97232
(503) 231-6702

Colville Agency
P O Box 111
Nespelem WA 99155
(509) 634-4901

Siletz Agency
P O Box 539
Siletz OR 97380
(503) 444-2679

Warm Springs Agency
P O Box 1239
Warm Springs OR 97761
(503) 553-2411

Spokane Agency
P O Box 389
Wellpinit WA 99040
(509) 258-4561

Yakima Agency
P O Box 632
Toppenish WA 98948
(509) 65-2255

Puget Sound Agency
3006 Colby Red Bldg.
Everett WA 98201
(206) 258-2651

Umatilla Agency
P O Box 520
Pendleton OR 97801
(503) 276-2811

Olympic Peninsula
P O Box 120
Hoquiam WA 98550
(206) 533-9100

NATIONAL PARKS SERVICE OFFICES

Lake Roosevelt Natl Rec Area (LARO)
1008 Crest Drive
Coulee Dam WA 99116-0037
(509) 633-9441

Hagerman Fossil Beds Natl Monument (HAFO/CIRO)
963 Blue Lakes Blvd Suite 1
Twin Falls ID 83301-6601
(208) 733-8398

Craters of the Moon Natl Monument (CRMO)
Highway 27
P O Box 29
Arco ID 83213-0029

Klondike Gold Rush Natl Historical Park (Seattle Unit) (KLSE)
117 S Main Street
Seattle WA 98104-2515

Fort Clatsop Natl Memorial (FOCL)
Route 3 Box 704-FC
Astoria OR 97103-9803
(503) 861-2471

Ft Vancouver Natl Historic Site (FOVA)
612 E Reserve Street
Vancouver WA 98551-3811
(360) 696-7655

Olympic National Park (OLYM)
(MORA)
600 E. Park Avenue
Port Angeles WA 98362-6757
(360) 452-4501

Crater Lake Natl Park (CRLA)
Highway 62
P O Box 7
Crater Lake OR 97604-0007
(541) 594-2211

John Day Fossil Beds Natl
Monument (JODA)
420 W Main Street
John Day OR 97845-1031
(541) 575-0721

OR Natl Historic Trail (ORCA)
Pacific NW Regional Office
83 S King St Suite 212
Seattle WA 98104-2887
(360) 553-5366

Oregon Caves Natl Monument

(ORCA)
Caves Highway
Cave Junction OR 97523-9716
(541) 592-2100

Ebey's Landing Natl Historical
Reserve (ELBA)
P O Box 774
Coupeville WA 98239-0774
(360) 553-0791

North Cascades Natl Park
Service Complex (NOCA)
2105 Highway 20
Sedro Woolley WA 98284-9314
(360) 452-4501
(208) 843-2261

Whitman Mission Natl Hist Site
(WHMI)
Route 2 Box 247
Walla Walla WA 99372-9699

Mount Rainier Natl Park

Tahoma Woods Star Route
Ashford WA 98304-9751
(370) 569-2211

San Juan Island Natl Hist Park
(SAJH)
125 Spring Street
P O Box 429
Friday Harbor WA 98250-0429

Nez Perce Natl Hist Park
(NEPE) Highway 95
P O Box 93
Spalding ID 83551-0093

NOTICE OF ASSIGNMENT

U.S. Department of Agriculture Forest Service	PLACE PREPARED
NOTICE OF ASSIGNMENT	DATE

PLEASE TAKE NOTICE that moneys due or to become due under the contract No._____ have been assigned to the undersigned pursuant to the provisions of the Assignment of Claims Act of 1940 (Public Law No. 811, 76th Congress), approved October 9, 1940.

Payments due or to become due under such contract should be made to the assignee.

Please return to the undersigned the three enclosed copies of this notice with appropriate notations showing the date and hour of receipt and duly signed by the person acknowledging receipt on behalf of the addressee.

NAME AND ADDRESS OF ASSIGNEE	BY (Signature)	TITLE OF SIGNING OFFICER
A copy of this assignment must be attached to each invoice to be effective and is applicable to Federal fires only.		

DATE RECEIVED	HOUR RECEIVED A.M. P.M.	
NAME AND TITLE OF ADDRESSEE OF NOTICE	BY (Signature on behalf of addressee)	TITLE

INSTRUCTIONS

In order to avoid delay, inconvenience, and possible impairment of the validity of assignments, these instructions should be followed carefully.

1. **Under the terms of the Assignment of Claims Act of 1940, written notice of each assignment of moneys due or to become due from the United States or from any agency or department thereof, must be filed with:**

   (a) the contracting office or the head of his department or agency.
   (b) the surety or sureties upon the bond or bonds, if any, in connection with such contracts, and
   (c) the disbursing officer, if any, designated in such contract to make payment.

2. **All blanks should be carefully filled in and the original and three copies should be forwarded to each of the parties with whom notice is required to be filed.**

3. The addressee should acknowledge receipt of this notice on the three copies and return the same to the assignee.

4. One copy of each such receipt should be retained by the assignee for his own records and two copies of each such receipt should be attached to the first invoice, voucher, or other similar document submitted for payment.

5. It will not be necessary to forward additional copies of such receipt with requests for further payment, because the first copies will be duly recorded in the appropriate offices of the GOVERNMENT.

6. If there is no surety bond in connection with the contract, giving rise to the claim which is assigned, it is not necessary to serve notice of assignment upon any surety.

7. If no disbursing officer is designated in such contract to make payment, it is not necessary to serve notice of assignment upon any disbursing officer.

6300-33 (1/72)

FOR VALUE RECEIVED, the undersigned assignor, hereinafter referred to as "assignor", in accordance with the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C.203, 41 U.S.C. 15), hereby sells, transfers, and assigns to _____, of _____, all moneys due or to become due to assignor from the United States of America or from any department or agency thereof under the following contract:

Contact number
Date of contact
Department or agency
Name of **contractor**
Address of **contractor**
Amount of contract

Assignor hereby stipulates that no previous assignment has been made, and that no additional assignments will be made, of moneys due under said contract. Assignor hereby irrevocably authorizes and directs the disbursing officer of the United States of America or department or agency thereof to make payment to said assignee of said moneys due or to become due to assignor under said contract.

IN WITNESS WHEREOF, assignor has executed this assignment this _____ day of _____, 20__.

_____
(NAME OF CONTRACTOR)

(CORPORATE SEAL)
ATTEST:

By_____
(SIGNATURE OF OWNER, PARTNER, OR OFFICER)

By _____.
Title _____.

Title_____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF)
as:
COUNTY OF)
On this_____ day of _____, in the year 20_____, before me, _____ , a notary public in and for said State, personally appeared_____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____he_____executed the same.

_____.
NOTARY PUBLIC

(NOTARIAL SEAL)
My commission expires _____.

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)
as:
COUNTY OF)
On this_____ day of _____, in the year 20_____, before me, _____ , a notary public in and for said State, personally appeared_____, known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

_____.
NOTARY PUBLIC

(NOTARIAL SEAL)
My commission expires _____.

CORPORATE ACKNOWLEDGEMENT

STATE OF)
as:
COUNTY OF)
On this_____ day of _____, in the year 20_____, before me, _____ , a notary public in and for said State, personally appeared_____, known to me to be the of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

_____.

(NOTARIAL SEAL)
My commission expires_____dated _____

If the CONTRACTOR elects to assign future payments to a bank or financial institution, the CONTRACTOR must have the bank or financial institution complete the Notice of Assignment. The Notice of Assignment must be filed with the contracting officer at the Regional Office at P.O. Box 3623, Portland OR 97208 and with the following disbursing/payment offices. (See Below*) The assignment will last for the life of the fire season unless proper notification is given to stop the assignment. If Electronic Funds Transfer is utilized the CONTRACTOR must make sure that the bank or financial institution is aware of the information that must be provided to the disbursing/payment offices listed below. (See the clause entitled Payment by Electronic Funds Transfer)

EXHIBIT J - SPECIAL COMPENSATION ISSUES AND PAYMENT CENTERS

SCHEDULE 2 – STATE OF OREGON JURISDICTION INCIDENTS

(Oregon Department of Forestry, Coos Forest Protection Association, Douglas Forest Protection Association, and Walker Range Fire Patrol Fires)

I. COMPENSATION

Oregon Department of Forestry (**ODF**), Coos Forest Protective Association (CFPA), Douglas Forest Protective Association (DFPA) and Walker Range Fire Patrol shall pay **Contractor** for **Services** in accordance with the scheduled **Proposal Rate** stated in **Attachment A** of this **Agreement** and in accordance with the terms and conditions of this **Agreement**. This rate shall be a single hourly rate which will cover **Crew** time per person, dispatch time, **Equipment** costs, travel time, vehicle gas and oil, less any applicable deductions. Time shall start to accrue upon departure from the **Designated Dispatch Location** to each **ODF Incident** assignment, allowing for reasonable travel time to appointed destination. Payment shall be made no later than forty-five (45) days after receipt and approval of **Contractor's** invoice by **ODF**. For purposes of this Section, an invoice is "approved" when the accuracy of the invoice is agreed upon by both **ODF** and **Contractor**.

After each shift **Crew Boss** will document **Crew** time on the Crew Time Report. The Crew Time Report shall include all **Crew Members** in manifest order; actual hours worked; signature of the **Crew Boss**. The appropriate **Government** official (usually the person the **Crew** worked for on the line) will sign the Crew Time Report and submit to the Finance Section.

Contractor's time records will be subject to audit by **ODF** before payments are made.

II. OREGON DEPARTMENT OF FORESTRY AND PROTECTION ASSOCIATION BILLING ADDRESSES

For obtaining payment from **ODF**, **Contractor** shall send billing invoice to the appropriate District office listed below, according to the District on which the **Incident** occurred:

Forest Grove District
801 Gales Creek Rd
Forest Grove OR 97116-1199
(503) 357-2191

Tillamook District
5005 Third Street
Tillamook OR 97141-2999
(503) 842-2545

Astoria District
92219 Hwy 202
Astoria OR 97103
(503) 325-5451

North Cascade District
22965 North Fork Road SE
Lyons OR 97358
(503) 859-2151

West Oregon District
24533 Alsea Hwy
Philomath OR 97370
(541) 929-3266

Southwest Oregon District
5286 Table Rock Road
Central Point OR 97502
(541) 664-3328

Coos District
63612 Fifth Rd
Coos Bay OR 97420
(541) 267-4136

Coos FPA
63612 Fifth Rd
Coos Bay OR 97420
(541) 267-3161

Douglas FPA
1758 NE Airport Road
Roseburg, OR 97470-1499
(541) 672-6507

South Cascade District
3150 Main St.
Springfield OR 97478
(541) 726-3588

Western Lane District
PO Box 157
Veneta OR 97487-0157
(541) 935-2283

Northeast Oregon District
611 20th Street
LaGrande OR 97850
(541) 963-3168

Central Oregon District
PO Box 670
Prineville OR 97754
(541) 447-5658

Klamath-Lake District
3200 DeLap Rd
Klamath Falls OR 97601
(541) 883-5681

Walker Range FPA
PO Box 665
Gilchrist OR 97737
(541) 433-2451

III. COMPENSATION ISSUES AND CLAIMS

If compensation issues arise on an **Incident**, **Contractor** shall first bring those issues to the attention of the **Incident** Procurement Unit Leader (PROC) or, if the PROC is not available, to the **Incident** Finance Section Chief. If neither the PROC nor the Finance Section Chief is available, the **Incident Host Unit** should be the primary contact. If the **Incident Host Unit** is unable to resolve the issue, **Contractor** shall submit the complaint or concern, in writing, to the **Single Point of Contact**.

CLAIMS:

The Oregon Department of Forestry does not have the ability to settle claims. Claims should be submitted directly to Risk Management at:

Oregon Department of Forestry
Risk Management Unit
2600 State Street
Salem, OR 97310

EXHIBIT J - SPECIAL COMPENSATION ISSUES AND PAYMENT CENTERS

SCHEDULE 3 – STATE OF WASHINGTON JURISDICTION INCIDENTS

I. COMPENSATION

Washington Department of Natural Resources shall pay **Contractor** for **Services** in accordance with the scheduled rates stated within this **Agreement**. This will be a single hourly rate which will cover **Crew** time per person, dispatch time, **equipment** costs, travel time, vehicle gas and oil, less any applicable deductions. Time shall start to accrue upon departure from the point of dispatch to each Washington Department of Natural Resources **Incident** assignment, allowing for reasonable travel time to appointed destination. The rates under this **Agreement** are inclusive of all payments for FICA, Unemployment and Workers' Compensation, Bonding and Liability Insurance or any other costs to **Contractor** that might accrue. Payment shall be made to **Contractor** once both Washington Department of Natural Resources and **Contractor** agrees upon the emergency equipment use invoice amount. The Washington Department of Natural Resources will make payment in the form of a check issued to **Contractor** within 30 days after date of processing. Upon **demobilization**, **Contractor** may be required to sign an emergency equipment use invoice and obtain a copy of performance evaluation for the period of performance on the **Incident**.

After each shift **Crew Boss** will document **Crew** time on the Crew Time Report. The Crew Time Report shall include all **Crew Members** in manifest order; actual hours worked; signature of the **Crew Boss**. The appropriate **Government** official (usually the person the **Crew** worked for on the line) will sign the Crew Time Report and submit to the Finance Section.

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		

II. COMPENSATION ISSUES AND CLAIMS

If compensation issues arise on an **Incident**, **Contractor** shall first bring those issues to the attention of the **Incident** Procurement Unit Leader (PROC) or, if the PROC is not available, to the **Incident** Finance Section Chief. If neither the PROC nor the Finance Section Chief is available, the **Incident Host Unit** should be the primary contact. If the **Incident Host Unit** is unable to resolve the issue, **Contractor** shall submit the complaint or concern, in writing, to the **Single Point of Contact**.

CLAIMS:

The Washington Department of Natural Resources does not have the ability to settle claims. Present in person, or mail, the standard tort claim form and supporting documents to:

Department of Enterprise Services
Risk Management Division
1500 Jefferson Street SE, MS 41466
Olympia, WA 98504-1466

Exhibit K - Special Contract Terms and Conditions

SCHEDULE 1 - FEDERAL INCIDENTS

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

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

52.212-4 Contract Terms and Conditions—Commercial Items.

Contract Terms and Conditions—Commercial Items (Feb 2012) – *Tailored to include Alternate 1 for labor-hour procurements.*

(a) *Inspection/Acceptance.*

(1) The **Government** has the right to inspect and test all materials furnished and **Services** performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The **Government** may also inspect the plant or plants of the **Contractor** or any subcontractor engaged in contract performance. The **Government** will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the **Government** performs inspection or tests on the premises of the **Contractor** or a subcontractor, the **Contractor** shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the **Government** will accept or reject **Services** and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the **Services** or materials last delivered under this contract, the **Government** may require the **Contractor** to replace or correct **Services** or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The **Contractor** shall not tender for acceptance materials and **Services** required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(5)(i) If the **Contractor** fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the **Government**), the **Government** may—

(A) By contract or otherwise, perform the replacement or correction, charge to the **Contractor** any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the **Contractor** shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the **Government** may at any time require the **Contractor** to remedy by correction or replacement, without cost to the **Government**, any failure by the **Contractor** to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the **Contractor**'s managerial personnel; or

(ii) The conduct of one or more of the **Contractor**'s employees selected or retained by the **Contractor** after any of the **Contractor**'s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or **Services** as to materials and **Services** originally delivered under this contract.

(8) The **Contractor** has no obligation or liability under this contract to correct or replace materials and **Services** that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the **Contractor**'s obligation to correct or replace **Government**-furnished **property** shall be governed by the clause pertaining to **Government property**.

(b) Assignment. The **Contractor** or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the **Contractor** may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The **Contractor** shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or **Services**.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the **Contractor**;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the **Contractor** under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the **Contractor** under a common control;

(B) Subcontracts for supplies and incidental **Services** for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental **Services** for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: NA, and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *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.

(g) Invoice.

(1) The **Contractor** shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the **Contractor**;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on **Government** bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The **Contractor** shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The **Contractor** shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the **Contractor** shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-34, Payment by Electronic Funds Transfer—Other Than Central **Contractor** Registration), or applicable agency procedures.

(C) EFT banking information is not required if the **Government** waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The **Contractor** shall indemnify the **Government** and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the **Contractor** is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) ***Services*** *accepted.* Payment shall be made for **Services** accepted by the **Government** that have been delivered to the delivery destination(s) set forth in this contract. The **Government** will pay the **Contractor** as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the **Contractor** shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the **Contractor** having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials*.

(A) If the **Contractor** furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the **Contractor**'s established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the **Government** will reimburse the **Contractor** the actual cost of materials (less any rebates, refunds, or discounts received by the **Contractor** that are identifiable to the contract) provided the **Contractor**—

(*1*) Has made payments for materials in accordance with the terms and conditions of the **Agreement** or invoice; or

(*2*) Makes these payments within 30 **day**s of the submission of the **Contractor**'s payment request to the **Government** and such payment is in accordance with the terms and conditions of the **Agreement** or invoice.

(C) To the extent able, the **Contractor** shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the **Government** for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The **Contractor**'s timekeeping procedures;

(C) **Contractor** records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract Agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for

underpayments. The **Contractor** shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The **Government** within 30 days will pay any such increases, unless the parties agree otherwise. The **Contractor**'s payment will be made by check. If the **Contractor** becomes aware of a duplicate invoice payment or that the **Government** has otherwise overpaid on an invoice payment, the **Contractor** shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) **Contractor** point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the **Contractor** to the **Government** under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The **Government** may issue a demand for payment to the **Contractor** upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by FAR 33.211 if—

(A) The Contracting Officer and the **Contractor** are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The **Contractor** fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the **Contractor** has requested an installment payment agreement; or

(C) The **Contractor** requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the **Contractor**;

(B) The date of issuance of a **Government** check to the **Contractor** from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the **Contractor**.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the **Contractor** as the "completion invoice" and supporting documentation, and upon compliance by the **Contractor** with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the **Contractor** as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The **Contractor**, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the **Government**, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the **Contractor**.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the **Contractor** to third parties arising out of performing this contract, that are not known to the **Contractor** on the date of the execution of the release, and of which the **Contractor** gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the **Contractor** that the **Government** is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the **Contractor** by reason of its indemnification of the **Government** against patent liability), including reasonable incidental expenses, incurred by the **Contractor** under the terms of this contract relating to patents.

(8) *Prompt payment*. The **Government** will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the **Government** makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the **Contractor** until, and shall pass to the **Government** upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the **Government** at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the **Contractor** plus reasonable charges the **Contractor** can demonstrate to the satisfaction of the **Government** using its standard record keeping system that 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.

(m) *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.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the **Government** upon acceptance, regardless of when or where the **Government** takes physical possession.

(o) *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.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the **Contractor** will not be liable to the **Government** for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The **Contractor** shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to **Government** contracts.* The **Contractor** agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/**services**.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to **Government** Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the **Contractor** is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the **Government**'s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the **Contractor** is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a **Contractor** has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the **Contractor** shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The **Contractor** must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the **Contractor** fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the **Agreement** at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the **Contractor** to be other than the **Contractor** indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The **Contractor** shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the **Contractor**'s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that **Contractor** will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items – *tailored* to include applicable clauses only.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2012)

(a) The **Contractor** shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The **Contractor** shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the **Government** (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) 52.209-6, Protecting the **Government**'s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

(39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(42) 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).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-34**,** Payment by Electronic Funds Transfer—Other than Central Contractor Registration.

(49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

(c) The **Contractor** shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

(d) *Comptroller General Examination of Record*. The **Contractor** shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the **Contractor**'s directly pertinent records involving transactions related to this contract.

(2) The **Contractor** shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the **Contractor** to create or maintain any record that the **Contractor** does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the **Contractor** is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to

small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq*.).

(2) While not required, the **Contractor** may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

EMPLOYMENT OF ELIGIBLE WORKERS (FSAR 4G52.222-701) (DEC 1999)

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS), now the United States Citizen and Immigration Services, established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (8 CFR 274a).

The **Contractor** is required to:

1. Have all employees complete and sign the I-9 Form to certify that they are eligible for employment;

2. Examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual;

3. Record information about the documents on the form, and complete the certification portion of the form;

4. Retain the form for 3 years, or 1 year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the **Agreement**. If the **Contractor** employs unauthorized workers during contract performance in violation of section 274A, the **Government** may terminate the **Agreement**, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local United States Citizen and Immigration Services office.

LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS (4G52.222-702) (DEC 1999)

(a) General. This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (**MSPA**) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing **MSPA** (29 CFR 500). The purpose of **MSPA** is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor contractors, and to ensure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to recruiting, soliciting, hiring, employing, furnishing, or transporting any migrant or seasonal worker for predominantly manual forestry work, including but not limited to tree planting, brush cleaning, precommercial tree thinning, and forest firefighting.

(b) Definitions.

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker," as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the **Contractor**'s immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only:

1. Spouse;

2. Children, stepchildren, or foster children;

3. Parents, stepparents, or foster parents; and

4. Brothers and sisters.

"Farm Labor **Contractor**," as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) Registration Requirement. Any **Contractor** who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal Department of Labor Certificate of Registration. The **Contractor** shall carry the Certificate at all times while engaged in contract performance, and shall display it upon request. Any of the **Contractor**'s employees who perform any one or more of the activities defined for a "Farm Labor **Contractor**" in paragraph (b) must have their own Farm Labor **Contractor** Employee Certificate.

(d) Worker Protections. The **Contractor** shall comply with the following protections and standards related to wage disclosure, record keeping, vehicle safety, and housing:

(1) The **Contractor** shall display and maintain at the place of employment the **MSPA** poster provided by the Department of Labor.

(2) Wage and Payroll Standards.

(i) The **Contractor** shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation information, at the time they are recruited or hired. The Department of Labor provides an optional Form WH-516 for **Contractor**'s use in disclosure.

(ii) The **Contractor** shall keep the following payroll records for each employee: name, address, social security number, basis for wages (that is, per hour, per tree, per acre), number of units

earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records must be retained for 3 years.

(iii) Payments must be made no less frequently than every 2 weeks or semi-monthly. At the time of each payment, the **Contractor** shall provide to the employee a written itemization of the information listed in paragraph ii and shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

(3) Motor Vehicle Safety.

(i) The **Contractor** shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the **Contractor**'s certificate. If the **Contractor** directs or requests employees to carpool, the registration requirement is applicable. Any driver who transports workers for a fee or at the direction of the **Contractor** shall be registered as a farm labor **Contractor** or a farm labor **Contractor** employee.

(ii) Any vehicle under the ownership or control of the **Contractor** must comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104.

Vehicles other than passenger vehicles or station wagons that are driven on any trip for a distance greater than 75 miles by a farm labor **Contractor** or agricultural employer to transport any migrant or seasonal agricultural worker must comply with Department of Transportation Regulations at 29 CFR 500.105. One trip may have numerous stops. All drivers shall have a current, valid State driver’s license.

(iii) Each vehicle under the ownership or control of the **Contractor** that is used to transport any migrant or seasonal agricultural worker must be covered by vehicle insurance of $100,000 per seat (maximum $5,000,000). A workers compensation policy that covers the workers while being transported plus an additional property damage policy for $50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

(4) Housing.

(i)The **Contractor** shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency or, if permitted by the Forest Service, in a camp on National Forest Lands as in 4G52.222-705. The **Contractor** must post the certificate of occupancy at the housing site.

(ii) The authorization to furnish housing, other than commercial lodging, must appear on the **Contractor**'s certificate.

(e) For further information on the requirements of the Act, **Contractor**s should contact their local Wage and Hour Division of the Department of Labor.

MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT REGISTRATION (4G52.222-703) (DECEMBER 1999)

The Migrant and Seasonal Agricultural Worker Protection Act (**MSPA**) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to **MSPA** to obtain a **MSPA** registration number.

If the **Contractor** employs or anticipates hiring employees subject to **MSPA**, the **Contractor** shall provide a valid U.S. Department of Labor **MSPA** Registration Number to the Contracting Officer within days (30

days unless a shorter time is specified) after notification of award of the contract. The **MSPA** Registration Number is the number on the Farm Labor **Contractor**'s DOL-issued Certificate.

The **Government** may demand that the **Contractor** display **MSPA** registration at any time during contract performance if it appears that the **contractor** is employing workers subject to **MSPA**. On demand, the **Contractor** shall display its **MSPA** registration or state why it is exempt from **MSPA**.

Compliance with **MSPA** is a material condition of the contract. If the **Contractor** fails to provide a valid **MSPA** number in accordance with this clause, or falsely states that it is exempt from the **MSPA**, the **Government** may terminate the contract, in addition to other remedies or penalties prescribed by law.

PERSONAL PROTECTIVE EQUIPMENT (4G52.222-704) (FEBRUARY 2007)

The **Contractor** shall train workers in the safe operation and use of **equipment** that the worker may use before the worker begins using such **equipment**.

Personal protective **equipment**, including personal protective **equipment** for eyes, face, head, and extremities must be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered which may cause injury or impairment in the function of any part of the body. Defective or damaged personal protective **equipment** must not be used.

The **Contractor** shall provide chain saw chaps to each employee who operates a chain saw, at no cost to the employee. These chaps must be approved by an Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps must cover the full length of the thigh and must extend to the top of the boot on each leg.

The **Contractor** shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material that will protect the employee against contact with a running chain saw.

In any area where the worker is exposed to the potential for flying or falling objects, the **Contractor** shall provide a hard hat, at no cost to the employee, and the **Contractor** shall assure that the employee wears the hard hat. The hard hat must meet the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

The **Contractor** shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

The **Contractor** shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise for example, chain saw operation.

CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS (4G52.222-705) (FEB 2007)

The following provisions apply to all camping on National Forest lands during performance of this contract:

These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises," in this contract.

Every structure used as shelter must provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.

The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite must be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping is permitted within developed recreation sites or along primary recreation roads.

The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the **Contractor** shall remove, within 10-calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the **Contractor** fails to remove all structures or improvements within the 10-calendar days, they shall become the **property** of the United States, but that will not relieve the **Contractor** of liability for the cost of their removal and restoration of the site.

Unless otherwise designated by the contracting officer, the use of this area is not exclusive, and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.

Damaging or removing any natural feature or other **property** of the Forest Service is prohibited.

Servicing of **equipment** in the campsite is not permitted, unless the campsite is within the project area.

Sanitary facilities must be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, must be provided and sufficient for the storage of perishable food items.

An adequate and convenient potable water supply must be provided in each camp for drinking and cooking purposes.

Toilet facilities adequate for the capacity of the camp must be provided and supplied with adequate toilet paper. Such facilities must be serviced and maintained in a sanitary condition.

Garbage must be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.
Basic first aid supplies must be maintained, available, and under the charge of a person trained to administer first aid. The supplies must include:

1. Gauze pads (at least 4x4 inches),
2. Two large gauze pads (at least 8x10 inches),
3. Box adhesive bandages (band-aids),
4. One package of gauze roller bandage at least 2-inches wide,
5. Two triangular bandages,
6. Scissors,
7. At least one blanket,
8. Tweezers,
9. Adhesive tape,
10. Latex gloves, and
11. Resuscitation device such as resuscitation bag, airway, or pocket mask.

Any washing of laundry must be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

The **Contractor** shall take all reasonable precautions to prevent and suppress forest fires. No material must be disposed of by burning in open fires during the closed **season** established by law or regulation without the written permission from the Forest Service.

The **Contractor** shall comply with the following fire regulations during fire **season**:

During the fire **season**, a shovel, axe or Pulaski, 10-quart pail which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.

All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.

All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.

All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

The Forest Service reserves the right to terminate a camping permit at any time.

EXHIBIT K - SPECIAL CONTRACT TERMS AND CONDITIONS

SCHEDULE 2 – STATE OF OREGON INCIDENTS

The terms and conditions contained in Sections 1-24 of the **2013 IFCA** are incorporated by reference in this Schedule and constitute the **Special Contract Terms and Conditions** applicable to Oregon fires as described in Section 3.2 and 3.2.1 of the **Agreement**. In addition, the following terms and conditions are also applicable:

FOREIGN CONTRACTOR:

If the amount of compensation under the **Agreement** exceeds ten thousand dollars ($10,000), and if **Contractor** is not domiciled in or registered to do business in the **State of Oregon**, **Contractor** shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the **Agreement**. The **State** shall be entitled to withhold final payment under the **Agreement** until **Contractor** has met this requirement.

FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:

Contractor understands and agrees that the obligation for the payment of amounts due under this **Agreement** is contingent on the **State of Oregon** receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow **ODF** to make payments under this **Agreement**.

DRUG/ALCOHOL AND FIREARMS PROHIBITION

The possession of firearms or other dangerous weapons (as defined in 18 USC 930 (g)(2)) is prohibited at all times while on **Government Property** and during performance of **Services** under this **Agreement**. The term "dangerous weapon" does not include a pocket knife with a blade less than 2 ½ inches in length or a multi-purpose tool

Contractor and **Contractor's Crew** and other employees are prohibited from engaging in the manufacture, distribution, dispensing, unlawful possession or use of controlled substances or alcohol while working under this **Agreement** or in fire camp. This **Agreement** includes and incorporates by reference Federal Acquisition Regulation (FAR) clause 52.223-6 (Drug Free Work Place [May 2001]). Upon request, the **ODF** will make the full text of this FAR available to **Contractor**.

HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE

The following policies and orders are incorporated by reference into this **Agreement**: State of Oregon and **ODF** policy 50.010.01; State of Washington and Department of Natural Resources, State policy POL-7016; U.S. Department of Agriculture, Title VII, Civil Rights Act of 1964; Executive Order EO-11246 and U.S. Forest Service Harassment Free Workplace Policy.

This **Agreement** requires a work and rest environment free from behavior, action, or language that is or may be perceived by others as hostile, intimidating, violent or abusive. Harassment or discrimination in any form is illegal, unacceptable conduct and WILL NOT BE TOLERATED. **Contractor** or **Contractor's Crew** or other employees who engage in such conduct shall be released or removed from the **Incident**.

EXHIBIT K - SPECIAL CONTRACT TERMS AND CONDITIONS

SCHEDULE 3 – STATE OF WASHINGTON INCIDENTS

STANDARD TERMS AND CONDITIONS

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

I. Responsibilities

Contractor is providing **services** to the State of Washington as an independent **Contractor** and shall not be construed to be an employee or an agent of the State of Washington for any purpose. **Contractor** agrees to defend, protect, save, and hold harmless the State of Washington, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to the actions of **Contractor**, or the actions of **Contractor**'s agents and/or employees in the performance of this **Agreement**. **Contractor** will be responsible for the payment of any fines or penalties charged against **Contractor** or any of **Contractor's** employees or **equipment**.

II. Conflict and Severability

1. Conflict. In the event of conflict between **Agreement** documents and applicable laws, codes, ordinances, regulations or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws, ordinances regulations or orders, the most stringent or legally binding requirement shall govern and be considered as part of this **Agreement** in order to afford the State of Washington the maximum benefits thereof.

2. Severability. Any provisions of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

III. Workers Right to Know

1. Recently passed "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers or distributors of hazardous substances, including any of the items listed on this bid/quote/contract bid and subsequent award must include with each delivery a completed Material Safety Data Sheet (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:

a. The identity of the hazardous material,

b. Appropriate hazardous warnings, and

c. Name and address of the chemical manufacturer, importer or other responsible party.

2. The Department of Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

IV. Indemnity

To the fullest extent permitted by law, **Contractor** shall indemnify, defend and hold harmless State of Washington, agencies of State of Washington and all officials, agents and employees of State of Washington, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this **Agreement** means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible **property** including loss of use resulting therefrom. **Contractor** obligation to indemnify, defend, and hold harmless includes any claim by **Contractor** agents, employees, representatives, or any subcontractor or its employees. **Contractor** expressly agrees to indemnify, defend, and hold harmless State of Washington for any claim arising out of or **incident** to **Contractor** or any subcontractor's performance or failure to perform the contract. **Contractor** obligations to indemnify, defend, and hold harmless State of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of State of Washington or its agents, agencies, employees and officials. **Contractor**

waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State of Washington and its agencies, officials, agents or employees.

V. Personal Liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the State of Washington be in any way personally liable or responsible for any covenant or **Agreement** herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this **Agreement.**

VI. Legal Fees

Contractor covenants and agrees that in the event suit is instituted by the State of Washington for any default on the part of **Contractor**, and **Contractor** is adjudged by a court of competent jurisdiction to be in default, he shall pay to the State of Washington all costs, expenses expended or incurred by the State of Washington in connection therewith, and reasonable attorney's fees.

VII. Insurance

Contractor shall, at all times during the term of the **Agreement** at its cost and expense, buy and maintain insurance of the types and amounts listed below. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Workers' Compensation Coverage. **Contractor** shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of **Contractor** and employees of any subcontractor or sub subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this **Agreement**. Except as prohibited by law, **Contractor** waives all rights of subrogation against State of Washington for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance. **Contractor**, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State of Washington incurs fines or is required by law to provide benefits to or obtain coverage for such employees, **Contractor** shall indemnify State of Washington. Indemnity shall include all fines, payment of benefits to **Contractor** or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to State of Washington by **Contractor** pursuant to the indemnity agreement may be deducted from any payments owed by State of Washington to **Contractor** for performance of this **Agreement**.

Exhibit L - Master Cooperative Agreement Parties

UNITED STATES DEPARTMENT OF INTERIOR

BUREAU OF LAND MANAGEMENT
Oregon and Washington
DUNS No. 798067393

NATIONAL PARK SERVICE
PACIFIC WEST REGION
Duns No. 092773134

BUREAU OF INDIAN AFFAIRS
NORTHWEST REGION
DUNS No. 076425305

UNITED STATES FISH AND WILDLIFE SERVICE
PACIFIC REGION
DUNS No. 129285792

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC NORTHEAST AND NORTHERN REGIONS
DUNS No. 929332484

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DUNS No. 808883474

STATE OF OREGON
DEPARTMENT OF FORESTRY
DUNS No. 118959662

COOS FOREST PROTECTIVE ASSOCIATION
DUNS No. 084417666

DOUGLAS FOREST PROTECTIVE ASSOCIATION
DUNS No. 076423482

WALKER RANGE FOREST PROTECTIVE ASSOCIATION
DUNS No. 624858064

Exhibit M - Sample Forms

NOTIFICATION OF PACK TEST

Company Name: _____

Number of Students: _____

Date(s) Planned: _____ Time (Start to End): _____

Location: _____

Street Address: _____

City/State: _____

Administrator's Name: _____

Administrator's Phone No.: _____

FAX or mail to:

Oregon Department of Forestry

Protection Contract Services Unit

2600 State St.

Salem, OR 97310

Phone: 503-945-7422

FAX: 503-945-7494

EMPLOYEE TRAINING AND QUALIFICATION SUMMARY FORM

Header Information			
First Name		Unique Employee Number	
Last Name		Date of Birth (MM/DD/YY)	
Middle Initial			

Incident Qualification Card Certifications				
Fully Qualified Jobs			***Trainee** Jobs*	
Activity Code	Position Code		Activity Code	Position Code

ACTIVITY CODE = **WF** for wildland fire or **RX** for prescribed fire
POSITION CODE = Four digit code for the job performed (ex.: **FFT2** = Firefighter Type 2)

Employee Training Entry				
Course Code	Date Completed (MM/YY)		Course Code	Date Completed (MM/YY)

Task Books			
Job Code	**Initiated Date**	**Certified Date**	**Certified By**

EMPLOYEE WILDLAND FIRE EXPERIENCE

Job Code	Activity Code (WF or I)	Incident Date (MM/DD/YY)	Agency	State	Operational Periods (Shifts)	Management Type or Complexity Level (See Below)	Fuel Type (See Below)	Fire Size (See Below)	Incident Name

ICS Management Types	Complexity Levels	Fuel Type (select primary carrier)	Fire Sizes (in acres)
TYPE A - national area command team assigned **TYPE 1** - national type 1 team assigned **TYPE 2** - regional type 2 team assigned **TYPE 3** - extended attack with multiple resources **TYPE 4** - initial attack **TYPE 5** - initial attack with very few resources	**LEVEL 1** **LEVEL 2** **LEVEL 3**	**1** - grass **2** - shrub **3** - timber **4** - slash	**A** .1 - .25 **B** .26 - 9.9 **C** 10 - 99.9 **D** 100 - 299.9 **E** 300 - 999.9 **F** 1,000 - 4,999.9 **G** 5,000 +

EMPLOYEE SIGNATURE (optional)			
COMPANY OWNER SIGNATURE (required)		**DATE**	

HAND CREW MANIFEST FORM

ORDERING UNIT	INCIDENT NAME	INCIDENT NUMBER	RESOURCE NUMBER **C-**

CONTRACTOR	IFCA NUMBER	DESIGNATED DISPATCH LOCATION
CONTRACTOR REPRESENTATIVE	CONTACT PHONE:	REPORT TO:

DEPARTURE			INTERMEDIATE STOPS	DESTINATION		
PLACE	ETD	ETA	PLACE	PLACE	ETD	ETA

EMPLOYEE NAME	M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER	EXPERIENCE AND LSA (Blue-Red-Yellow)
1						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

DRIVER AND VEHICLE INFORMATION

Driver Name	Identification Number	MSPA Exp. Date	Vehicle Make/Model	Vehicle License No.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE/ (PRINT)	DATE

CREW PERFORMANCE RATING (instructions on back)

1. Crew Name and Designator	2. Incident Name and Number	3. Location of Incident
4. Crew Home Unit and Address	**5. Dates Assigned to Incident**	**6. Number of Operational Periods (Shifts) _____ No. of Shifts Constructing**

7. Evaluation Criteria

Crew Type: (check one) IHC/T1___ T2IA___ T2___Engine ____ Helitack _____ Other____

Agency Crew ____ Contract Crew _____ Contract Number _____

Rating Factors	**Superior**	**Satisfactory**	**Needs Improvement**	**Not Applicable**
LEADERSHIP (CREW OVERHEAD) PERFORMANCE				
Communications (Inter- and Intra-crew)				
Coordination, Supervision, and Finance/Administration				
Risk Management and Decision Making				
Training and Mentoring				
Crew Conduct (Fireline / Camp or Off Fireline)	/	/	/	/
Work and Tasks Completed as Assigned (Quantity and Quality of Work)				
TACTICS				
Safety Practices				
Line Construction / Hotline Construction or Direct Attack	/	/	/	/
Lookouts and Scouting				
Fire Weather and Fire Behavior Observations				
Chainsaw Operations and Felling Trees Operations				
Spot Fire Attack				
Mop Up				
Spot Grid Organization				
Portable Pump and Hose Lay Setup and Operations				
SPECIALIZED OPERATIONS				
Initial Attack Organization				
Firing and Holding Organization				
Wildland Urban Interface (WUI) Operations				
Map, Compass, and GPS Navigation				
Incident Within an Incident				
AVIATION OPERATIONS				
Safe Operations Around Aviation Assets				
Helispot Specifications and Construction				
Directing Aviation Assets and Drops by Radio				
Longline and Sling Load Operations				
Coordination with Aerial Supervision and Air Resources				
MISCELLANEOUS				
Physical Condition				
Other (specify)				
All Hazard Incident (specify incident type and assignment in Remarks				

Remarks (use separate sheet if necessary and attach)

8. Crew Supervisor (*printed name*)	**Crew Supervisor (*signature*)**	☐ **This rating has been discussed**	**Date**
9. Rated by *(printed name)*	**Rated by (*signature*)**		**Date**
Position on Incident	**Home Unit Identifier and Phone Number**		

ICS-224 (9/11) NFES 002718

CREW PERFORMANCE RATING FORM KEY AND INSTRUCTIONS

Rating crew performance is an important task for all fireline supervisors. When completed correctly and thoroughly, the ICS-224 form will provide useful information for determining crew effectiveness and efficiency and for documenting incident performance. The form allows the fireline supervisor to rate crews in four primary areas: Leadership (Crew Overhead) Performance, Tactics, Specialized Operations, and Aviation Operations. Other factors can be rated in the Miscellaneous category. Below is a key for filling out the form along with the primary rating factors. Together, they define satisfactory performance by a crew. Ratings of other than satisfactory, either higher or lower, must be explained in the Remarks section. The completed rating will be given to the Planning Section before the rater leaves the incident.

LEADERSHIP (CREW OVERHEAD) PERFORMANCE:

Communications (Inter- and Intra-crew) – Uses radio properly; communicates leader's intent; information transfer is timely.

Coordination, Supervision, and Finance/Administration – Takes charge; motivates crew; coordinates with other crews, DIVS, STLD, and TFLD; is prompt (on time); crew is equipped and ready to work (per contract, mob guide, IIBMH); adheres to operational and business management protocols; provides copy of contract/ROSS order; fills out daily CTRs properly; leads crew to completion of assigned tasks. **Risk Management and Decision Making** – Identifies hazards and communicates to subordinates; identifies safety zones and routes and communicates to crew; decisions are timely; instructions to crew are understood; understands ICS system; positive interactions with others.

Training and Mentoring – Uses CRWB(T) and squad bosses; sets up for success.

Crew Conduct (Fireline / Camp or Off Fireline) – Crew camaraderie and cohesion; interaction with other crews or resources; deals appropriately with conduct issues. Rate both fireline, and camp or off fireline.

Work and Tasks Completed as Assigned (Quantity and Quality of Work) – **Crew** completes work assignments within given timeframes and to the expected standards.

TACTICS:

Safety Practices – Uses LCES; uses PPE properly for all operations; uses proper spacing on line; uses hand tools safely.

Line Construction / Hotline Construction or Direct Attack – Uses proper type of berm and cup trench; production rate meets standard for fuel and crew type; tools and equipment are maintained; hotline and direct attack methods proper for fire behavior and fuel type. Rate both line construction, and hotline construction or direct attack.

Lookouts and Scouting – Lookouts are properly spaced and posted; hazards are identified; crew watches for spot fires and reports them.

Fire Weather and Fire Behavior Observations – Personnel are kept informed; updates are passed along to crew and squads.

Chainsaw Operations and Felling Trees Operations – Personnel qualified; conducts safe cutting/falling operations; maintains equipment.

Spot Fire Attack – Crew structure is adapted to spot fire attack needs; suppresses spot fires quickly and effectively.

Mop Up – Most threatening areas are prioritized; searches for hotspots; uses water properly.

Spot Grid Organization – Sets up grid properly for area and fuel type; conducts thorough searches for hotspots.

Portable Pump and Hose Lay Setup and Operations – Sets up and operates pump properly; checks fuel system; maintains pump; acquires and sets up appropriate hose and hardware; pumps and spacing are adequate for length and terrain; uses water properly.

SPECIALIZED OPERATIONS:

Initial Attack Organization – Follows LCES; sizeup and briefing are adequate.

Firing and Holding Organization – Firing methods and device are appropriate for fuel type; holding crew understands assignment. **Wildland Urban Interface Operations** – Accomplishes assigned WUI tasks safely and effectively; crew is aware of WUI hazards and procedures.

Map, Compass, and GPS Navigation – Crew is able to navigate using tools provided; relays GPS coordinates accurately and timely.

Incident Within an Incident – Medical and injury response; hazardous materials; shelter deployment; burn victim.

AVIATION OPERATIONS:

Safe Operations Around Aviation Assets – Organizational preparedness; takes direction from the Air Attack, Helitack, or Pilot.

Helispot Specifications and Construction – Approach and departure paths are adequate; landing pads are adequate.

Directing Aviation Assets and Drops by Radio – Uses panel markers properly; verbal descriptions identify needs.

Longline and Sling Load Operations – Cargo loads are properly weighed, marked, manifested, and directed following procedures.

Coordination with Aerial Supervision and Air Resources – Uses appropriate air/ground frequencies; properly clears fireline for drops.

MISCELLANEOUS:

Physical Condition – Overall crew fitness allows for completion of assigned tasks; if fitness is an issue, explain in Remarks.

Other (specify) – Complexity of assignment; steep terrain; high winds; equipment issues; business management issues.

All Hazard Incident – If All Hazard Incident, specify incident type and assignment in Remarks.

REMARKS:

Focus on tasks and jobs the crew spent the majority of their time on and/or any issues related to job performance, timeliness, and contract requirements. Cite specific examples that support the performance rating. The rater should take into account the capabilities of the entire crew (not just those of the crew leadership), and the complexity of the assignment (fuel type, terrain, environmental factors, etc.). Any rating of "Needs Improvement" requires explanation and recommendations for correction in Remarks. Issues related to business management must be explained.

RATINGS:

Superior – Performance level is significantly in excess of expectations and is an example for others. Rating must be explained in Remarks.

Satisfactory – Meets all standards, quality of work, timeliness, and production or administrative issues did not affect overall Performance.

Needs Improvement – Crew did not fully meet standards in one or more of the above measures. Outline recommended corrective actions needed. Rating must be explained in Remarks.

INTERAGENCY CREW AGREEMENT INSPECTION FORM

Incident Name/Number: _____

Crew Name: _____ Agreement #: _____ C- _____

Crew Manifest: Yes ☐ No ☐ Number of Employees: _____ Equipment Manifest: Yes ☐ No ☐

Crew Personnel (check each person for the following):

Government Photo ID, and employee Incident Qualification Card (see Exhibit B)

PPE - 8" High Leather Lug Sole Boots, Helmet w/Chinstrap, Leather Gloves, Eye Protection, Head Lamp w/batteries, 1 liter Water Container, Fire Shelter, Flame Resistant Pants/Shirts (2 each)

Section I – Power Saws

	Person Crews		**Pre-Use**	**Release**
	10	20	#	#
Power Saws	2	3		

A – Make/Model _____ Serial # _____

B – Make/Model _____ Serial # _____

C – Make/Model _____ Serial # _____

D – Make/Model _____ Serial # _____

E – Make/Model _____ Serial # _____

Pre-Use	A	B	C	D	E
Visible Parts Not Broken*					
Visible Nuts and Bolts Tight					
Oil in Gear Case and Chain Oiler					
Cutting Bar: Straight, Chain in Good Condition*					
Exhaust System and Spark Arrester*					
Motor: Idles Evenly, Runs Smoothly, Satisfactory Power					
Gas/Oil for First Shift					
Chaps, Extra Chain, Wrench, File, Ear Protection					

Fire Extinguisher for Saws (8 oz. minimum) Yes _____ No _____

*Safety Item – Do not accept until brought into compliance.

Section II – Equipment

Programmable Hand Held Radios

A – Make/Model _____ Serial # _____

B – Make/Model _____ Serial # _____

C – Make/Model _____ Serial # _____

D – Make/Model _____ Serial # _____

E – Make/Model _____ Serial # _____

	Person Crews		**Pre-Use**	**Release**
	10	**20**	#	#
Combi/Reinhardt/Hazel Hoe/McLeod - 3 lb head, 36" handle	4	8		
Pulaski - 3 lb 11 oz - 4 lb 2 oz head, 36" handle	5	10		
Shovel - Size 0 or 1	4	8		
10-person Belt First Aid Kit	1	2		
Programmable Hand Held Radios	3	4		
Radio Programming Cloning Cable, if needed	1	1		

Section III – Vehicles (Hand Crew Manifest may also be used for top part.)

A -	Make, Model		License #	
	Driver Name		License #	
	MSPA Exp. Date			
B -	Make, Model		License #	
	Driver Name		License #	
	MSPA Exp. Date			
C -	Make, Model		License #	
	Driver Name		License #	
	MSPA Exp. Date			
D -	Make, Model		License #	
	Driver Name		License #	
	MSPA Exp. Date			

***If mechanical inspection is done by Ground Support, no need to complete items below.*

	A	B	C	D		A	B	C	D
1. Gauges and Lights*					13. Steering*				
2. Seat Belts*					14. Brakes*				
3. Glass and Mirrors*					15. 4-Wheel Drive: Check gear boxes, leaks				
4. Wipers and Horn*					16. Drive Line U-Joints: Check for looseness				
5. Clutch Pedal: Proper adjustment*					17. Springs and Shocks*				
6. Cooling System: Check radiator and hoses					18. Differential: Check for leaks				
7. Oil Level and Condition: Full and clean					19. Exhaust System*				
8. Battery: Check for corrosion, loose					20. Frame*				
terminals, hold downs					21. Tires and Wheels*				
9. Fuel System*					22. Body and Interior Condition: Describe				
10. Electrical System: Generator and starter working					damage in Remarks section				
11. Engine Running: Check for knocks and leaks					23. Emergency Equipment* - 10-person first aid kit,				
12. Transmission: Check for leaks					fire extinguisher, shovel, pulaski				

*Safety Item – Do not accept until brought into compliance.

Remarks _____

_____

Pre-Use	Pass ☐	Fail ☐	Remedy:	
Date:			Time: In:	Out:
Company Rep Signature:			Title:	
Company Rep Print:			Cell #:	
Inspector (Print):			Title:	

Release			
No Damage/No Claim ☐			
Date:		Time:	
Company Rep.:		Title:	
Inspector (Print):		Title:	

ACORD ™ CERTIFICATE OF LIABILITY INSURANCE

DATE: (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	INSURERS AFFORDING COVERAGE INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		00/00/2003	00/00/2003	EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	
					MED EXP (Any one person)	
					PERSONAL & ADV INJURY	
					GENERAL AGGREGATE	
					PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐ _____				COMBINED SINGLE	$1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per Accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO ☐ _____				AUTO ONLY (Ea Accident)	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATUTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE – EA EMPLOYEE	$
					E.L. DISEASE – POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS but only with respect to the **Contractor**s activities to be performed under this **agreement**: the State of Oregon, the Oregon Board of Forestry, the Oregon Department of Forestry, Coos Forest Protective Association, Douglas Forest Protective Association, Walker Range Protective Association, the State of Washington, the Washington Department of Natural **Resources**, the United States Forest Service (USFS), the National Parks Service (NPS), the Bureau of Land Management (BLM), the Bureau of Indian Affairs (BIA), the United States Fish & Wildlife Service (USF&WS), Washington Association of Fire Chiefs; The Oregon Fire Chiefs Association, **and** their officers, divisions, agents, employees and members.

CERTIFICATE HOLDER	X	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
OREGON DEPARTMENT OF FORESTRY PROTECTION PROGRAM 2600 STATE STREET SALEM OR 97310			**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CETIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.**