



2007
Interagency Firefighting Crew Agreement
Request for Proposal

Oregon Department of Forestry
RFP Number: ODF-1223-07

Exhibits A through EE are attached hereto and are incorporated herein by this reference.

INFORMATION AND DEADLINES

- The Request For Proposal pages of the 2007 Interagency Crew Agreement (Sections C.VI, C.VII and if offered, **OPTIONAL Sections** C.VIII, C.VIX and C.X of this RFP) with the Proposer's original signature, must be submitted and received at the Oregon Department of Forestry, 2600 State Street, Salem Oregon 97310, **NO LATER THAN June 5, 2007 at 4:00 pm PDT to be considered.**
- Each Proposer must submit with its Proposal, by the Proposal Due Date and Time:
 - (i) Insurance certificates for each type of insurance (see Section F); and
 - (ii) Current Contractor licensing for MSPA and BOLI Farm Labor License.
- Proposals received after **4:00 p.m., June 5, 2007** will not be considered for award of an Agreement.
- **Faxed copies of the Proposal will not be accepted.**

ODF reserves the right to request additional clarification from Proposers prior to award of an Agreement. If additional clarification is requested, the Proposer must submit the requested clarification to the Contract Officer. If the Proposer does not deliver the clarification response to the Department of Forestry within five (5) working days of ODF'S request for clarification, the Proposer's Proposal will be rejected for this Agreement period. The following checklist of items must be completed before the Proposal is submitted.

The 2007 Interagency Firefighting Crew Agreement will be in effect until superseded by an extension of the initial term of the Agreement (to cover the 2008 term), or through September 30, 2008. If the initial, 2007 term of the Agreement is extended by any agreed optional extension, the Agreement will be in effect until September 30 of the calendar year that follows the optional annual extension.

The 2007 Interagency Firefighting Crew Agreement will consist of, and shall incorporate by this reference, all elements of this RFP, including all attached Sections and Exhibits, the Proposal submitted by the CONTRACTOR, and each Resource Order Request issued to the CONTRACTOR during the time the Agreement is in effect.

TABLE OF CONTENTS

SECTION A – SUMMARY OF SOLICITATION

SECTION B – PROPOSAL INFORMATION

SECTION C – EVALUATION CRITERIA

 SECTION C.I – RESIDENCY STATEMENT

 SECTION C.II – CERTIFICATION OF COMPLIANCE WITH NONDISCRIMINATION LAWS

 SECTION C.III – CERTIFICATION OF COMPLIANCE WITH TAX LAWS

 SECTION C.IV – RESPONSIBILITY

 SECTION C.V – RECYCLED PRODUCTS

 SECTION C.VI – SIGNATURE OF PROPOSER'S REPRESENTATIVE

 SECTION C.VII – RFP PRICING FOR CREW

 SECTION C.VIII – RFP PRICING FOR STCR

 SECTION C.IX – AGREEMENT AWARD VALIDATION

SECTION D – IFCA SPECIFICATIONS (MANDATORY REQUIREMENTS)

SECTION E – *CONTRACT TERMS AND CONDITIONS located in Exhibit K for the Oregon Department of Forestry, Exhibit M for the Washington Department of Natural Resources and Exhibit O for Federal Acquisition Regulation (FAR) Clauses]*

SECTION F – INSURANCE REQUIREMENTS

SECTION G – AGREEMENT EXTENSIONS

List of Exhibits

- Exhibit A – Definitions
- Exhibit B – Position Qualifications Requirements
- Exhibit C – Position Task Book Administration
- Exhibit D – Notification of Pack Test form
- Exhibit E – Training Records Format
- Exhibit F – Wildland Firefighting Training Providers
- Exhibit G – English Speaking/Reading Requirement Evaluation Process
- Exhibit H – Harassment-Free Workplace Policy
- Exhibit I – Incident Identification/Qualification Card
- Exhibit J – US DOL Wage Determination
- Exhibit K – Standard Terms and Conditions (Oregon)
- Exhibit L – Compensation for Oregon
- Exhibit M – Standard Terms and Conditions (Washington)
- Exhibit N – Compensation for Washington
- Exhibit O – Standard Terms and Conditions (Federal)
- Exhibit P – Compensation for Federal
- Exhibit Q – Payment Centers
- Exhibit R – Notice of Assignment
- Exhibit S – Suspend and Resume Order
- Exhibit T – Handcrew Manifest Form
- Exhibit U – ROSS
- Exhibit V – Incident Crew Performance Rating Form ICS 224
- Exhibit W – Crew Air Transportation
- Exhibit X – Interagency Crew Agreement Inspection Form
- Exhibit Y – Example of Electronic Company Manifest
- Exhibit Z – Master Cooperative Agreement
- Exhibit AA – Agreement Award Summary sheet
- Exhibit BB – Dispatching Contract Resources
- Exhibit CC – Example of a Crew Assembly for Inspection
- Exhibit DD – Example of Accord Insurance Certificate
- Exhibit EE -- Job Hazard Analysis – Work Capacity Test

SECTION A - SUMMARY OF SOLICITATION

This Section A describes the scope of the procurement, the evaluation criteria, and the method of award.

A.1 DESCRIPTION

A.1.1 PURPOSE

A.1.1.1 This Request for Proposal (RFP) asks the PROPOSER to make a binding offer to the Oregon Department of Forestry (“ODF”). ODF intends to award Agreements on behalf of itself and those state and federal agencies and Fire Protective Associations identified in the Master Cooperative Fire Protection Agreement (MCFPA), (see definitions, and exhibit “Z”) (“GOVERNMENT”).

The PROPOSER must make available to GOVERNMENT one or more twenty (20)-person National Wildfire Coordination Group (NWCG) Type II wildfire firefighting Crews for initial attack, suppression, mop-up, and severity assignments within the states of Oregon and Washington and elsewhere.

In addition, this RFP contains **OPTIONAL** line items in which the PROPOSER may offer strike teams, strike team leaders (See Section D.1.5) and 10-person initial attack Crews (See Section D.1.6).

A.1.1.2 ODF intends to award Agreements to CONTRACTORS with Designated Dispatch Locations (DDL) in Washington and Oregon for Crew resources and strike teams under this RFP. ODF intends to award Agreements for a maximum of two hundred (200) Crews based on the Best Value evaluation of the PROPOSERS’ Proposals.

Each PROPOSER must list in its Proposal the city and physical address of each DDL (example: 2600 State Street, Salem, OR 97310) within the states of Washington and Oregon from which the PROPOSER’S Crew(s) will be dispatched. (See Section D.3.1.2).]

GOVERNMENT will order Crews from CONTRACTORS as needed for the purposes stated in this RFP by following the dispatch method described in Exhibit BB, (see Section D.3.2).

A.1.1.3 By submitting a Proposal, the PROPOSER agrees to provide all Services, supervision, equipment, supplies, transportation and trained personnel necessary to meet the requirements and specifications described in the Agreement that may be awarded under this RFP.

A.1.1.4 If ODF makes an award of an Agreement to the PROPOSER on the basis of the PROPOSER’S Proposal, ODF will designate the PROPOSER as an approved CONTRACTOR for wildfire firefighting purposes during the term of the Agreement and will provide GOVERNMENT access to the PROPOSER’S Services under the Agreement.

A.1.1.5 Certain capitalized terms used in this RFP and the Agreement are defined in Exhibit A, attached and incorporated by this reference, or are defined in the text.

A.1.1.6 GOVERNMENT will initiate all requests for Services under the Agreement.

A.1.2 WORK ENVIRONMENT

A.1.2.1 The work required by the Agreement will be performed in a forest and rangeland environment in steep terrain where surfaces may be extremely uneven, rocky or covered with thick, tangled vegetation. Temperatures are frequently extreme, either from the weather or from the fire. Smoke and dust conditions are frequently severe. The hazardous nature of the work requires that protective clothing be worn. If awarded an Agreement, the PROPOSER must comply with, and must require its employees to comply with, Sections D.6.1 through D.6.17, "Protective Clothing and Equipment."

A.1.2.2 The work required by the Agreement requires strenuous physical exertion for extended periods of time, including walking, climbing, chopping, throwing, lifting, pulling, and frequently carrying objects weighing fifty (50) pounds or more. The PROPOSER'S Crews must be able to meet the physical requirements necessary to perform the work under the Agreement.

A.1.3 RESERVATION OF RIGHTS

A.1.3.1 The Agreement is not a guarantee of work. Nothing in the Agreement shall preclude GOVERNMENT from utilizing any GOVERNMENT resources or cooperators prior to or instead of engaging the Services of the CONTRACTOR.

A.1.3.2 The initial term of the Agreements awarded will be for approximately one (1) year with the possibility of two (2) annual extensions (See Section G).

A.1.3.3 Every Agreement awarded under this RFP shall consist of, and shall incorporate by this reference, all elements of this RFP, including all attached Sections and Exhibits, the Proposal submitted by the CONTRACTOR, and each Resource Order Request issued to the CONTRACTOR during the time the Agreement is in effect.

A.2 SUMMARY OF PROPOSAL ELEMENTS

A.2.1 EVALUATION CRITERIA FOR 20-PERSON CREWS

A.2.1.1 Proposals will be evaluated based on the criteria listed below. Each 20-person Crew at each DDL will be evaluated according to technical capability and price criteria on that Crew's own merits, independently of Crews at other DDLs. Evaluation scoring for all Crew locations offered by the PROPOSER will then be averaged to establish an overall ranking for the PROPOSER. Past Performance and Safety/Training criteria will be evaluated based on the PROPOSER'S overall business entity. The scores that the PROPOSER earns in those categories will be added to the total criteria scoring.

A.2.1.2 **All** STCR, CRWB, ICT5 and FFT1 qualified firefighters shall be identified on the company manifest submitted and have their training record review completed prior to the Proposal Due Date as specified in Section B.2.1 (a). Completion of LSA certification (see D.5.6) will not be required at the Proposal Due Date, but will be required before ODF can award an Agreement. All supervisor positions, STCR CRWB, ICT5 and FFT1 offered on company manifests at the Proposal Due Date and Time will have to be LSA certified before they can be utilized or represented in supervisor positions by a CONTRACTOR after award date. **NOTE:** LSA certification must be completed no later than July 15, 2007 and June 1st of any annual extension.

A.2.1.3 **PROPOSERS MUST SUBMIT** a Proposal (See Section C.VII) that offers at least one 20-person Crew.

A.2.1.4 PROPOSERS **MUST SUBMIT**, in their Proposals, a **Pricing** offer not to exceed \$45 for the initial 2007 term of the Agreement and a **Pricing** offer for each of the two Extension Terms (the 2008 Extension Term and the 2009 Extension Term).

A.2.2 EVALUATION CRITERIA FOR OPTIONAL STRIKE TEAMS

PROPOSERS may submit an optional Proposal (Section C.VIII) for one or more strike teams. Strike teams will be ranked according to the evaluation score and ranking of each 20-person Crew submitted by the PROPOSER under Section A.2.1. STCR qualified firefighters must be identified on the company manifest submitted and have training record review completed prior to the Proposal Due Date as required in Section B.2.1 (a).

A.2.3 EVALUATION CRITERIA FOR OPTIONAL STRIKE TEAM LEADER

PROPOSERS may submit an optional Proposal (Section C.IX) for one or more strike team leaders (STCR). STCR qualified firefighters must be identified on the company manifest submitted and have training record review completed prior to the Proposal Due Date as required in Section B.2.1 (a) of this RFP.

A.2.4 EVALUATION CRITERIA FOR OPTIONAL 10-PERSON INITIAL ATTACK CREW

PROPOSERS may submit an optional Proposal (Section C.X) for one or more 10-person Initial Attack Crews. Initial Attack Crews will be ranked according to the evaluation score and ranking of each 20-person Crew submitted by the PROPOSER under Section A.2.1. All supervisory positions (CRWB, FFT1 and ICT5) qualified firefighters must be identified on the company manifest submitted and have training record review completed prior to the Proposal Due Date as required in Section B.2.1 (a) of this RFP.

A.3 SUMMARY OF EVALUATION CRITERIA. Final selection will be made after screening, formal interview (if requested by ODF), and evaluation based on the following criteria and points awarded:

Evaluation Criteria	Maximum Points Awarded
Past performance (Information will also be used for Experience element).	80
Technical Capability	80
Safety	10
Training.	10
Price - \$26-\$45 dollar per point. See Section C, Paragraph 5 of the "EVALUATION CRITERIA" of this RFP. ODF will deduct one point for each dollar per person-hour proposed in excess of \$26.00 per hour.	20
Total Scoring Points	200

GOVERNMENT evaluators will review each responsive Proposal submitted in response to this RFP. Each evaluator will score each Proposal in accordance with the evaluation criteria specified above. The maximum number of points allowable for each Proposal is 200. In selecting the successful PROPOSER, scores of each evaluator for each Proposal will be totaled, and divided by three. Proposals will be ranked based on the total number of points received. The PROPOSERS with the highest total scores will be selected as the successful CONTRACTORS. ODF intends to award Agreements for a maximum of two hundred (200) Crews based on the Best Value criteria evaluation of the Proposals it receives.

A.3.1 METHOD OF AWARD:

Based on the evaluation of total points for all criteria, each responsive PROPOSER will receive a Best Value ranking for award of 20-person Crew(s).

ODF intends to award strike teams to a PROPOSER who offers one or more optional strike teams at a reasonable rate and who has two (2) awarded Crews and one (1) strike team leader (total forty-one persons) at the same dispatch location. ODF reserves the right to determine whether the PROPOSER'S rate is reasonable. Only Crews awarded to the PROPOSER will be considered for the PROPOSER'S strike teams. The PROPOSER must identify, in the PROPOSER'S description of its Technical Capability submitted in response to Section C, Evaluation Criteria, Technical Capability (Section (2)(a), "Crew Supervision," of this RFP), the STCR leader's mobilization point, which must be within two (2) hours of the Strike Team's DDL.

The price of a strike team will be the total combined cost of the PROPOSER'S two Crews and the strike team leader for each strike team. Awarded strike teams will be ranked by Best Value Crew PROPOSER ranking.

A PROPOSER may offer an optional strike team leader if the PROPOSER offers two (2) or more 20-person Crews. ODF may award a price for a strike team leader to a PROPOSER who offers a strike team leader at a reasonable rate in Section C.IX of this RFP.

ODF may award an Initial Attack Type 2 Crew to a PROPOSER who offers, at a reasonable rate, a 10-person Initial Attack Crew that will be dispatched from one of the PROPOSER'S awarded Dispatch Locations. ODF reserves the right to determine whether the PROPOSER'S rate is reasonable. Only firefighters listed on the PROPOSER'S company manifest will be considered for the PROPOSER'S Initial Attack Crews. Initial Attack Crews will be compensated at their Agreement-awarded price (Section C.X). Awarded Initial Attack Crew(s) will be ranked by Best Value Crew PROPOSER ranking.

Proposal Time Line

Issue Date	May 8, 2007
Protest of Specification- Questions and Clarification Deadline	May 22, 2007 Noon
Solicitation closing Date (Proposal Due Date and Time)	June 5, 2007 4:00 P.M.
RFP Opening and Evaluation Period	June 6, 2007- June 22, 2007
Intent to Award Protest of Award Deadline	June 25, 2007 June 29, 2007
All PT & Ref training for FFT1, OCT5, CRWB & STCR due	Prior to Agreement Award
All PT & Ref training for FFT2 due	Prior to Agreement Award
Complete Company Manifest Due	Proposal Due Date
Award of RFP	July 2, 2007

Dates are subject to change.

SECTION B – GENERAL PROPOSAL INFORMATION

B.1 GENERAL DEFINITIONS

B.1.1 "Addendum" means an addition to, deletion from, material change in, or clarification of, this RFP. Each Addendum will be labeled as an Addendum and will be made available to all interested PROPOSERS in accordance with OAR 125-247-0430

B.1.2 "Agreement" means a price agreement awarded to a PROPOSER, which does not guarantee a minimum or maximum purchase of Services. "Agreement" consists of the entire agreement between the CONTRACTOR and ODF, and is comprised of this RFP, PROPOSER'S Proposal, and each Resource Order Request issued to the CONTRACTOR.

B.1.3 "Contractor" means the entity that is a party to an Agreement awarded under this RFP for the provision of Services under the terms and conditions of the Agreement.

B.1.4 "Goods" means those items, including all installed components and accessories, if any, supplied under the Agreement, that are incidental to the provision of Services.

B.1.5 "ODF" means the Oregon Department of Forestry.

B.1.6 "Opening" means the time for the Opening of Proposals described in Section B.11 of this RFP.

B.1.7 "Proposal" means a PROPOSER'S written offer submitted in response to this RFP, including all necessary attachments.

B.1.8 "Proposal Due Date and Time" means the date and time set in this RFP for Proposal submission, after which a PROPOSER may not submit, modify, or withdraw a Proposal.

B.1.9 "PROPOSER" means an entity that submits a Proposal in response to this RFP.

B.1.10 "PCSU" means the ODF Protection Contract Services Unit.

B.1.11 "Request for Proposals" or "RFP" means this entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

B.1.12 "Resource Order Request" refers to Government Form ICS 259-3, which states the type of resource, delivery quantity, date, and time, and identifies the CONTRACTOR and the government agency (or agencies) that orders and receives the Services.

B.1.13 "Services" means all fire suppression activity or other services ordered or provided under the Agreement.

B.1.14 "State" means the State of Oregon and its boards, commissions, departments, institutions, branches, and agencies.

B.2 GENERAL INFORMATION

B.2.1 PROPOSAL SUBMITTAL ADDRESS AND CLOSING. ODF will receive sealed Proposals until 4:00 PM (Pacific Daylight Time) on the Proposal Due Date specified in this RFP (unless the Proposal Due Date and Time are amended by an Addendum). Proposals hand delivered to the Oregon Department of Forestry must be directed to the following address Monday through Friday and must be received prior to the Proposal Due Date and Time:

Oregon Dept of Forestry
Attention: Procurement Unit
2600 State Street
Building "D"
Salem, Or 97310

TRAINING RECORD REVIEW

B.2.1(a) - All Incident Qualification Records (training records, experience records, current physical fitness (WCFT) verification, and Position Task Books (PTB's)) for all Strike Team Leader - Crew (STCR), Single Resource Boss - Crew (CRWB), Incident Commander Type 5 (ICT5), and Advanced Firefighter/Squad Boss (FFT1) Positions offered for Best Value solicitation and award must be reviewed by ODF before the Proposal Due Date and Time. Each PROPOSER must submit, to the ODF Protection Contract Services Unit, a company manifest form (see Exhibit Y) that lists all Crew Members in the following positions: STCR, CRWB, ICT5 and FFT1. (Note: A minimum of one (1) CRWB and three (3) FFT1 qualified employees are required for each 20-person Crew offered. FFT1 qualified employees must also be ICT5 qualified if Initial Attack Crews are offered.) ODF will compare the company manifest of STCR, CRWB, FFT1 and ICT5 positions that is submitted with the Proposal at the Proposal Due Date and Time with the manifest data previously submitted **as required in this section**. ODF reserves the right to inspect qualification records for any proposed position change or loss of currency or records inspected during or since the 2005 season. A PROPOSER must not use any STCR, CRWB, ICT5 or FFT1 whose training records, experience records, or PTBs were not inspected and verified by a Firefighting Contractor Association. (Refer to Section D).

Record review for STCR, CRWB, ICT5 and FFT1 positions not previously inspected must be scheduled in advance with the PCSU Compliance Specialist, **and must be completed no later than June 1, 2007**. Supervisors (STCR, CRWB, ICT5, FFT1) accepted must have refresher training and pack testing completed prior to the Agreement Award Date. (Additional STCR, CRWB, ICT5 and FFT1 positions will not be considered for award, but can be added to a CONTRACTOR'S company manifest per specification requirements). A PROPOSER must submit Incident Qualification Records for STCR, CRWB, ICT5, and FFT1 positions in the format required in Exhibit E. Records not formatted in the format required in Exhibit E at the time scheduled for review of the PROPOSER'S training records will be considered non-compliant. However, if at the time scheduled for review, sufficient time is available before the Proposal Due Date, as determined in ODF'S sole discretion, ODF may allow the PROPOSER an opportunity to organize the records as specified in Exhibit E. It is the PROPOSER'S responsibility to ensure that its records are organized in accordance with Exhibit E and inspected by ODF before the Proposal Due Date.

B.2.1(b) PROPOSAL ACCEPTANCE. No award will be made until ODF has received and approved all proofs of insurance and licensing, and all training records, experience records and PTBs for STCR, CRWB, ICT5 and FFT1 positions.

B.2.1(c) A PROPOSER must be registered in the Central Contractor Registration (CCR) system, as a condition of award, within 21 calendar days following the Proposal Due Date, or its Proposal will be rejected. PROPOSER registration in the CCR system will be confirmed by ODF. The CCR system may be accessed at <http://www.ccr.gov>.

B.2.2 SINGLE POINT OF CONTACT. There will be only one point of contact during the procurement process. This includes requests for change, clarification, and protests; the award process; or any other questions that may arise with the exception of training (for training questions, contact Steven Johnson at 503-945-7422) and manifest requirements (see Section D.5.5.3). The contact point for this RFP is Richard Arnaz, who can be contacted at 503-945-7254, via fax at (503) 945-7314, or via e-mail to Richard.Arnaz@state.or.us. PROPOSERS must place their calls to GOVERNMENT phones only, not to a personal residence. After Agreement Award Date CONTRACTORS may direct contract administration questions to the ODF Protection Contract Services Unit Contracting Officer, Don Moritz at 503-945-7491.

B.2.3 ORPIN SYSTEM

B.2.3(a) RFPs: RFPs, including all Addenda and most attachments, are posted on the Oregon Procurement Information Network ("ORPIN").

B.2.3(b) ATTACHMENTS: Some exhibits and attachments may not be available on ORPIN. These must be requested separately from ODF where so specified in this RFP. See Section B.2.2 "SINGLE POINT OF CONTACT."

B.2.3(c) ADDENDA: Addenda can be downloaded from the Addenda Menu on ORPIN. PROPOSERS must consult ORPIN regularly until Proposal Due Date and Time to ensure that they have not missed any Addenda announcements. **By submitting a Proposal, each PROPOSER thereby expressly waives any claim it may have that may arise out of or relate to the PROPOSER'S failure or inability to access or obtain Addenda announcements from ORPIN.**

B.2.3(d) PLAN HOLDER'S LIST: IN ORDER TO APPEAR ON THE PROPOSAL PLAN HOLDERS LIST, PROPOSERS MUST BE ENTERED ON ORPIN. PROPOSERS can enter their vendor information via the internet at:

<http://orpin.oregon.gov>

PROPOSERS ARE RESPONSIBLE FOR ENSURING THAT THEIR VENDOR INFORMATION ON ORPIN IS CURRENT AND CORRECT. ODF is not responsible for incorrect or incomplete vendor information shown on ORPIN.

B.2.4 PROPOSERS **NOTE**: SECTION C, "EVALUATION CRITERIA", AND SECTIONS C.I THROUGH C.X CONTAIN INFORMATION THAT REQUIRES RESPONSES OR SIGNATURE CERTIFICATION FROM THE PROPOSER.

B.2.5 TRADE SECRETS. Any information a PROPOSER submits in response to this RFP that the PROPOSERS considers to be confidential proprietary information or a trade secret under Oregon Revised Statutes (ORS) 192.501(2) that the PROPOSER wishes to protect from public disclosure must be clearly labeled with the following:

"This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Price information submitted in response to an RFP is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by a PROPOSER that is already in the public domain is not protected. The State shall not be liable for disclosure or release of any information to the extent that it reasonably believes it is authorized or required by law or court order to do so. The State's belief as to its legal obligations under the Oregon Public Records Act shall be deemed reasonable if based on the position or advice of the Oregon Department of Justice. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

B.3 PROPOSAL FORMAT

B.3.1 IN WRITING. PROPOSERS must prepare their Proposals and pricing information by typewriter or in ink in English. ODF will not accept oral, telegraphic, telephone, e-mail or facsimile Proposals.

The explanations that PROPOSERS must submit to show how well they meet the four non-price evaluation factors must be limited to four (4) pages for each of the four factors. The explanation pages must be typed in number ten (10) business style font with one (1) inch margins top and bottom, single spaced on standard 8.5 X 11 paper. The four evaluation criteria the PROPOSERS must address in these explanations are:

- (1) Past Performance - 4 Pages Maximum
- (2) Technical Capability - 4 Pages Maximum
- (3) Safety - 4 Pages Maximum
- (4) Training - 4 Pages Maximum

See Section C of this RFP for an explanation of the four non-price Evaluation Criteria.

B.3.2 FORMS TO BE USED. Each **PROPOSER must** submit the required information on the forms contained in this RFP. Any information a PROPOSER submits that is not required to be included on the forms contained in this RFP must be formatted in the order called for in this RFP.

B.4 PROPOSAL CONTENTS

B.4.1 TABLE OF CONTENTS. Your Proposal must contain a table of contents with the following sections, and be fully paginated with tabs corresponding to each section.

Response to Mandatory Requirements

Response to Best Value Criteria

Cover Page

Table of Contents

Checklist

Addendum requiring signature

Section C.I - **filled out** - does not require signature

Section C.II - does not require signature

Section C.III - does not require signature

Section C.IV – does not require signature

Section C.V - does not require signature

Section C.VI - **filled out and signed**

Section C.VII - Pricing page for 20-person type 2 crew(s) - **filled out and signed, including Pricing for the initial term and Pricing for the 2008 and 2009 Extension Terms.**

Section C.VIII - Pricing page for **optional** strike team – **filled out and signed** – Only if you are offering a strike team leader and 2 – 20-person crews at same DDL. Include Pricing for the initial term and Pricing for the 2008 and 2009 Extension Terms.

Section C.IX – Pricing page for **optional** Strike Team Leader – **filled out and signed** - Only if you are offering a strike team leader. Include Pricing for the initial term and Pricing for the 2008 and 2009 Extension Terms.

Section C.X – Pricing page for **optional** 10-person Type 2 Initial Attack Crew - **filled out and signed** - Only if you are offering an initial attack crew. Include Pricing for the initial term and Pricing for the 2008 and 2009 Extension Terms.

Certificate of Insurance

BOLI License

MSPA License

Designated Dispatch Location (DDL) Information

Land Use Permits and/or License or exemption letter for

Letters from Land owner

Response to Performance Evaluation Criteria

Response to Technical Capability Evaluation Criteria

Response to Safety Evaluation Criteria

Response to Training Evaluation Criteria.

B.4.2 SIGNATURE REQUIRED; PROPOSER AFFIRMATIONS. Each Proposal must be signed in ink (see Section B.3.1) by an authorized representative of the PROPOSER. The PROPOSER'S signature and submission of a signed Proposal in response to this RFP constitutes the PROPOSER'S affirmation that:

B.4.2(a) The PROPOSER has completely read and understands all the provisions of this RFP.

B.4.2(b) The Proposal submitted is in response to the specific language contained in this RFP, and the PROPOSER has made no assumptions based on either (a) verbal or written statements not contained in this RFP, or (b) any previously-issued RFP.

B.4.2(c) The Proposal was prepared independently from all other PROPOSERS, and without collusion, fraud, or other dishonesty.

B.4.2(d) The State shall not be liable for any claims or be subject to any defenses asserted by the PROPOSER based on, resulting from, or related to, the PROPOSER'S failure to comprehend all requirements of this RFP.

B.4.2(e) The State shall not be liable for any expenses incurred by the PROPOSER in either preparing or submitting its Proposal, or in participating in the Proposal evaluation or Agreement negotiation process.

B.4.2(f) The PROPOSER accepts and agrees to be bound by the terms and conditions of this RFP and any proposed terms and conditions it offers for negotiation to the extent accepted by ODF in the negotiation process. The PROPOSER further accepts and agrees to be bound by all the terms and conditions of the Agreement awarded, and to provide all Services and Goods, if any, required to be provided under the resulting Agreement.

B.4.3 JOINT VENTURES/PARTNERSHIP INFORMATION. Partnerships and joint ventures must supply, with Proposal submission, the name of the contact person for the partnership or joint venture. Before award, joint ventures and partnerships submitting Proposals must provide a copy of the joint venture agreement or agreement evidencing authority to submit a Proposal and to enter into the Agreement, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Agreement. All partners and joint venturers will be required to sign the Agreement awarded. A partnership or corporation must be formed prior to submission of the Proposal in order to offer a strike team.

B.4.4 NECESSARY INFORMATION/ATTACHMENTS. The PROPOSER must ensure that its Proposal is complete in all respects, including necessary signatures, certifications, documentation, responses on pricing and reference forms, and any other information required by this RFP. All necessary attachments, including residency statement, references, descriptive check list, and the PROPOSER'S descriptions of how the PROPOSER meets each of the four non-price Evaluation Criteria (see Section C of this RFP on the Evaluation Criteria) must be submitted with the Proposal in the required format.

B.4.5 SUBSTANTIAL COMPLIANCE REQUIRED. Incomplete Proposals (not in substantial compliance with RFP requirements) will not be considered, and may not be supplemented by submissions delivered after the Proposal Due Date and Time. ODF may, in its sole discretion, waive minor informalities and irregularities, and seek clarification of any response that it deems necessary or advisable.

B.5 METHODS OF SEEKING MODIFICATIONS TO RFP PROVISIONS

B.5.1 PROCEDURE. **PROPOSERS must seek** modifications to provisions of this RFP through: (a) requests for clarification; (b) formal submittal of requests for changes to contract terms or specifications; and (c) formal submittal of protests of contract terms or specifications. Any Proposal that takes exception to the specifications or contract terms of this RFP may be deemed non-responsive and may be rejected.

B.5.2 REQUEST FOR CLARIFICATION. Any PROPOSER requiring clarification of any provision of this RFP may make a request for clarification in writing, to the contact point listed in Section B.2.2, "SINGLE POINT OF CONTACT." To be considered, the request for clarification must be received by ODF by the deadline stated in Section B.5.5.

B.5.3 REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS. Any PROPOSER may submit a request for changes to contract terms or specifications, in writing, to the contact point listed in Section B.2.2, "SINGLE POINT OF CONTACT." To be considered, the request for changes must be received by ODF by the deadline specified in Section B.5.5. The request must include the reason for requested changes, supported by factual documentation, and any proposed changes.

B.5.4 PROTEST OF CONTRACT TERMS OR SPECIFICATIONS. Any PROPOSER who believes that the procurement process is contrary to law or that this RFP is unnecessarily restrictive, legally flawed, or improperly specifies a brand name, (as defined in ORS 279B.405(1)) may submit a protest, in writing, to the contact point listed in Section B.2.2, "SINGLE POINT OF CONTACT." To be considered, the protest must be received by ODF by the deadline specified in Section B.5.5. The protest must include the information required by ORS 279B.405(4)^[1] and a statement of the desired changes to the procurement process or this RFP, or both, that the PROPOSER believes will remedy the conditions on which the protest is based.

^[1] The four items required by ORS 279B.405(4) are:

- (1) Information that identifies this RFP as the subject of the protest.
- (2) The reasons that show how the procurement process is contrary to law, how the RFP is unnecessarily restrictive, how the RFP is legally flawed, or how the RFP improperly specifies a brand name.
- (3) Evidence or supporting documentation that supports the reasons given under (2), above.
- (4) A description of the change or adjustment that will fix the problem.

B.5.5 METHOD OF SUBMITTING PROTESTS, REQUESTS FOR CLARIFICATION AND REQUESTS FOR CHANGE TO CONTRACT TERMS OR SPECIFICATIONS.

Envelopes containing protests, requests for clarification and requests for change must be mailed or hand delivered to the following address prior to the deadline date and time. To ensure proper identification and handling, all packages and envelopes must be clearly marked as follows:

Request for Clarification /Request for Change/Protest
RFP Number
Proposal Due Date

Oregon Dept of Forestry
Attention: Procurement Unit
2600 State Street
Building "D"
Salem, OR 97310

All protests, requests for clarification and requests for change must be received by ODF by May 22, 2007 4:00 p.m. (Pacific Daylight time). Unless this deadline is extended by subsequent Addenda, no requests for clarification, requests for change, or protests of provisions contained in the originally-issued RFP will be considered after the date specified in this paragraph.

B.5.6 RESPONSE TO REQUESTS FOR CLARIFICATION OR CHANGE, AND PROTESTS. ODF will respond promptly to each properly-submitted written request for clarification, request for change, and protest. Where appropriate, ODF will issue revisions and clarify RFP provisions via Addenda posted on ORPIN. ODF may also informally respond to PROPOSERS' questions. HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THIS RFP. SPECIFICATIONS, CONTRACT TERMS, AND PROCUREMENT REQUIREMENTS OF THIS RFP CAN BE CHANGED ONLY BY FORMAL ADDENDA ISSUED BY ODF AND POSTED ON ORPIN.

B.6 PROTEST OF ADDENDA. Requests for clarification, requests for change, and protests of Addenda provisions must be received by ODF by 4:00 P.M. (Pacific Daylight time) on the date specified in the Addendum, or they will not be considered. ODF will not consider requests or protests of matters not added or modified by the Addendum. The addenda protests shall include the information specified in ORS 279B.405(4) and a statement of the desired changes to the procurement process or the RFP, or both, that the PROPOSER believes will remedy the conditions on which the protest is based.

B.7 PROPOSAL MODIFICATION. Alterations and erasures made before Proposal submission must each be individually initialed in ink by the person signing the Proposal. Proposals, once submitted, may be modified in writing before the Proposal Due Date and Time. Modifications made after Proposal submission must be prepared on the PROPOSER'S company letterhead, signed by an authorized representative of the PROPOSER, and state that the modifications supersede or modify the identified portions of the prior Proposal. Failure to comply with the requirements of this paragraph will result in Proposal rejection.

B.7.1 Proposal modifications must be submitted in a sealed envelope that is mailed or hand delivered (Monday through Friday) to the following address and must be received prior to the Proposal Due Date and Time. To ensure proper identification and handling, all packages and envelopes must be clearly marked as follows:

Proposal Modification
RFP Number
Proposal Due Date

Oregon Dept of Forestry
Attention: Procurement Unit
2600 State Street
Building "D"
Salem, OR 97310

B.7.2 PROPOSERS may not modify Proposals after the Proposal Due Date and Time.

B.8 PROPOSAL SUBMISSION

B.8.1 NUMBER OF COPIES; SIGNATURES REQUIRED. PROPOSERS must submit One (1) complete signed Proposal as specified in **SECTION C - GENERAL PROPOSAL INFORMATION** and three (3) copies of the responses to the four non-price Evaluation Criteria, including all additional information/documentation submitted as specified in **SECTION C- EVALUATION CRITERIA (b) Technical Proposal Instructions.**

THE PROPOSAL MUST BEAR AN ORIGINAL SIGNATURE ON THE SIGNATURE PAGE IN SECTION C.VI OF THIS RFP. **FAILURE TO SUBMIT A PROPOSAL BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE PROPOSAL.** Failure to submit the proper number of copies will result in imposition of an administrative fee, which must be paid before ODF will evaluate the Proposal.

B.8.2 SEALED ENVELOPE; ADDRESS AND COVER INFORMATION

B.8.2(a) PROPOSALS. Proposals must be submitted in sealed packages or envelopes. **UNSEALED PROPOSALS WILL NOT BE ACCEPTED.** Proposals may be mailed or hand delivered (Monday through Friday) to the Oregon Department of Forestry and must be received prior to the Proposal Due Date and Time. To ensure proper identification and handling, all packages and envelopes must be clearly marked as follows:

RFP Number
Proposal Due Date
Proposal Submittal Deadline (Hour)
Oregon Dept of Forestry

Attention: Procurement Unit
2600 State Street
Building "D"
Salem, OR 97310

B.8.2(b) **DELIVERY FEES.** Proposals must be delivered postage or shipping pre-paid. ODF will not accept Proposal packages with shipping fees or postage due.

B.8.2(c) ODF is not responsible for the proper handling of Proposals, including the pricing section, not properly identified, marked and submitted in a timely manner.

B.9 PROPOSAL WITHDRAWALS. A PROPOSER may withdraw its Proposal by submitting a request to withdraw the Proposal, written on the PROPOSER'S company letterhead, signed by an authorized representative of the PROPOSER, and received by ODF prior to the Proposal Due Date and Time. Proposals may also be withdrawn in person before the Proposal Due Date and Time upon presentation of appropriate identification and evidence of authorization to act for the PROPOSER.

B.10 PROPOSALS CONSTITUTE FIRM OFFERS. Submittal of a Proposal constitutes the PROPOSER'S affirmation that all terms and conditions, including pricing, constitute a binding offer that shall remain firm and shall terminate only upon the earlier of (a) such date as a new Agreement is awarded or (b) September 30, 2008, unless the Agreement extended in writing by mutual agreement of ODF and the PROPOSER.

B.11 OPENING. Opening will be held at a date and time after the Proposal Due Date and Time specified in this RFP, at the Oregon Department of Forestry at 2600 State Street, Salem, Oregon 97310. Only PROPOSERS' names will be made available at the Proposal Due Date and Time. Award decisions will not be made at the Proposal Due Date and Time.

B.12 EVALUATION COMMITTEE REQUESTS FOR FURTHER CLARIFICATION. An Evaluation Committee comprised of state and federal representative agencies participating on the Master Cooperative Fire Protection Agreement (see Exhibit Z) will be established to evaluate Proposals.

B.13 CANCELLATION OF PROCUREMENT AND REJECTION OF PROPOSALS

B.13.1 CANCELLATION OF PROCUREMENT AND REJECTION OF ALL PROPOSALS.

ODF may cancel this procurement or reject in whole or in part all Proposals received by reason of this RFP without liability, if such rejection or cancellation is in ODF'S best interest as determined by ODF.

B.13.2 REJECTION OF PARTICULAR PROPOSALS.

ODF may reject any particular Proposal received by reason of this RFP without liability, if such rejection is in the best interest of ODF as determined by ODF or for any of the reasons listed under OAR 125-247-0640.

B.14 PROPOSAL EVALUATION. ODF will evaluate Proposals to identify the best responsive Proposal submitted by a responsible PROPOSER and not otherwise disqualified. (Refer to ORS 279B.110, and to Section C of this RFP, "Evaluation Criteria.")

B.14.1 RESPONSIVENESS. To be considered responsive, the Proposal must substantially comply with all requirements of this RFP and all prescribed public solicitation procedures. In making such evaluation, ODF may waive minor informalities and irregularities.

B.14.2 RESPONSIBILITY. Before award of an Agreement, ODF may investigate the PROPOSER and request information in addition to that already required in this RFP, when ODF, in its sole discretion, considers it necessary or advisable in order to evaluate whether the PROPOSER meets the standards of responsibility in ORS 279B.110.

B.15 PROCESSING OF PROPOSALS. Neither the return of a Proposal, nor acknowledgment that the selection process is complete, shall operate as a representation by ODF that any Proposal submitted was complete, sufficient, or lawful in any respect.

B.16 WITHDRAWAL BY ODF OF PROPOSAL ITEMS PRIOR TO AWARD. ODF reserves the right to delete Proposal items or award categories. The deletion of one or more Proposal items or award categories will not affect the method of award. (Refer to Section A.1.1.)

B.17 INTENT-TO-AWARD ANNOUNCEMENT. ODF reserves the right to announce its intent to award prior to Agreement award by posting the tabulation sheet of Proposal results on ORPIN, or by letter or fax ("Intent-to-Award Announcement").

ODF intends to award Agreements for a maximum of two hundred (200) Crews based on the Best Value criteria evaluation of the PROPOSER'S proposals. ODF will issue a letter of intent to award an Agreement to all qualifying PROPOSERS. That letter of intent will designate the number of Crews and dispatch ranking selected for each proposed DDL.

ODF will review the PROPOSERS' company manifests after the Proposal Due Date and Time. PROPOSERS who fail to list adequate personnel to support all Crews offered will have responsive Crews/locations selected by GOVERNMENT based on projected fire suppression needs.

B.18 REVIEW OF PROPOSAL FILES. PROPOSERS shall have five (5) calendar days from the date of the Intent-to-Award Announcement within which to view the Proposal files (by appointment).

B.19 PROTEST OF INTENT-TO-AWARD ANNOUNCEMENT. PROPOSERS who wish to protest the Intent-to-Award Announcement shall have five (5) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be accepted. Protests must specify the grounds on which the protest is based (Refer to OAR 125-247-0740).

B.20 RESPONSE TO INTENT-TO-AWARD PROTESTS. ODF will respond in writing to properly submitted protests of the Intent-to-Award Announcement. ODF may also respond to improperly submitted protests of the Intent-to-Award Announcement for purposes of clarification. However, no response provided by ODF is intended to constitute, nor shall it be considered, confirmation that either (a) the protest was timely filed or (b) the PROPOSER is, in fact, entitled to protest the Intent-to-Award Announcement.

B.21 AWARD. After expiration of the five (5) calendar-day file review and intent-to-award protest period, and resolution of all properly-submitted protests, ODF will proceed with final award.

B.22 REVIEW OF AWARDED PROPOSAL FILES. Subject to Section B.2.5 of this RFP, Awarded Proposal files are public records and available for review at ODF by appointment.

B.23 PARTICULAR PROPOSAL ISSUES

B.23.1 INSURANCE. PROPOSERS MUST PROVIDE ALL REQUIRED PROOFS OF INSURANCE TO ODF, WITH ALL OTHER REQUIRED DOCUMENTATION, WITH THEIR PROPOSALS, PRIOR TO THE PROPOSAL DUE DATE AND TIME. PROPOSERS are encouraged to consult their insurance agent(s) about the insurance requirements contained in this RFP prior to Proposal submission.

SECTION C – EVALUATION CRITERIA

INSTRUCTIONS AND EVALUATION CRITERIA – CONTRACTORS

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS

- (a) General Instructions. Proposals submitted in response to this solicitation must be submitted in the following required format with the numbers of copies specified below.
- (1) The Proposal will be used to determine whether the Proposal will meet the requirements of the GOVERNMENT. Therefore, the Proposal must present sufficient information to demonstrate that the PROPOSER thoroughly understands the requirements of this RFP and the Services, and a detailed description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work.
- (2) The GOVERNMENT will evaluate Proposals in accordance with the evaluation criteria set forth in Section C of this RFP.
- (3) PROPOSERS must submit their Proposals in the following quantities specified:
- (a) 1 copy of the completed, signed offer (Sections C.I, C.II, C.III, C.IV, C.V, C.VI, C.VII and if offered, **OPTIONAL Sections** C.VIII, C.VIX and C.X of this RFP) including MSPA, BOLI and insurance information and information regarding each DDL. (See Section D.3.1.2.).
- (b) 3 copies of the response to the four non-price Evaluation Criteria in Section C.
- (b) Technical Proposal Instructions. The technical Proposal will be used to determine whether the Proposal will meet the requirements of the GOVERNMENT. Therefore, the technical Proposal must present sufficient information to demonstrate that the PROPOSER thoroughly understands the requirements of this RFP and the Services, and a detailed description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals that merely paraphrase the requirements of the GOVERNMENT'S specifications/statement of work, or use phrases like "will comply" or "standard techniques will be employed," will be considered unacceptable and, accordingly, will receive adverse evaluation scores. At a minimum, the Proposal must clearly provide the following:

Technical Proposals must respond to the following information and the information must be organized in the order shown below:

CRITERIA	REQUESTED INFORMATION	
<p>1) Past Performance (Information provided will also be used for Experience element) Total of 80 possible points.</p>	<p>You must furnish your company's 10 most recent evaluations for fire suppression incidents (Government Performance Reports, ICS 224).</p>	30
	<p>You must list any Administrative Actions taken against your company under the 2004-2006 Interagency Firefighting Crew Agreements. Provide a summary of how the actions were resolved.</p>	20
	<p>Experience – You must submit an Incident list (in addition to the maximum four (4) pages described in Section B.3.1) of all fire suppression assignments on which you had fire Crews in 2004, 2005, and 2006. Proposers with more than 25 Incidents may list the 25 most recent Incidents and summarize the rest. Include the total number of years of experience your company has in furnishing Crews for wildland fire suppression. Proposers with no past performance under the current company name may submit evaluations for other companies if they have the same owners.</p>	30
<p>2) Technical Capability Total of 80 possible points.</p>	<p>Crew Supervision – You must submit a list (in addition to the maximum four (4) pages described in Section B.3.1) of your Crew bosses and squad bosses by name for each dispatch location. The list must be limited to employee's name, position, years of experience in that position, total number of wildfire assignments in the current position and physical address of residence during fire season.</p>	30
	<p>Response Time and Location - Explain the proximity of FFT2 Crew Members to the DDL and management's ability to status (as available in ROSS) Crews and respond within required time frames.</p>	20
	<p>Vehicles – You must submit a list (in addition to the maximum four (4) pages described in Section B.3.1) that includes the physical address of the location of vehicles assigned to each dispatch location you will use to transport Crews for each dispatch location offered. Show vehicle ages, vehicles types, and that the vehicles are dedicated for Proposer's use on this Agreement.</p>	16

CRITERIA	REQUESTED INFORMATION	
	Support Facilities – You must submit a photograph and narrative (see Section D.3.1.2)–describing each DDL’s support facilities such as living quarters, vehicle maintenance shop and fire cache. Submit a list (in addition to the maximum four (4) pages described in Section B.3.1) for inventory of fire cache.	14
3) Safety Total of 10 possible points.	You must submit a narrative (limited to four pages, see Section B.3.1) of, and supporting documentation of, your company’s safety plan. (Attach certificate(s) of completion for any safety training to the narrative response - see Section 4, below)	10
4) Training Total of 10 possible points.	You must submit a narrative (limited to four pages, see Section B.3.1) that describes your company’s training program and training records management.	10
5) Consideration for Price Total of 20 possible points	The prices offered in Section C.VII of the Proposal will be evaluated based on the matrix and price averaging procedures stated in Evaluation Criteria number 5 below.	20

EVALUATION CRITERIA

The Evaluation Criteria are: (1) Past Performance; (2) Technical Capabilities; (3) Training; (4) Safety; and (5) Price. These criteria will be judged based on your written responses and relevant documentation.

- 1) Past Performance (80 points) - Past performance is a measure of the degree to which you, as an organization, have satisfied your customers, and complied with Federal, state, and local laws and regulations. Examples of past performance include but are not limited to (1) Government performance reports (ICS224 Crew Performance Rating) (2) Administrative Actions and (3) contractor experience on fire suppression assignments.

GOVERNMENT evaluators may access any federal, state, or local past performance databases to research PROPOSERS’ past contract performance.

The GOVERNMENT will consider the relevance of past performance information obtained in relation to the scope of this procurement. The score will be an average of the 10 most recent evaluations for fire suppression incidents.

Administrative Actions will be evaluated according to the number of actions, severity of the violation, and the PROPOSER’S efforts to resolve and correct the issue or problem.

PROPOSERS with past performance data will be evaluated in the same manner as all other PROPOSERS; however, those PROPOSERS with **no** past performance data will be treated as an unknown performance risk and will receive no credit. Therefore, PROPOSERS will receive credit for good past performance, lose credit for poor past performance, and will not receive credit for no relevant past performance.

For purposes of this Section E, when evaluating "PROPOSER'S past contract performance", "PROPOSER" shall mean not only any individual or entity applying as the "PROPOSER," but also any of PROPOSER'S "Key Personnel." For purposes of this RFP, "Key Personnel" means any employee, officer or director of the PROPOSER, with the exception of employees employed as STCR, Crew Boss, ICT5, FFT1 or FFT2 (however, if a company proprietor or officer also serves in one of these five positions, that person nevertheless constitutes "Key Personnel"), and shall also include any direct or indirect owner of any interest in the PROPOSER, including, but not limited to, any shareholder, partner, limited partner, member or trust.

To be considered a PROPOSER with unknown performance risk, a PROPOSER must represent and warrant that, during the two (2) years prior to the issue date for this RFP, none of its Key Personnel were owners in full or part, officers of, or employed in any capacity, by a Predecessor Company. A Predecessor Company that was awarded an agreement and performed firefighting services in 2006 under the previous IFCA will be considered to have past performance and will not be considered a Predecessor Company. **A PROPOSER with unknown performance risk must include in its Proposal documentation listing any of its Key Personnel who have worked for a Predecessor Company.** The documentation must include the following: the name of the Predecessor Company for which the Key Personnel worked, the job position(s) that the Key Personnel occupied in the Predecessor Company, and the job position that the Key Personnel now occupy in the PROPOSER'S company. **Failure to provide this required documentation may result in Proposal rejection.**

For purposes of this Section C, "Predecessor Company" means either any entity that, during the two (2) years prior to the issue date for this RFP, owned more than \$500 of assets that are currently owned, directly or indirectly, by the PROPOSER, or any entity that reorganized to create the PROPOSER through a merger, acquisition, spin-off, split off, or sale of assets during the two (2) years prior to the issue date for this RFP.

- 2) Technical Capability (80 points) – Each PROPOSER must provide the following information, **listed in descending order of importance**:
 - a) Crew supervision (STCR, CRWB, ICT5 and FFT1) will be evaluated on years of wildland fire experience and the total number of wildfire assignments in the current position. List your supervisory personnel available at each DDL and proximity to the dispatch location and ability to meet specified response times. Describe the measures that will be taken to assure timely response times. Consideration will be given to dispatch locations that exceed minimum supervisory personnel and their qualifications.
 - b) Response time and location – Proximity of non-supervisory personnel to the DDL and ability to meet specified response times will be considered. Describe the measures that will be taken to assure timely response times.
 - c) Support Facilities- Provide a photograph of the devoted 3000 square-foot dispatch location and narrative describing each DDL's support facilities, including square footage of structures and services available such as office space, vehicle maintenance, sleeping quarters, training facilities and fire cache. Provide an inventory of your fire cache, including a list of tools, radios, required protective

clothing and equipment. Consideration will be given to the quality and functionality of the support facility in furnishing fire fighting crews. **If Crews other than the PROPOSER'S proposed Crews will also use a PROPOSER'S Designated Dispatch Location, the PROPOSER must identify in its Proposal any and all other contractors and Crews using that location.**

d) Vehicles – This will include evaluation of the age and type of vehicles to be used to transport Crews. The evaluation will also consider vehicle maintenance, timely availability of back-up vehicles to meet specified response times, and the versatility afforded by the vehicles provided.

3) Safety (10 points) – Provide a company safety plan. Consideration will be given to the comprehensiveness and applicability of the plan to promote safe performance. Attach certificate(s) of completion for any safety training to the narrative response. Elements of the safety plan may include, but are not limited to the following elements:

- a) Alcohol/Drug Awareness and Testing Program
- b) Work Rest Mitigation
- c) Driving Training
- d) First Aid/CPR Training

4) Training (10 points)

Training Program – Describe your training program and training record management process. Describe how the training of employees is accomplished and what training is included. Identify any training you provide which is in addition to the minimum training required in specification. Describe training record management including records location, retention, documentation process and responsible persons.

5) Price (20 points)

ODF will evaluate the proposed price of each acceptable offer for reasonableness. Price will be evaluated with the weighted factors identified in the matrix below. Points awarded for price will be included with the technical evaluation score to establish award and ranking of PROPOSERS. All prices offered with fractional pricing will be rounded up to the nearest whole dollar.

For PRICE EVALUATION and BEST VALUE RANKING PURPOSES ONLY, ODF will average the prices submitted for each of the 2007, 2008, and 2009 Agreement terms (one initial term and two possible extension periods). ODF also will average the prices submitted for each 20-person Crew offered by a PROPOSER to establish an average, overall Proposer Price. If awarded an Agreement, a PROPOSER will be entitled to charge only the price the PROPOSER offered in its Proposal for the initial Agreement term or the respective extension term.

Price Matrix:

26	and below	20 points
27		19 points
28		18 points
29		17 points
30		16 points
31		15 points
32		14 points
33		13 points
34		12 points
35		11 points
36		10 points

37	9 points
38	8 points
39	7 points
40	6 points
41	5 points
42	4 points
43	3 points
44	2 points
45	1 point

SUBMITTING YOUR PROPOSAL

This is only a guide. It is the Proposer’s sole responsibility to correctly complete all pages requiring signatures or information before submitting your Proposal. If additional clarification is required from a Proposer, the Proposer will have five (5) working days to respond or its Proposal will be rejected.

In a **SEALED ENVELOPE** submit the following no later than June 5, 2007, 4:00 pm PDT:

**CHECKLIST OF ITEMS THE PROPOSERS MUST COMPLETE
PRIOR TO SUBMITTING PROPOSAL**

PROPOSERS must ensure that they have completed the following **13 items** before they submit their Proposals. Information must be legible (typed or printed in ink).

- (1) _____ The Supervisory Positions offered in your Proposal (STCR, CRWB, ICT5, and FFT1) must be reviewed and accepted by ODF before the Proposal Due Date.
- (2) _____ Section C.I - Residency Information.
- (3) _____ Section C.VI - **Mandatory Signature** of Proposer’s Duly Authorized Representative.
- (4) _____ **Mandatory Section C.VII** and if offered, **OPTIONAL Sections C.VIII, C.VIX and C.X).**
 - (a) _____ **Signed** Pricing page(s) (C VII through C.X) and list of Corporate Officers.
 - (b) _____ Crews/locations on form provided in Section C.VII.
 - (c) _____ Optional Strike Team pricing page on form provided in Section C.VIII.
 - (d) _____ Optional Strike Team Leader pricing page on form provided in Section C.IX.
 - (e) _____ Optional Initial Attack pricing page on form provided in Section C.X.
- (5) _____ PROPOSERS’ explanations of how PROPOSERS meet the four non-price Evaluation Criteria (Past Performance, Technical Capabilities, Training, and Safety - are limited to four (4) pages per criterion in number ten (10) business style font with one (1) inch margins top and bottom, single spaced on standard 8.5 X 11 paper.

- (6) _____ Proposals must include pricing information for each Section offered for 2007 and each annual extension for 2008 and 2009.
- (7) _____ **When Applicable** - Joint ventures and partnerships must provide a copy of the joint venture agreement or agreement evidencing authority to submit a Proposal. A contact person must also be designated. (See Section B.4.3 of this RFP).
- (8) _____ Include insurance certificates for current commercial general liability, automobile liability, and proof of compliance with workers' compensation insurance requirements.
- (9) _____ MSPA Company License. (See Section E of this RFP).
- (10) _____ Copy of your current Oregon Bureau of Labor & Industries Farm/Forest Labor Contractor license (wall mounted F/FLC license or wallet-size F/FLC with photo). (See Section E of this RFP).
- (11) _____ DDL (see Section D.3.1.2 of this RFP). **It is the PROPOSER'S responsibility to ensure that it has in place all permissions, permits, licenses or approvals necessary to use real property as a Designated Dispatch Location.** For each of the PROPOSER'S proposed DDL, the PROPOSER **must attach** to its Proposal:
- (a) A dated letter from the owner of the land on which the proposed DDL is located, that includes proof of ownership, makes specific reference to the PROPOSER, and states specifically that the landowner grants permission to the PROPOSER to use the landowner's property as a DDL;
 - (b) A detailed County Assessor's Tax (plat) map, showing that the property meets the 3000 square-foot requirement;
 - (c) A detailed map (including structures) with specific directions to the location; **AND**
 - (d) All applicable permits, licenses or approvals from the public entity (for instance, city or county) that has jurisdiction over the real property proposed to be used as a DDL; **OR**
 - (e) If no permit, license or approval is provided with the PROPOSER's Proposal, documentation from the public entity that has jurisdiction over the real property proposed to be used as a DDL confirming that there is no permit, license or approval required for the PROPOSER to use the DDL for that purpose. That documentation must include a date, the jurisdictional representative's name, job title and contact information. ODF will reject as non-responsive any Proposal that does not include the relevant permits, licenses or approvals, or documentation confirming that no permits, licenses or approvals are required for each proposed DDL. (See Section D.3, "Dispatching").
- (12) _____ In addition to providing ODF the training records listed in Section D.2 of this RFP, **the PROPOSER shall submit electronically by email to cbeck@odf.state.or.us** (No fax copies will be accepted), before the Proposal Due Date and Time, a company manifest listing all employees the PROPOSER will use under an Agreement (See Exhibit Y and Section D.5.5.3 of this RFP). **A hard copy of the complete company manifest must be included with the Proposal.** The PROPOSER must complete Employment Eligibility Verification forms (Form I-9) for all employees listed on the company manifest in accordance with procedures and requirements outlined on the following web site: <http://www.dol.gov/compliance> and <http://www.uscis.gov>. Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material requirement of the Agreement. If the CONTRACTOR employs unauthorized workers during performance of the Agreement in violation of Section 274A, ODF may terminate the Agreement, in addition to other remedies or penalties prescribed

by law. (FSAR 4G52.222-701 Employment of Eligible Workers, see Exhibit O to this RFP). The company manifest, in the required format (supplied by ODF, see **Exhibit Y**) shall list all qualified Crew Members in all positions (that have completed current training and the Work Capacity Fitness Test) and must indicate trainee status, if any. The PROPOSER'S company manifest must be in the required format (supplied by ODF, see Exhibit Y) and shall list the employee's name, identification number, date of birth, Crew position (STCR, CRWB, ICT5, FFT1 or FFT2), date of last fire, annual refresher date, pack test date, pass/fail, the date the employee became certified in the position listed for each employee, certified MSPA drivers and their MSPA identification number (see Exhibit Y). Crew members must be listed on only one (1) company manifest. Crew members' names listed by multiple CONTRACTORS may result in Administrative Action.

(13) _____ Photocopy your Proposal Response pages and retain them for your records.

PROPOSAL DUE DATE: 06/05/2007
PROPOSAL SUBMITTAL DEADLINE: 4:00 PM
CONTRACT OFFICER R. Arnaz
PHONE#: 503/945/7254

ITEM: 20-PERSON HAND CREW SERVICES, PLUS OPTIONAL CREW RESOURCES.

AGREEMENT PERIOD: 2007 Award date through the earlier of (a) such date as a new IFCA is awarded or (b) September 30, 2008, unless extended in writing by mutual agreement of ODF and CONTRACTOR.

ATTACHMENTS: CONTRACT PROVISIONS AND INSTRUCTIONS TO PROPOSERS ARE INCLUDED IN THIS RFP AND SUPERSEDE THOSE ON THE ORPIN WEB SITE.

You can view or download this RFP in its entirety, including the standard attachments on-line on the Oregon Procurement Information Network (ORPIN) web site: <http://orpin.oregon.gov>

ADDENDA

You can view or download addenda for this RFP on-line on ORPIN. IMPORTANT NOTE: You should consult ORPIN regularly until the Proposal Due Date and Time shown below to ensure that you have not missed any addenda announcements.

ADDRESSING YOUR PROPOSAL

To ensure that your Proposal receives priority treatment within our mailing system, please follow the label format below: Proposals hand delivered to the Oregon Department of Forestry should be directed to the following address Monday through Friday and must be received prior to the Proposal Due Date and Time:

Proposal #ODF-1223-07 Proposal Due Date & Time: 06/08/07 4:00PM

All Proposals must be received by the Oregon Department of Forestry before the Proposal Due Date and Time shown above.

Oregon Dept of Forestry
Attention: Procurement Unit
2600 State Street
Building "D"
Salem, OR 97310

SECTION C.I – RESIDENCY INFORMATION

ORS 279A.120 provides that in determining the lowest responsible bidder a public contracting agency shall, for the purpose of awarding a public contract, add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder' means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a 'resident bidder.'" (ORS 279A.120(1)(b)).

"Nonresident bidder' means a bidder who is not a 'resident bidder'" as defined above. (ORS 279A.120(1)(a)).

- a. Check one: Bidder is a () resident bidder () non-resident bidder.
- b. If a resident bidder, enter your Oregon business address:

- c. If a non-resident bidder, enter state of residency and your business address:

SECTION C.II – CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in Section C.VI of this RFP, I hereby represent, warrant and certify under penalty of perjury:

That I am authorized to act on behalf of CONTRACTOR and that to the best of my knowledge, CONTRACTOR has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that CONTRACTOR is not in violation of any discrimination laws.

SECTION C.III – CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section C.VI of this RFP, I hereby represent, warrant and certify under penalty of perjury:

That I am authorized to act on behalf of the CONTRACTOR in this matter, that I have authority and knowledge regarding the payment of taxes, and that CONTRACTOR is, to the best of my knowledge, not in violation of any Oregon Tax Laws. (See Exhibit K 17, Compliance with Tax Laws.)

**SECTION C.IV –
RESPONSIBILITY**

The State reserves the right, pursuant to ORS 279B.110 and OAR 125-247-0500, to investigate and evaluate, at any time prior to award and execution of the Agreement, the apparent successful PROPOSER'S responsibility to perform the Agreement. Submission of a signed offer shall constitute approval for the State to obtain any information the State deems necessary to conduct the evaluation. The State shall notify the apparent successful PROPOSER, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of contract performance; etc. Failure to promptly provide this information shall result in offer rejection.

The State may postpone the award of the Agreement after announcement of the apparent successful PROPOSER in order to complete its investigation and evaluation. Failure of the apparent successful PROPOSER to demonstrate Responsibility, as required under ORS 279B.110 AND OAR 125-247-0500, shall render the PROPOSER non-responsible and shall constitute grounds for offer rejection, as required under ORS 279B.100.

SECTION C.V – RECYCLABLE PRODUCTS

CONTRACTORS shall use recyclable products to the maximum extent economically feasible in the performance of the Services set forth in this document.

ORS 279A.010(gg) states: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of its total weight consisting of post-consumer waste. 'Recycled product' includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(s) states: "'Post-consumer waste' means a finished material that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(hh) states: "'Secondary waste materials' means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value. 'Secondary waste materials' includes post-consumer waste. 'Secondary waste materials' does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(ff) states: "'Recycled PETE product' means a product containing post-consumer polyethylene terephthalate material."

SECTION C.VI – SIGNATURE OF PROPOSER’S DULY AUTHORIZED REPRESENTATIVE

THIS PAGE MUST BE **SIGNED IN INK** BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Proposer that:

- (1) He/she is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this RFP and all addenda, if any, issued, and to execute this Proposal on behalf of the Proposer;
- (2) The Proposer, acting through its authorized representatives, has read and understands all instructions, specifications, and terms and conditions contained in this RFP (including all listed attachments and addenda, if any, issued);
- (3) The Proposer certifies that this Proposal has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.
- (4) The Proposer is bound by and will comply with all requirements, specifications, and terms and conditions contained in this RFP (including all listed attachments and addenda, if any, issued);
- (5) Proposer will furnish the designated item(s) and service(s) in accordance with the RFP specifications and requirements, and will comply in all respects with the terms of the resulting Agreement upon award.
- (6) PROPOSER MUST PROVIDE ITS FEDERAL EMPLOYEE IDENTIFICATION NUMBER WITH PROPOSAL SUBMISSION.

Authorized_Signature: _____ Title: _____

Date: _____

FEIN ID# _____

Contact Person (Type or Print): _____

Telephone Number: (____)_____ Fax Number: (____)_____

SECTION C.VII

Oregon Department of Forestry ♦ 2007 Interagency Firefighting Crew Agreement
Request for Proposal – Mandatory Response for Twenty-person Crew

I. **PROPOSAL AND AGREEMENT.** Each PROPOSER must read, **SIGN** and comply with the following sections. The undersigned PROPOSER submits the following Proposal for furnishing Crew(s) to the Oregon Department of Forestry (ODF). PROPOSER agrees to provide the following:

COMPANY NAME:		OWNER/RESPONSIBLE PARTY Attach List of Corporate Officers if Incorporated	
MAIN BUSINESS LOCATION MAILING ADDRESS:		TELEPHONE NUMBER:	FAX NUMBER:
PHYSICAL ADDRESS (If different than mailing address):			
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	EMAIL ADDRESS:		FEDERAL DUNS NUMBER:
DESIGNATED DISPATCH LOCATION AND TELEPHONE # (Separate Page For Each Additional Designated Dispatch Location)			NUMBER OF CREWS FOR THIS DISPATCH LOCATION: (Write out number of crews.)
City _____ State _____ Zip _____			
County _____			
Legal landowner name and contact number. _____			
TYPE OF CONTRACTOR: ("X" appropriate boxes) <input type="checkbox"/> Small Business <input type="checkbox"/> Cert. Minority Owned Business <input type="checkbox"/> Women Owned Business			
Dispatch Contact #1 Name: _____			
Day Phone: _____		Night Phone: _____	
Cellular Phone: _____		Pager: _____	
Fax Number: _____			
Dispatch Contact #2 Name: _____			
Day Phone: _____		Night Phone: _____	
Cellular Phone: _____		Pager: _____	
Fax Number: _____			

PROPOSED HOURLY RATE (PROPOSAL RATE) (per PERSON/per hour):

NOTE: Below, use **ONLY** one hourly rate per DDL)

- (1) For the Initial Term (2007) of the Agreement: \$ _____
- (2) For the 2008 Extension Term of the Agreement: \$ _____
- (3) For the 2009 Extension Term of the Agreement: \$ _____

Signature of Business Owner or Authorized Company Representative

Date

LIST OF CORPORATE OFFICERS

(Company Name: _____)

-
-

NAME	POSITION
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-

SECTION C.VIII

Oregon Department of Forestry ♦ 2007 Interagency Firefighting Crew Agreement
 Request for Proposal – Optional Response for Strike Team (Leader, Vehicle, Crews)

I. PROPOSSAL AND AGREEMENT. Each PROPOSER must read, **SIGN** and comply with the following sections. The undersigned PROPOSER submits the following Proposal for furnishing Strike Team(s) to the Oregon Department of Forestry (ODF). PROPOSER agrees to provide the following:

	(Company Name: _____) <input type="checkbox"/> DESIGNATED DISPATCH LOCATION AND TELEPHONE # (Separate Page For Each Additional DDL/STCR) _____ _____ City _____ State _____ Zip _____ County _____ Legal landowner name and contact number. _____	NUMBER OF ST FOR THIS DISPATCH LOCATION: _____ (Write out number of ST) _____
TYPE OF CONTRACTOR: ("X" appropriate boxes) Small Business Cert. Minority Owned Business Women Owned Business		

NOTE: Below, use **ONLY** one hourly rate per DDL)

PROPOSED HOURLY RATE (PROPOSAL RATE) (per STRIKE TEAM/per hour):

(1) For the Initial Term (2007) of the Agreement: \$ _____

(2) For the 2008 Extension Term of the Agreement: \$ _____

(3) For the 2009 Extension Term of the Agreement: \$ _____

X _____
 Signature of Business Owner or Authorized Company Representative Date

SECTION C.IX

Oregon Department of Forestry ♦ 2007 Interagency Firefighting Crew Agreement
Request for Proposal – Optional Response for Strike Team (Leader, Vehicle)

I. PROPOSAL AND AGREEMENT. Each PROPOSER must read, **SIGN** and comply with the following sections. The undersigned PROPOSER submits the following Proposal for furnishing Strike Team Leader(s) to the Oregon Department of Forestry (ODF). PROPOSER agrees to provide the following:

	(Company Name: _____) <input type="checkbox"/> DESIGNATED DISPATCH LOCATION AND TELEPHONE # (Separate Page For Each Additional DDL/STCR) _____ _____ City _____ State _____ Zip _____ County _____ Legal landowner name and contact number. _____	NUMBER OF ST FOR THIS DISPATCH LOCATION: _____ (Write out number of ST Leaders) _____
TYPE OF CONTRACTOR: ("X" appropriate boxes) Small Business Cert. Minority Owned Business Women Owned Business		

NOTE: Below, use **ONLY** one hourly rate per DDL)

PROPOSED HOURLY RATE (PROPOSAL RATE) (per STRIKE TEAM LEADER/per hour):

(1) For the Initial Term (2007) of the Agreement: \$ _____

(2) For the 2008 Extension Term of the Agreement: \$ _____

(3) For the 2009 Extension Term of the Agreement: \$ _____

X _____
 Signature of Business Owner or Authorized Company Representative Date

SECTION C.XI TO BE COMPLETED BY GOVERNMENT

AGREEMENT AWARD VALIDATION

In witness whereof, said parties have executed this Agreement as of the day and year written below. This Agreement shall become effective when it has been signed by the Oregon Department of Forestry, the U.S. contracting officer, and the CONTRACTOR.

RFP Number 629000-332-5 shall remain in effect until the earlier of:

- 1) Such date as new fire Crew agreements are awarded or extended;
- OR**
- 2) September 30, of the following Calendar Year of award or optional annual extension.

Authorized Oregon Department of Forestry Signature

Date

Authorized United States of America Contracting Officer

Date

SECTION D – PROPOSAL ELEMENTS (MANDATORY AND OPTIONAL REQUIREMENTS – Proposers must meet the following mandatory requirements.

D.1 MANDATORY FIRE CREW REQUIREMENTS, INCLUDING OPTIONAL STRIKE TEAM AND TYPE 2 INITIAL ATTACK REQUIREMENTS

D.1.1 The standard for a CONTRACTOR Crew is Incident Command System (ICS) "Type 2" (see definition under "Crew, Type II" in Exhibit A). Each Crew must consist of twenty (20) properly trained individuals available at the time of dispatch and subsequent arrival at the Incident and serving in the following ICS firefighting positions:

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

At its discretion, **GOVERNMENT** may order a ten (10)-person Crew consisting of ten (10) properly trained individuals available at the time of dispatch and subsequent arrival at the Incident and serving in the following Incident Command System (ICS) firefighting positions:

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

D.1.2 Forty percent (40%) of the individuals serving on a Crew must have completed one Season or more of documented firefighting experience consisting of a minimum of fifteen (15) operational periods (see definition in Exhibit A), ten (10) of which must have been on type I, II, or III incidents.

D.1.3 All Crew Members provided by CONTRACTOR under this Agreement must be at least 18 years of age.

D.1.4 CONTRACTOR must ensure that its Crew meets the foregoing standards at all times while providing Services under this Agreement.

D.1.5 OPTIONAL STRIKE TEAM REQUIREMENTS

D.1.5.1 The standard for a strike team is two (2) ICS "Type 2" (see definition in Exhibit A) Crews plus a strike team leader. Each strike team shall consist of forty-one (41) properly trained individuals available at the time of dispatch and subsequent arrival at the Incident and serving in the following ICS firefighting positions:

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

D.1.5.2 CONTRACTORS who receive an award to provide strike teams will be required to status these resources in ROSS.

D.1.5.3 STRIKE TEAM LEADER VEHICLE REQUIREMENTS

1. CONTRACTOR must provide dependable ground transportation for use on the Incident by the STCR that meets all state and Federal laws relating to motor vehicles operating within the states of Oregon and Washington.
2. The vehicle must be a 4-wheel drive pickup capable of providing transportation to and from the fire line, and in sound mechanical condition.
3. The vehicle must have a useable, full-size, securely mounted spare tire, jack and lug wrench.
4. 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.
5. Seat belts must be available and used by all occupants while the vehicle is in motion.
6. CONTRACTOR is responsible for providing all fuel, oil, and maintenance, and must maintain the vehicle in good repair.
7. Strike teams ordered by dispatch must arrive at the Incident as a single resource, not individual Crews arriving at different times.

D.1.5.4 **Additional requirements:** GOVERNMENT may organize a strike team at incident, utilizing two (2) Crew resources from a single CONTRACTOR from awarded dispatch location(s), provided CONTRACTOR has been approved for two (s) or more Crews and a strike team leader at time of award. Price for strike team shall be at previously submitted hourly rate on the Agreement Award Summary for strike team. All work rest issues must be observed.

- D.1.5.5 **Travel Compensation:** Travel will be from the point of hire for each Crew and strike team leader.

The CONTRACTOR'S strike team leaders may supervise only CONTRACTOR'S resources and may not supervise resources from another CONTRACTOR or GOVERNMENT agency. Strike team Crews will be compensated at their Agreement-awarded price.

Training and experience requirements for STCR, see Exhibit B; for pricing page see Section C.VIII.

D.1.6 OPTIONAL INITIAL ATTACK CREW REQUIREMENTS

D.1.6.1 At its discretion GOVERNMENT may order an Initial Attack Type 2 Crew consisting of 10 persons. Each Initial Attack Crew shall consist of properly trained individuals available at the time of dispatch and subsequent arrival at the Incident and serving in the following Incident Command System (ICS) firefighting positions for each 10-person Crew:

- 1 – Single Resource Boss – Crew (CRWB)
- 2 – Advanced Firefighter/Squad Boss (FFT1/ICT5)
- 2 - Sawyers (Class B)
- 5 - Firefighter Type 2 (FFT2)

D.1.6.2 Sixty percent (60%) of the individuals serving on an Initial Attack Crew must have completed one (1) season or more of documented firefighting experience consisting of a minimum of fifteen (15) operational periods (see definition in Exhibit A) including at least 3 hotline assignments. Ten (10) of these operational periods must have been on a type I, II, or III incident.

D.1.6.3 All Advanced Firefighter/Squad Boss (FFT1) assigned to an Initial Attack Crew must be Incident Commander Type 5 (ICT5) qualified. ICT5 qualified firefighters must be identified on the company manifest submitted and have training record review completed, as specified in Section B.2.1(a), prior to Proposal Due Date.

D.1.7 ADDITIONAL CREWS

D.1.7.1 If, in the GOVERNMENT'S judgment, the severity of the fire season warrants, GOVERNMENT may allow CONTRACTORS who are awarded Agreements to offer additional Crews, Strike Teams, or Strike Team Leaders from existing DDL to increase the number of available Crews. This provision may allow only an increase in the number of Crews. There shall be no changes to the hourly Proposal Rate, Scope of Work, or terms and conditions of the Agreement. GOVERNMENT shall determine the need for additional Crews. GOVERNMENT is not required to increase the number of Crews.

D.1.7.2 Additional proposed Crews must meet the minimum qualifications outlined in this Section D.1. GOVERNMENT will contact CONTRACTORS in writing with any solicitation for additional Crews. CONTRACTOR must provide proof of training records for STCR, CRWB, ICT5 and FFT1 positions on proposed Crews prior to receiving approval to activate the Crew for dispatch purposes. GOVERNMENT will provide written acceptance of additional Crews upon verification of insurance, licensing and training requirements for CONTRACTOR Crew and continuing compliance with the insurance and licensing provisions (Section F and Exhibit K). Additional crews submitted and accepted will be added to the bottom of the best value dispatch list. All additional crews will be ranked according to the best value rating of the CONTRACTOR.

D.2 REQUIRED TRAINING AND EXPERIENCE

D.2.1 PERSONNEL QUALIFICATIONS

D.2.1.1 All Crew Members are required to possess a valid Incident Qualification Card (IQC) issued by any independent Firefighting Association prior to being listed on a CONTRACTOR manifest or being dispatched to any incident. The requirements for obtaining an IQC are set forth in Section D.2.2.9. Upon any change of employment, a Crew Member must be issued a new IQC before being listed on a manifest or assigned to an incident by the CONTRACTOR hiring the Crew Member. (the "Hiring Contractor"). A firefighter may be listed on only one (1) CONTRACTOR manifest and be employed by only one (1) CONTRACTOR at any time. All transferred firefighters must be identified on company manifests and Handcrew Manifest Forms (Exhibit T) as a transferred employee. (See D.5.5 Company Manifests).

D.2.1.2 CONTRACTOR shall maintain a complete set of employee training, experience and fitness records that meet the requirements and format set forth in Exhibit E. Records must be maintained for each Crew Member employed by the CONTRACTOR and must include required documents for each position in which each Crew Member is certified to perform. No Crew Member may be listed on a company manifest unless the CONTRACTOR has all of the required records for the Crew Member. Upon request, all records must be made available for inspection or produced to ODF within five (5) working days of a request.

D.2.1.3 The procedure for inspection and transfer of records described in Section D.2.1.2 shall be as set forth below.

D.2.1.3.1 CONTRACTOR must strictly comply with all of the requirements set forth in ORS 652.750.

D.2.1.3.2 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 .

D.2.1.3.3 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. 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.

D.2.1.4 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 employees who possesses 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.

D.2.1.4.1 CONTRACTOR must provide to its employee(s) a complete set of copies of all employee training, experience and fitness records as specified in Section D.2.1.1 and must include any language evaluation certification, crew time reports, performance evaluations, and all inspection check lists or forms. The transfer of employee training records must be in compliance with state or federal law. Records must provide documentation of the employees' qualifications for positions listed on CONTRACTOR'S company manifest. CONTRACTOR shall retain all employee training records described in this section for a minimum period of three (3) years, or such longer period as may be required by applicable law, following expiration or termination of the Agreement (see Oregon Standard Terms and Conditions). Questions on compliance to records transfer of employees shall be directed to the Oregon or Washington State Bureau of Labor and Industries.

D.2.1.4.2 When a CONTRACTOR hires an employee from another CONTRACTOR who is under Agreement with ODF for firefighting services, the hiring CONTRACTOR must, within two (2) calendar days of hiring the employee, by registered letter or fax, notify the original CONTRACTOR. Whenever a change in the composition of the company manifest or the qualifications of a Crew Member has occurred, both CONTRACTORS shall contact the ODF Protection Contract Unit by fax within twenty-four (24) hours of such change. CONTRACTOR must maintain a record of the notification. CONTRACTOR shall not dispatch the new employee until after CONTRACTOR and ODF notification conditions have been satisfied and employee training and experience records have been transferred. **At time of transfer and before an IQC can be issued**, a Firefighting Contractor Association shall verify with the employee then inspect and approve the employee training and experience at the highest position represented to the original CONTRACTOR. Each transferred employee shall be issued a new IQC from a Firefighting CONTRACTOR Association as specified in Section D.2.2.9 and before being assigned to an incident. A firefighter may be listed on only one (1) company manifest and be employed by only one (1) CONTRACTOR at any time. All transferred firefighters must be identified on company manifests and Handcrew Manifest Forms (Exhibit T) as a

transferred employee before using employee on first assignment with new CONTRACTOR. (See D.5.5 Company Manifests.)

D.2.1.5 CONTRACTOR may use GOVERNMENT Incidents, for which a CONTRACTOR'S Crew has been assigned, to qualify and certify employees for FFT1, ICT5, CRWB and STCR positions, as long as the minimum FFT1, ICT5, CRWB and STCR position requirements (see Sections D.1.1, D.1.5, and D.1.6) are maintained by Crew Members not in Trainee status. Each Trainee must be a paid Member of the Crew confirmed available to GOVERNMENT at the time the dispatch assignment was accepted (see Section D.2.1.5).

D.2.1.6 CONTRACTOR may qualify and certify no more than two (2) Trainees (CRWB and FFT1 or 2 FFT1) for each 20-person Crew, or one (1) Trainee for a 10-person Crew, and one non-compensable STCR Trainee (for strike teams) (See Section D.8.1.8, Incidental Items) for every 5 days of an incident assignment to which such employee(s) has/have been assigned. CONTRACTOR employee's trainee status must be clearly identified as such on the Handcrew Manifest Form (see D.3.2.8) that is submitted to GOVERNMENT at each Incident and on the appropriate daily timekeeping record for each shift the employee is in trainee status, in order for GOVERNMENT to confirm acceptance of the trainee's performance. (See Exhibit B)

D.2.1.7 CONTRACTOR or its designee must assign a coach or evaluator to review and evaluate Crew members' qualifications. The coach or evaluator assigned by CONTRACTOR or its designee must, at a minimum, be certified in the position he or she is coaching or evaluating. (See Exhibit B Position Qualifications Requirements).

D.2.2 TRAINING AND EXPERIENCE

D.2.2.1 CONTRACTOR Warranty and Representation. CONTRACTOR represents and warrants that each of CONTRACTOR'S employees serving as a Crew Member has met the minimum training and experience requirements described below and in Exhibit B for the position or positions to which each such Crew Member is assigned. CONTRACTOR must have all employee training and experience files inspected and verified by a Firefighting Contractor Association every 36 months to ensure compliance with this requirement.

D.2.2.2 For purposes of this Agreement; five positions are recognized: Strike Team Leader - Crew (STCR), Single Resource Boss - Crew (CRWB), Incident Commander Type 5 (ICT5), Advanced Firefighter/Squad Boss (FFT-1), and Firefighter Type 2 (FFT-2) (see Exhibit B). The following minimum qualifications apply to all Crew Members and must be satisfied before a Crew Member performs work in the position:

- a. The Strike Team Leader – Crew (STCR) must have met the training and experience requirements for Strike Team Leader and the performance tasks in PMS 310-11 (PTB) for STCR.
- b. The Crew Boss (CRWB) must have met the training and experience requirements for Single Resource - Crew Boss and the performance tasks in PMS 311-13 (PTB) for CRWB.
- c. Each Incident Commander Type 5 (ICT5) must have met the training and experience requirements for Incident Commander Type 5 and the additional performance tasks in PMS 311-14 (PTB) for FFT1/ICT5.
- d. Each Squad Boss (FFT-1) must have met the training and experience requirements for Advanced Firefighter/Squad Boss and the performance tasks in PMS 311-14 (PTB) for FFT1/ICT5.
- e. Each Fire Fighter 2 (FFT-2) position must have satisfactorily completed the training required to meet the position qualifications requirements. The FFT2 position does not require completion of the FFT2 Position Task Book.

D.2.2.3 GOVERNMENT reserves the right to reject any Crew Member who is not in full compliance with the specifications of this Section and Exhibit B. In addition, failure of any Crew Member to demonstrate an ability to perform the tasks listed in the Position Task Book (PTB) for that Member's position shall be cause for immediate release of that Crew Member from an Incident. All required training and pre-requisite experience must be completed **before** the PTB may be issued. Only one (1) PTB can be worked on at a time and must be completed before beginning prerequisite experience for a new PTB.

D.2.2.4 In addition to the training requirements for the STCR, CRWB, ICT5, FFT-1 and FFT-2 positions listed in Exhibit B, CONTRACTOR must ensure that all of its returning certified employees complete the Annual Fireline Safety Refresher Training. CONTRACTOR place in the employee's training file a course roster and training certificate, signed and dated after January 1 of the current calendar year, by the instructor, that confirms firefighter attendance and completion of the required annual refresher training. Annual Fireline Safety Refresher Training must be at least six (6) hours in length and must include the following core topics:

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

These core topics must be sufficiently covered to ensure that personnel are aware of safety concerns and procedures and can demonstrate proficiency in fire shelter deployment.

- The following web site, http://www.nifc.gov/safety_study/index.htm, titled “Wildland Fire Safety Training Annual Refresher (WFSTAR)” is available to assist in this training.

D.2.2.5 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.nwccg.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.nwccg.gov/pms/pubs/pubs.htm.

D.2.2.6 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. 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 Coordination Group (PNWCG) certifying that the instruction will meet NWCG course content and PNWCG instructor standards.

D.2.2.7 For purposes of determining position currency as defined in PMS 310.1, CONTRACTOR employees who, before January 1, 2003, completed the required training and experience requirements specified in PMS 310-1 dated either OCTOBER 1993, JANUARY 2000 or JANUARY 2006, for any of the positions described in this Agreement, and who have performed in the position(s) on a wildfire Incident since January 1, 2001, and for whom documentation is on file to validate such training and experience for the position(s), will be considered to have met the training and experience requirements of this Section and Exhibit B.

D.2.2.8 CONTRACTOR employees who performed in one or more of the positions described in this Agreement prior to December 31, 1993, and for whom official GOVERNMENT documentation exists in the employee's records to validate such experience for the position(s), shall be considered qualified as long as such employees also meet the currency requirements described in Exhibit B.

D.2.2.9 All CONTRACTOR Crew Members must have a valid IQC issued at least annually for the current fire season and again upon all changes in employment for that fire season as described in Section D.2.1, "PERSONNEL QUALIFICATIONS". IQCs must be available when requested by GOVERNMENT. IQCs must identify the CONTRACTOR employing the Crew Member. Cards must be in the format specified below and in Exhibit I. Records providing proof of experience to qualify for a STCR, CRWB, ICT5, or FFT1 must be inspected and verified by current Firefighting Contractor Association **BEFORE** an IQC is issued.

D.2.2.9.1 IQCs shall be 3.5" x 2". The card must be issued by a recognized Training Association with current MOU with PNWCG. Information on the card shall be typewritten and include: company name; name of the employee; digitally imprinted photograph of the employee; experience indicator (1/4 inch size see D.2.2.10); 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 (Documentation from testing institution supporting bi-lingual abilities must be included in section two (2) of employee training file); list highest position (may have more than 1 position listed if shared resource for multiple Agreements) the employee 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. The Firefighting Contractor Association issuing the card must verify the information on the identification card and provide its signature (in ink or electronically). Any GOVERNMENT-designated representative, if required for shared resources with other agreements, must verify the information on the identification card and provide its signature as well (in ink or electronically). 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.

D.2.2.9.2 Required information and format of the identification card: (cards not in the required format will not be accepted) (See Exhibit I)

FRONT OF CARD

- Company name (include company and/or MOU logo)
- Full legal name of the employee
- Digitally imprinted photograph of the employee
- Experience indicator (1/4 inch diameter size)
- Employee number (unique identifier assigned by GOVERNMENT)
- Work Capacity Test level (Arduous)
- Language evaluation (LSA/S and/or LSA/E)
- List only highest position(s) the employee is qualified to perform and the date achieved (example: CRWB or ENGB, CRWB or STCR, CRWB)

BACK OF CARD

- Firefighting Contractor Association name, address, phone
- Additional skills (example: EMT, Sawyer, Class B Faller)

- Owner's signature and issue date
- Signature of verifying official, date, affiliation
- Signature of verifying official, date, affiliation

D.2.2.10 As specified in Section D.1.2, at least 40% of the Crew Members on a Type 2 Crew must have one or more seasons of experience consisting of a minimum of fifteen (15) operational periods (see definition in Exhibit A), with at least ten (10) on type I, II, or III incidents. To easily identify the Crew Members who meet this experience requirement, each IOC 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 an FFT1-Squad Boss, ICT5, CRWB or STCR. The colored identifier shall be a minimum of one quarter inch in size. (See Exhibit I; see PMS 310-1.) 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 Exhibit G.

D.2.2.11 Every firefighter must carry a current GOVERNMENT (state or federal) issued photo identification card that identifies employees name and date of birth, such as a driver's license, passport, or state identification card (***student ID is not acceptable***). Both the IQC and the GOVERNMENT-issued photo identification card must be available for inspection upon arrival at an Incident and upon request thereafter.

D.2.3 FITNESS AND WORK CAPACITY

D.2.3.1 CONTRACTOR must ensure that all Crew personnel assigned to Crews for the current fire season 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. The pack test requires completing a three (3) mile hike with a 45-pound pack in 45 minutes. 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.nwccg.gov/pms/pubs/pubs.htm>. CONTRACTOR must ensure that the WCFT administrator complies with all requirements listed in the "Work Capacity Test Administrator's Guide". Upon arrival of GOVERNMENT representative, the Test Administrator shall identify the qualified emergency medical technician and provide any required documentation. **Participants shall have clearly visible weatherproof numbers (a minimum of six (6) inches) attached or applied to, or indicated on the pack test vests. These numbers shall correspond with the name on the roster provided to GOVERNMENT.** The WCFT administrator shall provide the manifest of participating personnel to GOVERNMENT Representative before start time of test. Participating personnel must provide GOVERNMENT-issued photo ID at time of test. The roster shall identify the names, identification number, and pack test vest number of each person taking the test. 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 requirement. CONTRACTOR is responsible for any liability associated with locations and for pack test administration including any and all costs. CONTRACTOR must provide a pack for each person taking the WCFT test. 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. Tests conducted for fewer than 10 persons must be authorized in advance by GOVERNMENT representative.

D.2.3.2 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. CONTRACTOR or the Firefighting Contractor Association administering the test shall contact ODF to schedule tests. Each CONTRACTOR is responsible for compliance of the notification. Pack tests may be monitored by ODF or authorized GOVERNMENT representative at the locations and times specified. Prior notification of pack tests shall be provided to the ODF Protection Contract Services Unit (PCSU) in writing (by letter or fax to 503-945-7494) no later than seven (7) working days prior to the date of each pack test to allow scheduling and monitoring by GOVERNMENT. GOVERNMENT will contact the test administrator with scheduling details and contact information for GOVERNMENT representative.

CONTRACTOR must provide notification of pack tests outside of the State of Oregon and the State of Washington no later than ten (10) working days prior to the administration of each pack test. CONTRACTOR must provide an explanation why the test will be performed outside of Oregon and Washington. The 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). (See Exhibit D). Clarification: **The administering official may contact the PCSU but it is the CONTRACTOR'S responsibility to ensure compliance with this specification. Any WCFT tests conducted without prior notification will be considered non-compliant and CONTRACTOR will receive notification of non-compliance. Non-compliant WCFT will not be considered and will have to be scheduled and taken over.**

D.2.3.3 When pack tests must be scheduled to meet urgent training needs, the ODF Protection Contract Services Unit may waive the seven (7) working day notification requirement. CONTRACTOR must identify reason for emergency and make such requests for waiver by fax to (503) 945-7494 no later than 24 hours before scheduled start date and time.

D.2.3.4 No later than seven (7) working days following administration of each pack test, CONTRACTOR or the Firefighting Contractor Association must provide the ODF Protection Contract Services Unit with a roster including the names and 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.

D.2.3.5 GOVERNMENT reserves the right to monitor the administration of pack tests for compliance with the NFS "Work Capacity Fitness Test Instructor's Guide." 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 an employee present for testing will receive notification of non-compliance and the test will not be considered. A second failure to comply with testing standards, or tests performed without the required notice may result in administrative action.

D.2.3.6 **PACK TEST CANCELLATION.** In the event a pack test must be cancelled, CONTRACTOR or the Firefighting Contractor Association must notify ODF in writing (letter or fax) as soon as practicable but in any event, no later than two (2) working days prior to the date and time of the scheduled test. If the situation prevents giving the written notification set forth above, the CONTRACTOR must telephone the ODF Protection Contract Services Unit. Failure to provide notification may result in administrative action.

D.3 DISPATCHING

D.3.1 DESIGNATED DISPATCH LOCATION

D.3.1.1 The city location and physical address required under Section A, Introduction and Summary of Solicitation, will be the original DDL for CONTRACTOR'S Crew(s). Crew Members used by CONTRACTOR to staff a Crew must be within a reasonable distance from the DDL to allow safe, responsive compliance with Section D.3.2.7 below. The Point of Hire is the physical location from which a Crew is hired, which may be the DDL, an Incident managed by GOVERNMENT, or another location agreed upon by CONTRACTOR and GOVERNMENT.

D.3.1.2 The DDL must be approximately 3000 dedicated square feet (excluding any structure or vegetation located on the property). **Monitoring of dispatch location activity requires the DDL to be available twenty-four (24) hours a day for the term of the Agreement. To meet GOVERNMENT requirements the DDL must be dedicated for the specific dispatch of Crews and monitoring.** This dedicated area must accommodate all Crew personnel, equipment, CONTRACTOR and GOVERNMENT vehicles to safely allow inspection by GOVERNMENT. (See Exhibit CC). Crew inspections will not take place on a public thoroughfare. If multiple Crews will be dispatched from the same city, they must all have the same physical address. Once the Proposal is submitted, the Proposer may not change the physical address of the DDL (except through the proposal modification process or as identified below.) Post Office Boxes, or a physical address of a Post Office Box, will NOT be accepted or considered responsive. The Contract Officer, upon written request from CONTRACTOR, may allow CONTRACTOR to change the physical address of the DDL. Any change in physical address of DDL must be within the same geographic area and host site and offer equal or better support facilities than the previous location.

D.3.1.3 CONTRACTOR identification of such city location and physical address shall be a certification that, unless otherwise noted as unavailable in the Resource Order Statusing System (ROSS) described in Section D.3.5.2 below, the Crew or Crews listed for such location and address **WILL BE AVAILABLE TO MEET RESPONSE TIME AT SUCH LOCATION AND ADDRESS DURING THE TERM OF THIS AGREEMENT.**

D.3.1.4 If CONTRACTOR'S Crew fails to arrive at the Incident by the arrival time required by the dispatching office, or if CONTRACTOR fails to provide a fully staffed Crew, GOVERNMENT, in its sole discretion and in addition to any other remedies that may be available to it under the Agreement or applicable law, may take such steps as GOVERNMENT deems appropriate under the circumstances, including without limitation termination of the Agreement by ODF.

D.3.1.5 CONTRACTOR must immediately notify ODF by written instrument on company letterhead signed by an authorized company owner or representative of the closure of any DDL. No additional DDL(s) will be accepted following the Proposal Due Date. Closure of a dispatch location will result in the termination of Crew(s) identified with that location. CONTRACTOR must provide notice in writing to the Single Point of Contact listed in Section C.2.2 within thirty (30) days of any change to CONTRACTOR'S main business location. CONTRACTOR shall provide ODF 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: Don Moritz, Contract Manager, Oregon Department of Forestry, 2600 State Street Bldg E, Salem, Oregon 97310.

D.3.1.6 Falsification of DDL information is cause for rejection of the Crew and termination of the Agreement at no expense to GOVERNMENT.

D.3.2 ORDERING PROCEDURES

D.3.2.1 GOVERNMENT shall initiate all requests for Services under this Agreement.

D.3.2.2 GOVERNMENT intends to dispatch Crews that provide the most effective and efficient capability to control the fire. GOVERNMENT representatives at the Incident reserve the right to determine the level of Services required from CONTRACTOR. GOVERNMENT reserves the right to order Crews consisting of less than twenty (20) persons. See Sections D.1.1 and D.1.6.

Based on the fire emergency, GOVERNMENT will use price, response time and technical ranking of resources as a basis of conducting a trade off process to determine Best Value strike team for dispatch. All Strike Team resources must arrive as a complete unit at the designated location at the stated required time.

D.3.2.3 For initial attack GOVERNMENT normally will dispatch resources from the DDL closest to the Incident. However, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any deviation will be within the discretion of GOVERNMENT, and shall not be deemed a violation of any term or condition of this Agreement. See Exhibit BB. CONTRACTORS offered an assignment for a 10-person Initial Attack crew (See Section D.1.6) shall have a half (1/2) hour to confirm that a 10-person Initial Attack crew is available and that the departure time and expected arrival time at the Incident required by the dispatcher can be met. CONTRACTOR will have at a maximum one (1) hour after confirming availability to begin travel to the GOVERNMENT'S designated delivery site or other location specified by GOVERNMENT.

D.3.2.4 At the time of dispatch or re-assignment, GOVERNMENT will provide a Resource Order Form, including an Incident project name, Incident project order number and request number, to CONTRACTOR. CONTRACTOR must hand over a copy of the Resource Order Form, Agreement Award Summary Sheet, and Handcrew Manifest Form to the Incident Commander or GOVERNMENT authorized representative upon check-in at the Incident. CONTRACTOR shall carry a copy of the entire Agreement. Without these documents, CONTRACTOR will not be allowed to work on the Incident.

D.3.2.5 The Point of Hire shall be CONTRACTOR'S DDL or, if CONTRACTOR'S Crew is already in place at an Incident, the current Incident location managed by GOVERNMENT.

D.3.2.6 When offering CONTRACTOR an assignment, GOVERNMENT shall identify the type of assignment (i.e., wildfire or severity). See Section D.8.1.9 for severity. Upon receiving a dispatch call from GOVERNMENT (other than initial attack), CONTRACTOR will normally have one (1) hour to confirm that a 20-person Crew is available and that the departure time and expected arrival time at the Incident required by the dispatcher can be met. If CONTRACTOR does not confirm availability within time specified, or if CONTRACTOR responds with a departure time or expected arrival time that is not acceptable to the dispatcher, the dispatcher may cancel the order without compensation to CONTRACTOR. If CONTRACTOR turns down an assignment, other than severity, CONTRACTOR shall immediately status its Crew as unavailable for a period of 24 hours (unless agreed otherwise by GOVERNMENT). CONTRACTOR will have at a maximum two (2) hours after confirming availability to begin travel to the GOVERNMENT'S designated delivery site or other location specified by GOVERNMENT. The urgency of the dispatch may require GOVERNMENT to offer less than one (1) hour to confirm availability of a 20-person Crew and begin travel to the incident. GOVERNMENT shall allow safe and reasonable assembly and travel time to incident.

D.3.2.7 With the exception of Crews hired at an Incident, GOVERNMENT may require that CONTRACTOR assemble its Crew at the DDL provided in CONTRACTOR'S Proposal, or other location as directed by Government (allowing adequate travel adjustment) following CONTRACTOR'S confirmation (as specified in Section D.3.2.6 above) that the Crew is available. If CONTRACTOR accepts a Resource Order and then turns down the assignment after being asked to assemble, that Crew will be suspended indefinitely. GOVERNMENT may monitor CONTRACTOR'S compliance with the assembly requirements in this Section. If CONTRACTOR fails to comply with the assembly requirements, GOVERNMENT, in its sole discretion, may cancel the dispatch and order other Crews. Falsification of DDL information will be cause for rejection of the Crew and termination of the Crew from the Agreement at no expense to GOVERNMENT.

D.3.2.8 HAND CREW MANIFEST Prior to the Crew's departure from its DDL, or within two (2) hours of accepting an assignment, CONTRACTOR must fax a completed Handcrew Manifest Form to the dispatching office ***and the ODF Protection Contract Services Unit*** including resource order form. Use the GOVERNMENT Handcrew Manifest Form Exhibit T. (An example manifest is included with Exhibit T.) The first 4 names listed on the Handcrew Manifest Form shall be the CRWB and 3 FFT1 employees that will act as supervisory personnel for the crew. 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. Crew Members listed on Handcrew Manifest Form shall include only those names listed on the Company Manifest previously submitted to the PCSU as required under Section D.5.5.1.

D.3.2.9 Crews that do not arrive with the agreed upon Crew dispatch strength or equipment will be in non-compliance with the Agreement. GOVERNMENT may invoke any of its available remedies.

D.3.2.10 Crews or Crew Members may on occasion be dispatched to locations outside the states of Oregon and Washington. Dispatch to such locations will be in accordance with

established GOVERNMENT procedures. A qualified Contract Representative North West (CRNW) may be assigned to assist CONTRACTOR and GOVERNMENT. If CONTRACTOR accepts a dispatch to a state other than Oregon or Washington, CONTRACTOR agrees to comply with all legal requirements of such state.

D. 3.2.11 CONTRACTOR must provide Crews at the times and places requested by GOVERNMENT. GOVERNMENT reserves the right to provide transportation of Crews to Oregon and Washington Incidents at GOVERNMENT discretion.

D.3.2.12 Crews or Crew Members may on occasion be transported by air within the states of Oregon and Washington or elsewhere. When transportation by air occurs, GOVERNMENT chartered flights may be arranged for and paid by GOVERNMENT. When Crews are transported by commercial flights GOVERNMENT shall reimburse the CONTRACTOR for air transportation costs. These costs may include any related transportation costs incurred by CONTRACTOR from the dispatch-designated air terminal and return to that air terminal or other public transportation terminal (bus or train station) unless GOVERNMENT changes the return destination. See Exhibit W for Air Transport specifications.

D.3.2.13 Crews will generally be ordered with CONTRACTOR transportation. When a Crew is ordered without CONTRACTOR transportation and after the Crew arrives at the Incident and GOVERNMENT determines transportation is needed for the Crew, GOVERNMENT shall provide appropriate Crew transportation if available. When transportation is not available locally, GOVERNMENT may request the CONTRACTOR to bring Crew transportation to the Incident from CONTRACTOR'S DDL. When this is necessary GOVERNMENT shall order CONTRACTOR'S vehicles and CONTRACTOR shall be entitled to reimbursement for the driver costs (at the Proposal rate) associated with the transport of the vehicles, and Subsistence (as described in Section D.8.2) 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.3.3 CONTRACT AND CREW REPRESENTATIVE

D.3.3.1 Contract Representative Northwest (CRNW). When Crews are dispatched, GOVERNMENT may assign a qualified Contract Representative Northwest.

D.3.3.2 Crew Representative. CONTRACTOR may assign a crew representative as liaison between CONTRACTOR'S Crew and GOVERNMENT at an incident. Crew Representatives 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 and not considered a member of the 20 person Crew and not listed on the Handcrew 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. (See Exhibit A, Crew Representative)

D.3.4 ISSUES/CLAIMS RESOLUTION

D.3.4.1 CONTRACTOR must submit any complaints or concerns regarding the dispatch and mobilization process in writing to the Incident Host Unit (see Exhibit A for definition) for resolution. If the Incident Host Unit is unable to resolve the issue, CONTRACTOR must submit the complaint or concern in writing to the ODF Protection Contract Services Unit Contract Officer.

D.3.4.2 GOVERNMENT may elect to hire a Crew that arrives at the Incident with no fewer than 18 Crew Members **as specified at time of dispatch**. If CONTRACTOR agrees to add additional Members to bring the Crew up to the Agreement standard of 20 people (or the Crew size agreed upon in writing at time of dispatch), CONTRACTOR must comply with the agreed-upon Crew size within 24 hours of the Crew's arrival at the Incident, unless a different deadline is specifically agreed upon in writing by GOVERNMENT,. Travel time to the Incident will not be paid for additional

Crew Members necessary to complete a 20-Member Crew (see Section D.8.1.18). Whenever a change in manifest occurs, an updated Handcrew Manifest Form shall be faxed to the ODF Protection Contract Services Unit.

D.3.4.3 If CONTRACTOR is unable to bring Crew strength to 20 people (or the Crew size agreed upon in writing at time of dispatch), within 24 hours, or by a different deadline specifically agreed upon in writing by GOVERNMENT, GOVERNMENT may in its discretion hire CONTRACTOR Crew, notwithstanding the fact that it is under-strength. If the Crew is hired under this subsection, the Incident becomes the Point of Hire for the entire Crew. In that case, NO TRAVEL TIME TO THE INCIDENT SHALL BE PAID, but GOVERNMENT will pay travel time to return to the DDL, or other Incident as specified in Section D.3.4.4.

D.3.4.4 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.

D.3.4.5 If at any time, while assigned to an incident, CONTRACTOR crew strength is reduced to less than 20 people (as agreed at time of dispatch), GOVERNMENT may allow CONTRACTOR to continue working and to bring crew strength up to 20 people within 24 hours. If crew strength is reduced below 18, GOVERNMENT reserves the right to demobilize crew.

D.3.4.6 OTHER DUTIES AS ASSIGNED. GOVERNMENT may assign Crew Members to other duties in connection with the wildfire assignment if the Crew Members 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. Suppression activities will be paid at the crew hourly rate. Shifts worked must be within work rest guidelines. For severity assignments, see Section D.8.1.9. See Exhibit A definition of "On Shift".

D.3.5 STATUSING

D.3.5.1 It is the CONTRACTOR'S responsibility to accurately status crews in ROSS. Any crew statused as available must be within 2 hours of their DDL as specified in Section D.3.1. Crews shall not be statused as available until after the mandatory 2 days off as specified in Section D.5.8.1.

D.3.5.2 GOVERNMENT has initiated a computer-based dispatching program, located on the Internet at web site <http://ross.nwccg.gov>, called ROSS (Resource Ordering and Status System). CONTRACTOR must maintain and update CONTRACTOR'S Crew availability status in ROSS on a regular basis. GOVERNMENT will provide each CONTRACTOR one unique user name and password that will allow access to ROSS for the purpose of updating Crew availability. CONTRACTOR shall not report the status of a Crew as "available" until the Crew has been demobilized and released from a prior Incident. Crews returning from assignment or in travel status must not be statused as available. Upon returning to the DDL following an assignment, CONTRACTOR must meet work rest and length of assignment requirements, as specified, prior to statusing crews as available in ROSS. If CONTRACTOR cannot access ROSS because it is down, CONTRACTOR may report the status of Crews by **fax (DO NOT CALL)** to the Host Unit. In such event the Host Unit will update the status of CONTRACTOR'S Crew(s) on ROSS. See Exhibit U.

D.3.6 PHONE CALLS

3.6.1 CONTRACTOR must restrict phone calls to GOVERNMENT dispatchers. CONTRACTOR must not call GOVERNMENT dispatchers to status crews as available, or 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. Questions regarding dispatch compliance must be directed to USFS Contract Operations Specialist at 503-808-2328. Calls regarding ROSS can be directed to the source identified in Exhibit U.

D.4 INSPECTION AND ACCEPTANCE OF EQUIPMENT AND PERSONNEL

D.4.1 INCIDENT INSPECTION

D.4.1.1 Crews that arrive at the Incident deficient in any way, including but not limited to identification cards for each employee, personal protective equipment, (except Crew size), etc., will be considered to be in non-compliance with Contract specifications. GOVERNMENT at the Incident may, in its discretion, reject any non-compliant Crew, or may allow CONTRACTOR up to twenty-four (24) hours to remedy the deficiencies. (See Section D.3.4 for under-strength Crews.) In any event, GOVERNMENT will not pay travel time for Crews that arrive at the incident in non-compliance with Contract specifications.

It is the CONTRACTOR'S responsibility to arrive at the incident compliant with Contract specifications. GOVERNMENT may inspect the CONTRACTOR'S Crews and equipment at any time. GOVERNMENT may allow CONTRACTOR to work prior to inspection. Any CONTRACTOR found non-compliant will be subject to all remedies deemed appropriate by GOVERNMENT.

D.4.1.2 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:

- a. Discharge the Crew from the Incident and no travel time shall be paid; OR
- b. Elect to hire the Crew and, if available, furnish the necessary accountable, durable and/ consumable property to bring the Crew into compliance, in which event the Point of Hire and Point of Release will be the Incident.

D.4.1.3 CONTRACTOR is responsible for obtaining written verification, upon arrival at each Incident, of GOVERNMENT'S acceptance of any Crew strength or composition that differs from the standard 20-person Crew. CONTRACTOR must maintain agreed upon Crew strength until the Crew is released from the Incident by the GOVERNMENT.

D.4.1.4 GOVERNMENT will not pay return travel time to the Point of Hire upon release of CONTRACTOR or removal of CONTRACTOR'S employees from an Incident for documented violations of terms and conditions of the Agreement which CONTRACTOR fails to correct following notice and a request to correct by GOVERNMENT.

D.4.1.5 CONTRACTOR must provide to GOVERNMENT a complete Handcrew Manifest Form for each Crew upon arrival at the Incident. CONTRACTOR must provide a new Crew manifest to the Incident Finance Section and the ODF Protection Contract Services Unit before the next operational period when a change in personnel occurs (see Exhibit T). A CONTRACTOR who fails to provide a new manifest (see Section D.3.2.8) will be subject to all remedies deemed appropriate by GOVERNMENT.

D.4.1.6 Upon arrival at the Incident, CONTRACTOR must provide to GOVERNMENT a complete manifest (see Exhibit X) of equipment supplied, including specific brand names, size, serial numbers, color (if applicable), and identifying marks, etc. CONTRACTOR shall provide a new equipment manifest when a change in equipment occurs. Any equipment marked or identified as property of any GOVERNMENT agency shall be surrendered by CONTRACTOR during demobilization process or GOVERNMENT request. CONTRACTOR is responsible to replace any of CONTRACTORS equipment that becomes lost or damaged.

D.5 GENERAL REQUIREMENTS

D.5.1 By accepting a dispatch, CONTRACTOR warrants that it has all permits, licenses, and other authorizations required by the jurisdiction to which CONTRACTOR is responding and for which CONTRACTOR is providing a Crew and further warrants that CONTRACTOR is not subject to any actions or proceedings, legal or otherwise, that would impede CONTRACTOR'S ability to perform under the Agreement.

D.5.2 VEHICLES

D.5.2.1 Vehicle Identification. CONTRACTOR vehicles must have 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 CONTRACTOR vehicles used under this Agreement must be registered with BOLI.

D.5.2.2 Migrant and Seasonal Agricultural Worker Protection Act (MSPA) All drivers must have a current, valid State driver's license, MSPA license and must comply with Department of Transportation work/rest requirements. Compliance with MSPA is a material requirement of the Agreement. (See Section E)

D.5.3 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

D.5.3.1 To ensure continued safe, efficient service at the Incident, GOVERNMENT may loan Accountable Property or Durable Property (see definitions under Property in Exhibit A) 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 Accountable Property or Durable Property loaned to CONTRACTOR before departing from the Incident. Federal Accounting Regulations prohibit GOVERNMENT from exchanging or replacing Accountable Property or Durable Property.

D.5.3.2 GOVERNMENT will reimburse CONTRACTOR for CONTRACTOR-owned equipment that GOVERNMENT retains for its use after CONTRACTOR'S departure from the Incident, as specified under the Disputes Act procedures (see Exhibit O). GOVERNMENT shall provide, and CONTRACTOR shall obtain, approval and documentation, issued by the appropriate GOVERNMENTAL operational supervisor, of all GOVERNMENT retention of CONTRACTOR-owned equipment.

D.5.3.3 CONTRACTOR will be charged for Consumable Goods (see definitions under Property in Exhibit A) supplied by GOVERNMENT and used by CONTRACTOR'S Crew(s) while Under Hire (see definition in Exhibit A). The cost of all Consumable Goods, with the exception of those specifically listed below, will be deducted from payment to CONTRACTOR. At GOVERNMENT'S discretion, GOVERNMENT may provide the following incidental Consumable Goods at no cost, if available: one-quart plastic container, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while Under Hire.

D.5.4 ACCIDENTS/FIRST AID

D.5.4.1 GOVERNMENT will provide first aid to Crew Members when the need arises due to work on the Incident. In life threatening situations, GOVERNMENT will provide first aid 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 Person 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 OR-OSHA requirements pertaining to numbers of employees trained in first aid.

D.5.4.2 CONTRACTOR must provide the Single Resource Boss - Crew (CRWB) with an adequate supply of appropriate insurance forms and insurance ID card(s). These documents must accompany Crew Member(s) when medically evacuated to a care facility.

D.5.4.3 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 firefighter replacement shall also be reported to the ODF Protection Contract Services Unit.

D.5.5 COMPANY MANIFESTS

D.5.5.1 CONTRACTORS are required to maintain a valid email address for the duration of this Agreement. CONTRACTOR'S electronic company manifest (submitted at the Proposal Due Date and Time) must be emailed to cbeck@odf.state.or.us or may be mailed in an envelope clearly marked "Manifest" (by disk) to GOVERNMENT at the following address: Oregon Department of Forestry, ATTN: ODF Protection Contract Services Unit (PCSU), 2600 State Street, Salem OR 97310. Faxed or hard copy manifest will not be accepted. If a CONTRACTOR does not receive an email confirmation of an electronic submission, please contact the Protection Contract Service Unit at 530-945-7468.

D.5.5.2 On the first business day of July, August, September AND October CONTRACTOR must submit by fax to 503-945-7494, ONLY a summary (**NOT** a complete manifest) of all personnel changes occurring during the previous month, including the date each change occurred. (If there are no changes, an explanatory statement must be sent.) GOVERNMENT shall review the list of employees and the availability of STCR, CRWB, ICT5 and FFT1 qualified employees.

D.5.5.3 Subject to annual extension, a complete hard copy manifest (Exhibit Y) will be required at the time of any Agreement extension, as described in Section G. A complete electronic company manifest must also be emailed to cbeck@odf.state.or.us AND sjohnson@odf.state.or.us. During any annual extension, requirements of D.5.5.2 (**changes only NOT a complete manifest submitted by fax to 503-945-7494**) shall start on the first business day of June, July, August, September and October.

D.5.6 ENGLISH SPEAKING REQUIREMENT

“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 to verify an individual’s capacity for compliance with the GOVERNMENT’S contract requirement that the Strike Team Leader, Crew Boss, Incident Commander Type 5 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).

"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 employee for addition to the individual’s IQC.

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 a Firefighting Contractor association who issues IQC. The Protection Contract Services Unit 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 PCSU unless requested to do so. The issuer of IQC cards shall incorporate one of the specified LSA designations in the IQC Position Qualifications Block. Original LSA certificates shall be placed into section 4 in the firefighter’s training and experience file. (See Exhibit E Training Records Format) Firefighters who do not take or take and do not pass the English language assessment shall be listed as an experienced FFT2 red dot on their qualification card and on all manifests. These firefighters are not to be presented as trainees or offered for incident LSA monitoring. Only FFT1 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process can be issued an IQC showing a language designation as NT after training record verification by a Firefighting Contractor Association. All other supervisory firefighters must complete pre-season LSA testing. NT designation requires language testing and approval at each incident using Exhibit G. 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.

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, STCT, CRWB, FFT1 and ICT5 shall be listed on company manifests 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.

D.5.6.1 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, Incident Commander Type 5 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 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 Section D.5.6.

D.5.6.2 To ensure a uniform process is available to evaluate Strike Team Leader, Crew Boss and Squad Boss compliance with the requirements of Section D.5.6.1 during fire season, GOVERNMENT personnel may conduct English language communication skills assessments of individual CONTRACTOR personnel at an incident, and shall use Exhibit G of this agreement to conduct the assessment.

D.5.7 WORK /REST/LENGTH OF ASSIGNMENT

D.5.7.1 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 and/or rest for every two (2) hours of work or travel).

D.5.7.2 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.5.7.3 Work/Rest Guidelines. Work/rest guidelines should be met on all Incidents. CONTRACTOR shall plan for all personnel to be provided a minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest).

Work shifts that exceed 16 hours and/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.

The IC (Incident Commander) AA (Agency Administrator) 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, as described in Section D.5.7.7. The Excess Hours Log found in the Appendix Tool Kit of the Interagency Incident Business Handbook is an acceptable method of documentation.

D.5.7.4 Initial and Extended Attack. The initial attack Operational Period begins at the time of dispatch. GOVERNMENT must approve and document Operational Periods that exceed 16 hours. The initial 16 hours can be exceeded only with prior approval from the AA, the IC, or their designee responsible for the Incident, and only if it is essential to accomplish immediate and critical suppression objectives or to address immediate and critical firefighter or public safety issues. After

that initial Operational Period exception, the 2:1 work rest guidelines must be met before a Crew returns to work.

D.5.7.5 Travel/Driving Limitations. These standards address driving by personnel actively engaged in wildland fire or all-risk response 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 be followed during mobilization and demobilization as well. CONTRACTOR must ensure that Crews comply with the following driving time limits when traveling to and from an Incident by motor vehicle:

- a. 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;
- b. No single driver may exceed ten (10) hours driving time within any duty day;
- c. Each driver must be given at least eight (8) hours off between each duty day; (Exceptions are allowed when essential to accomplish immediate and critical suppression objectives or address immediate and critical firefighter or public safety issues);
- d. Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving (behind the wheel) time limitation of 10 hours; and
- e. Documentation of mitigation measures used to reduce fatigue is required for drivers who exceed 16 hours work shifts. This is required regardless of whether the driver was still compliant with the 10 hour individual (behind the wheel) driving time limitations.

D.5.7.6 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 26,000 pounds or more), all drivers must comply with DOT Regulations, as found in 49 CFR 383 and 390-397.

D.5.7.7 CONTRACTOR must employ measures to prevent driver fatigue whenever possible. These measures may include, without limitation:

- a. additional drivers operating within the appropriate duty day limitations;
- b. reducing the length of the duty day;
- c. expanded rest requirements; or
- d. alternative travel methods

D.5.7.8 This Agreement does not authorize the use of red lights or sirens nor does it authorize speeding to or from an Incident.

D.5.7.9 CONTRACTOR shall provide adequate food, water and lodging for Crew Members during travel from the Point of Hire until end of first shift worked.. GOVERNMENT does not furnish lodging unless GOVERNMENT directs CONTRACTOR to authorized designated facilities. (See Section D.8.2, Subsistence). GOVERNMENT will pay travel from incident to lodging site when directed by GOVERNMENT. Documentation from GOVERNMENT shall be in writing (in addition to Resource Order) and include the name of GOVERNMENT representative authorizing subsistence.

D.5.7.10 GOVERNMENT shall give each Crew Rest and Recuperation time (see Exhibit A for definition) adequate for its safety while at the Incident.

D.5.7.11 The Incident Commander is authorized to determine the need for Rest and Recuperation for all personnel provided under this Agreement. Vehicles must be shown on the Handcrew Manifest Form (Exhibit T) 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 of this Agreement. If CONTRACTOR or any of CONTRACTOR'S employees 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 Crew(s), CONTRACTOR will be considered non-compliant and will be subject to administrative action.

D.5.8 DURATION OF CREW ASSIGNMENTS

D.5.8.1 Generally, Crew assignments are limited to 14 days or less, **exclusive of travel** from and to home DDL, except for Severity Activity as described in Section D.8.1.9. 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 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 on ROSS during the mandatory 48 hour rest period after the Crew's return to its DDL. (See Section D.3.5) 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.
See Exhibit A definition length of assignment.

D.5.8.2 GOVERNMENT may retain a Crew Under Hire after the fourteenth (14th) day of an assignment. Prior to assigning resources to back-to-back assignments, their health readiness, and capability must be considered. The health and safety of incident resources will not be compromised under any circumstances. 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 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. 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 GOVERNMENT and CONTRACTOR agreement. Upon demobilization from an Incident, regardless of extension duration, the Crew must return to its DDL for two mandatory days off. CONTRACTOR may not replace the entire crew to avoid demobilization from incident. Contract 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 on ROSS during the mandatory forty eight (48) hour rest period after the Crew's return to its DDL. (See Section D.3.5). 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. (See Exhibit A - defining length of assignment).

D.5.9 LAUNDRY SERVICE

D.5.9.1 CONTRACTOR shall maintain in good repair, and shall clean at sufficient intervals to preclude unsafe working conditions, all Personal Protective Clothing and Equipment required by Section 6.0 of this Agreement.

D.5.9.2 If GOVERNMENT establishes laundry service 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 CONTRACTOR 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.

D.6 PROTECTIVE CLOTHING AND EQUIPMENT

Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body. The CONTRACTOR must train all workers that use such equipment in the safe operation and use of the equipment. CONTRACTOR must not use, or permit its employees to use, defective or damaged personal protective equipment.

D.6.1 EQUIPMENT

D.6.1.1 CONTRACTOR must ensure that each Crew arrives with shelters (see Section D.6.1.13), 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
HAZEL HOE	3 LB. HEAD	36" HANDLE	04	08
PULASKI	3 3/4 LB. HEAD	36" HANDLE	05	10
SHOVEL	SIZE 0 or 1 ROUND POINT	LONG HANDLED	04	08
POWER SAW (For line construction only)	W/GAS & OIL FOR FIRST SHIFT WORK and kit (D.6.1.15)	Minimum 24" bar	02	03
10 MAN BELT 1 ST AID KIT	See D.6.1.5 for minimum supplies required		01	02
Belt Weather Kit (IA crews only)	1.5 LB		01	02
Fire extinguishers	For chainsaws – 8 oz. minimum capacity by weight For vehicles – UL rating of at least 4. BC			

D.6.1.2 CONTRACTOR shall supply a minimum of four (4) multi channel programmable hand held radios with one programming or cloning cable, if necessary for programming, per 20-person Crew to facilitate communications between overhead personnel and Crew. Authorized radios may be found at the NIFC Wildland Fire Communications site <http://www.fireradios.net/>. 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 wide band/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 FS frequencies for other than fire suppression activities.

D.6.1.3 Radios found on the Forest Service approved radio contract are acceptable as well as approved equal radios per section

D.6.1.3(a). For purposed of this agreement, an "approved equal" radio is one whose performance is equal to or better than the product brand named, as determined by ODF. To request ODF approval of an "approved equal" radio, CONTRACTOR must submit in writing to the Single Point of Contract in Section B.2.2, **in advance of the proposed use** of the equipment, information sufficient to allow ODF to determine the compatibility of the proposed equipment. GOVERNMENT reserves the right to reject any equipment it deems is not compatible or approved equal to the radio brands specified above.

D.6.1.3(b) Inquiries for Forest Service approved radios should be directed to: National Interagency fire Center, Communications Division, Steve Jenkins (208) 387-5485.

D.6.1.4 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.

D.6.1.5 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.

D.6.1.6 CONTRACTOR shall ensure that all Crew Members arrive at the Incident wearing the Personal Protective Clothing and Equipment listed in Sections D.6.1.6 through D.6.1.14. CONTRACTOR shall ensure that the Personal Protective Clothing and Equipment is operable and maintained in good repair throughout the duration of any assignment.

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 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.

D.6.1.7 Boots. CONTRACTOR must 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 which will protect the employee 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).

D.6.1.8 Hard Hat. CONTRACTOR must provide, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears, a hard hat 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: Hardhat meeting NFPA 1977, 1998, or 2005 edition standard for protective clothing and equipment for wildland firefighting is required.

D.6.1.9 Gloves. One pair per person (leather).

D.6.1.10 Goggles. One pair per person. CONTRACTOR must provide 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.

D.6.1.11 Head Lamp. With batteries and attachment for hard hat.

D.6.1.12 Water Container. One-quart size, one per person required, two per person recommended. The water container must be full on arrival to Incident.

D.6.1.13 Fire Shelter. Must be National Fire Protection Association (NFPA) approved.

D.6.1.14 Flame Resistant Clothing (Shirt and Pants). Two full sets of flame resistant shirt and pants for every 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.

D.6.1.15 Chain Saw Kit (Power saw operators only). Three (3) chainsaw kits are required for each 20 person hand crew. Each kit shall consist of a chainsaw (minimum 24 inch Bar and 3.60 cubic inch size motor), chaps, extra chain, srench, and file. A falling axe and falling wedges are required for bucking down trees. CONTRACTOR shall provide employees 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 6170-47. The chaps 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. All CONTRACTOR employees who operate chain saws must have S-212 classroom training. Sawyers for Initial Attack crews will be Class B faller qualified. Power saws may be used for fireline construction, mop-up or clearing access routes and emergency escape routes or safety zones. Crew Members with S-212 class room training or Class B fallers shall not perform as hazardous tree fallers. Certification of sawyers and Class B fallers will be valid from the date of issuance by the third-party provider as long as the individual firefighter maintains currency of ICS position. CONTRACTOR shall provide hearing protection where there is a potential for hearing loss due to high intensity noise, e.g., chain saw operation.

D.6.1.16 CONTRACTOR shall be solely responsible for determining if Personal Protective Clothing in excess of the requirements stated in this Section is appropriate or necessary for each Incident.

D.6.1.17 GOVERNMENT may loan personal protective clothing during use at an Incident. However, GOVERNMENT will not replace on a permanent basis any CONTRACTOR-supplied personal protective clothing.

D.7 MAINTENANCE AND REPAIR

D.7.1 VEHICLES

D.7.1.1 CONTRACTOR shall provide dependable ground transportation that meets all state and federal laws relating to motor vehicles. The vehicle(s) must be capable of providing transportation to and from the fire line. CONTRACTOR shall ensure that all seat belts are in operable condition, available and used by every passenger in any vehicle while in motion. CONTRACTOR shall require drivers to ensure that all vehicle occupants use seat belts.

D.7.1.2 CONTRACTOR shall be responsible for maintaining CONTRACTOR'S vehicles in working order at all times.

D.7.1.3 Vehicle(s) that become inoperable at an Incident will be towed at CONTRACTOR'S expense.

D.7.1.4 GOVERNMENT reserves the right to conduct CONTRACTOR worker transportation vehicle safety inspections at the Incident.

D.7.1.5 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 to by GOVERNMENT. If the vehicle is not brought into compliance or replaced, and GOVERNMENT elects to hire the Crew, the Incident will become the Point of Hire.

D.7.1.6 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.

D.8 FINANCE

D.8.1 COMPENSATION, TIMEKEEPING AND PAYMENT CONDITIONS.

D.8.1.1 CONTRACTOR will receive compensation for time CONTRACTOR'S Crew(s) spend On-Shift (see definition in Exhibit A) under this Agreement according to the following schedules:

- a. State of Oregon (for Incidents on lands protected by the State of Oregon) – see Exhibit L;
- b. State of Washington (for Incidents on lands protected by the State of Washington) – see Exhibit N;
- c..... United States (for Incidents on federal lands) – see Exhibit P.

D.8.1.2 LIMITATION OF LIABILITY. 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.

D.8.1.3 CONTRACTOR'S Crew must have a copy of the entire Agreement, Resource Order and the Agreement Award Summary sheet (Exhibit AA) with them at the Incident in order to expedite the payment and billing process.

D.8.1.4 GOVERNMENT shall pay CONTRACTOR at the Proposal Rate when a Crew is Under Hire and On Shift (except for Severity Activity).

D.8.1.5 Compensable meal periods are the exception, not the rule. [See 5 CFR 551.411 (c) and 29 CFR 785.19 (a)]. Personnel on the fireline may be compensated for their meal period if all of the following conditions are met:

1. The fire is not controlled, **and**
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, **and**
3. The compensable meal break is **approved** by the 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 fires, the use of the ODF Emergency Personnel Shift Ticket, form #629-1-2-2-603 is acceptable.

In those situations where incident support personnel 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 fires 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." Compensable meal breaks include time spent eating while traveling in a plane, bus, or other vehicle.

For fireline personnel after control of the fire, a meal period of at least 30 minutes must be ordered and taken for each six hours on duty (e.g., a minimum 30 minute break in an 8 to 12 hour shift, a minimum 60 minute or two 30 minute breaks in a 12 to 16 hour shift).

D.8.1.6 TRAVEL PAY. Compensable travel time via ground transportation shall be calculated by dividing distance (from DDL to Incident, or return to DDL, 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 DDL to the Incident.

D.8.1.7 SHIFT BRIEFINGS. Only the Single Resource Boss of a Crew is required by the GOVERNMENT to attend operational period briefings, and will be reimbursed for this time. A maximum of four people per Crew may be compensated for attending the briefings, but only if CONTRACTOR requests such compensation and GOVERNMENT approves. The following positions may be eligible for attendance or compensation, subject to GOVERNMENT approval, under the provisions of this Section: Single Resource Boss or Trainee, and Squad Boss or Trainee. To be eligible, Trainees must have an initiated PTB and be listed on the manifest as such. Strike Team resources will require the Strike Team Leader to attend the operational period briefing.

D.8.1.8 INCIDENTAL ITEMS. CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required under any contract that results from this Agreement. Payment for work will be made only for those items described in the Agreement. No payment will be made for costs associated with equipment support, shift briefings (except as described in Section D.8.1.7), **STCR trainee, invoice reconciliation or check out time.** ***These costs are considered incidental and are to be incorporated into the crew hourly rate.***

Check in time is considered compensable. GOVERNMENT may release CONTRACTOR at the check in point and schedule a return time for check in. If the CONTRACTOR is released at the check in point compensation is not authorized until the CONTRACTOR returns to the check in point at the scheduled time.

D.8.1.9 SEVERITY ASSIGNMENTS. CONTRACTORS are not required to accept severity assignments. (See Section D.3.2.6). CONTRACTOR will be paid for all On-Shift time (see Exhibit A) from the beginning of shift until the end of shift, with the exception of lunch breaks. (See Section D.8.1.5, Compensable meal periods). Duties performed in connection with severity shall be limited to light duty with limited travel required for assignment activities.

Length of shifts under Severity Activity will normally consist of 10-hour days including travel. (See Exhibit A for definition of Severity Activity). Severity assignments will be paid at 85% of CONTRACTOR'S crew hourly rate. Severity work that exceeds 10 hours will be paid at CONTRACTOR'S crew hourly rate for all hours in excess of 10 hours. Lunch breaks are non-compensable while on severity assignments.

While on severity assignments and the Crew is dispatched for fire suppression, the suppression rate of pay shall apply from the time of dispatch on that day until the end of the shift. The suppression rate shall continue to apply as long as the Crew is in contract compliance, and until the Crew has been released from the Incident and has returned to the Point of Hire.

D.8.1.10 SHIFT GUARANTEE. Except for first day of dispatch and last day of release to DDL, for each calendar day the Crew is Under Hire CONTRACTOR is entitled to be paid a minimum guaranteed payment (the "Guarantee Rate") of not less than the following: (8 hours) x (number of Crew Members) x (Crew Hourly Rate specified in the Agreement).

D.8.1.11 SHIFT GUARANTEE EXCEPTIONS.

- a. For the first day of dispatch and last day as released to DDL, CONTRACTOR will be compensated for the actual hours worked including travel time.
- b. 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. No minimum guaranteed payment applies if CONTRACTOR cancels a confirmed dispatch at any time or if CONTRACTOR, or the Crew is not compliant with the terms of this 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.

D.8.1.12 CLAIMS RESOLUTION. If compensation issues/claims arise on an Incident, CONTRACTOR shall first bring those issues to the attention of the Incident Procurement Unit Leader (PUL) or, if the PUL is not available, to the Incident Finance Section Chief. If neither the PUL 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 Incident Host Unit is unable to resolve the issue, CONTRACTOR shall submit the complaint or concern, in writing, to the Single Point of Contact listed in Section B.2.2.

D.8.1.13 ASSIGNMENT OF CLAIMS.

STATE JURISDICTION FIRES. 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.

- (1) Oregon assignment of claims contact: Oregon Department of Forestry, Accounts Payable Coordinator, 2600 State Street, Salem, OR 97310. Telephone contact number: (503) 945-7234.
- (2) 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.

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 R). 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.

D.8.1.14 CALL BACK. GOVERNMENT shall compensate CONTRACTOR for one (1) hour call-back time if a Crew order has been CONFIRMED by CONTRACTOR and is then canceled by GOVERNMENT before 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 Section D.8.1.6 for actual distance traveled.

D.8.1.15 DAILY TIME RECORDS. CONTRACTOR shall ensure that each Crew provided by CONTRACTOR submits a complete and accurate daily Crew time report, signed by the Crew Boss, at the end of each Shift to the individual designated by GOVERNMENT to collect and collate such reports. The first 4 names listed on the Crew Time Report shall be the CRWB and 3 FFT1 employees that are the supervisory personnel for the crew. Failure to submit accurate daily Crew time reports on a timely basis will be a material breach of this Agreement.

D.8.1.16 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 work records, CONTRACTOR and GOVERNMENT shall each sign the daily time report. At no time will CONTRACTOR list more than 20 persons (with exception of a strike team limited to 42 persons) on any daily time report.

D.8.1.17 CONTRACTOR must obtain daily the signature of the designated GOVERNMENT Representative at the Incident on the designated timekeeping record. The GOVERNMENT Representative shall furnish the timekeeping record to the Incident Finance Section daily to facilitate timely payment from GOVERNMENT under this Agreement. If a Crew Member is required to leave the fire due to sickness, injury or termination, that Crew Member's accrual of time for wages shall terminate when the Crew Member(s) or Crew leave the fire line. At no time will GOVERNMENT pay for more than 20 persons (with exception of a strike team limited to 42 persons)

D.8.1.18 TRAVEL TIME CALCULATION. 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. Travel time to the Incident will not be paid for additional Crew Members necessary to complete a 20-Member Crew.

D.8.2 SUBSISTENCE

D.8.2.1 CONTRACTOR shall provide each Crew Member adequate food and water until the end of first shift worked after leaving the point of hire. GOVERNMENT shall furnish food and water after 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.

D.8.2.2 GOVERNMENT, at its discretion during demobilization, reassignment, and associated travel, may provide subsistence to CONTRACTOR personnel without charging CONTRACTOR. Documentation from GOVERNMENT shall be in writing (in addition to Resource Order) and include the name of GOVERNMENT representative authorizing subsistence.

D.8.2.3 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.

D.8.2.4 DURING SEVERITY ASSIGNMENTS. When the Crew 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 Section D.8.2.7.

D.8.2.5 GOVERNMENT does not furnish lodging unless GOVERNMENT directs CONTRACTOR to a designated facility. When directed by GOVERNMENT to a commercial facility, CONTRACTOR shall expect rooms to be booked for double occupancy.

D.8.2.6 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 crew representative or other persons exceeding agreed upon crew strength.

D.8.2.7 For CONTRACTOR travel time exceeding work/rest standards specified in Section D.5.8, or where no fire camp is available and GOVERNMENT determines that commuting is uneconomical, GOVERNMENT may in its discretion either furnish Subsistence or provide an additional payment to CONTRACTOR as follows:

- a. Per Diem (Lodging). When the GOVERNMENT cannot provide campsite and commuting is not feasible, GOVERNMENT will pay actual costs or the per diem rate published by the U.S. General Services Administration web site, www.gsa.gov, whichever is less, based on double occupancy.
- b. Per Diem (Meals). When the GOVERNMENT cannot provide food and drink after the first shift worked GOVERNMENT shall pay an allowance of \$39.00 per crewmember per day. The allowance will be paid as follows: breakfast \$9.75, lunch \$9.75 and dinner \$19.50.
- c. 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-two (42) persons. (STCR and STCR Trainee.)

GOVERNMENT will not provide subsistence on any Crew day Under Hire of less than 8 hours.

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.

D.9 CONTRACTOR PERFORMANCE

D.9.1 CONTRACT ADMINISTRATION. The State of Oregon, acting by and through ODF's ODF Protection Contract Services Unit (PCSU) will provide the contract administration for this Agreement. **GOVERNMENT**-documented reports of non-compliance or material breach of any term of the Agreement may result in administrative action. If an administrative action is taken for material breach, **GOVERNMENT**, after completion of the investigation, will offer the CONTRACTOR an opportunity for a cure meeting. At the cure meeting the CONTRACTOR will be provided the opportunity to challenge the administrative action, offer an explanation or request clarification. The completed investigation and findings from the cure meeting will be presented to the ODF Administrative Review Panel (ARP) for final disposition and remedy.

D.9.2 Evaluation of **CONTRACTOR'S** performance will be based on the Incident Crew Performance Rating Form (ICS 224) which **GOVERNMENT** shall complete at the Incident. A sample of this three-part form is attached as Exhibit V. Unsatisfactory performance is a material breach of this Agreement and may be grounds for dismissal of Crew from an Incident, termination of this Agreement, or invocation by **GOVERNMENT** of any other remedy available to it. **GOVERNMENT** shall provide **CONTRACTOR** with a close out briefing regarding Crew performance at the close of each Incident. At a minimum, one written performance evaluation for the incident shall be completed by the **GOVERNMENT** representative prior to the Crew being demobilized from the incident. **GOVERNMENT** Representative shall give **CONTRACTOR** a copy of the evaluation form(s) at the Incident and shall forward one copy to the Single Point of Contact and one to the Host Unit Dispatch Center. If **GOVERNMENT** Representative does not provide **CONTRACTOR** a written performance evaluation, **CONTRACTOR** shall request the evaluation from **GOVERNMENT** Representative at the Incident. If **GOVERNMENT** Representative does not provide **CONTRACTOR** with the evaluation, **CONTRACTOR** shall notify the Single Point of Contact.

D.9.3 **CONTRACTOR** is responsible for the behavior and satisfactory performance of the **CONTRACTOR'S** Crew and Crew Members at all times while Under Hire. **ODF** may terminate this Agreement for documented material breach of any of the terms and conditions of this Agreement. Documentation of the violation may consist of performance appraisals, investigation report, or other written communications.

D.9.4 **GOVERNMENT** may suspend any strike team, strike team leader, Crew boss, Crew or **CONTRACTOR** that **GOVERNMENT** determines to be in material breach of the Agreement. As a minimum, suspension will remain in effect until completion of an investigation and any subsequent action.

D.9.5 **GOVERNMENT** may demobilize a Crew from an Incident. If a **CONTRACTOR** Crew is demobilized for cause, the Crew (identified by IFCA number) and Crew boss will be suspended indefinitely, 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. If **CONTRACTOR** accepts a dispatch request for a suspended Crew or Crew boss, **ODF** may in its discretion terminate **CONTRACTOR'S** Agreement.

D.9.6 **GOVERNMENT** shall notify the **CONTRACTOR** by faxing a Suspend Order if a **CONTRACTOR'S** Crew(s) has/have been suspended or demobilized for cause (see definition of "demobilized for cause" in Exhibit A; see Exhibit S). **GOVERNMENT** will investigate the circumstances surrounding any suspension or demobilization for cause and will 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.

D.9.7 **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 Contract violation(s) and to propose actions that might be taken by **CONTRACTOR** to mitigate potential administrative actions. **GOVERNMENT** will determine, based on its own investigation and any input provided by **CONTRACTOR**, 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.

D.9.8 **GOVERNMENT'S** response to a violation of the Agreement will take into account, among other factors, **CONTRACTOR'S** actions after suspension to correct the problem, the severity of the violation, the level and responsibility of Crew supervision at the time of Incident, safety concerns and previous contract violations by **CONTRACTOR** and Crew. Nothing in this section shall limit **GOVERNMENT'S** right to invoke any remedy available to it at law or in equity including, without reservation, **ODF'S** right to terminate this Agreement in the event of a material breach of its terms.

D.9.9 An enforcement action taken by **GOVERNMENT** under this section is an order in other than a contested case. **CONTRACTOR** may seek reconsideration of the order by filing a petition for reconsideration of the order with **GOVERNMENT** within sixty (60) calendar days after the date of the order and stating the specific grounds for reconsideration, as provided in OAR 137-004-0080. **CONTRACTOR** may also request a stay of enforcement of the order, as provided in OAR 137-004-0090. Orders in other than contested cases are subject to judicial review as provided in the Oregon Administrative Procedures Act.

D.9.10 If an employee or Crew of **CONTRACTOR** is terminated, quits, or otherwise is released from the Incident for any reason, the **CONTRACTOR** is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a **GOVERNMENT** official 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 deducted from **CONTRACTOR'S** payment. If **CONTRACTOR** does not act in a timely manner (i.e., **CONTRACTOR'S** employee(s) do not depart from the ICP for return to point of hire within the specified time period), the IMT has authority to transport such employee(s) or arrange for such employee(s) transportation and to deduct all such transportation costs from **CONTRACTOR'S** payment.

D.9.11 RESERVATION OF REMEDIES. In addition to any remedies specified above or elsewhere in this Agreement, **GOVERNMENT** reserves the right to invoke any remedy available to it at law or in equity, including without reservation **ODF'S** right to terminate this Agreement or the release from an Incident of any Crew or Crew Member supplied by **CONTRACTOR**, in the event of a breach of this Agreement by **CONTRACTOR**.

D.9.12 WAIVER. Failure by **GOVERNMENT** to enforce any provision of this Agreement shall not constitute a waiver by **GOVERNMENT** of that or any other provision.

D.10 TERMINATION OF AGREEMENT

D.10.1 **GOVERNMENT** expects to award new Interagency Firefighting Crew Agreements on an annual basis. However, notwithstanding this expectation, this Agreement shall terminate upon the earlier of: (a) such date as new Interagency Firefighting Crew Agreement is awarded or extended; or (b) September 30, of the following Calendar Year of award or optional annual extension date.

D.10.2 **ODF** or **CONTRACTOR** may terminate the Agreement for the convenience of the terminating party at any time by providing a minimum of five (5) days written notice to the other party.

D.10.3 **ODF** may terminate this Agreement if **CONTRACTOR** commits a material breach of the Agreement and such breach is not completely cured within the period of time, if any, provided by **ODF** for the cure of such breach.

SECTION E – CONTRACT TERMS AND CONDITIONS - Refer to Exhibit K for the Oregon Department of Forestry, Exhibit M for the Washington Department of Natural Resources and Exhibit O for Federal Acquisition regulations (FAR) Clauses.

SECTION F – INSURANCE REQUIREMENTS

F.1 COMMERCIAL GENERAL LIABILITY. CONTRACTOR shall obtain, at CONTRACTOR'S expense, and keep in effect during the term of this Agreement, commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this Agreement, and products/completed operations liability coverage. 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 when applicable.

F.2 WORKERS' COMPENSATION. The CONTRACTOR, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

F.3 AUTOMOBILE LIABILITY. CONTRACTOR shall obtain, at CONTRACTOR'S expense, and keep in effect during the term of this Agreement, automobile liability insurance covering owned, non-owned and/or hired vehicles, as applicable. 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.

F.4 "TAIL COVERAGE". If any of the required liability insurance is arranged 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 the CONTRACTOR'S insurer will provide such if less than 24 months. CONTRACTOR will be responsible for furnishing 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. This will be a condition of final acceptance of work or Services and related warranties, if any.

F.5 DURATION. All insurance will be required to be kept in effect to the end of the warranty period.

F.6 ADDITIONAL INSURED. The liability insurance coverages, except professional liability if included, required for performance of this Agreement shall include as Additional Insured, 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 Services (USFS), the National Parks Service (NPS), the Bureau of Land Management (BLM), the Bureau of Indian Affairs (BIA), and the United States Fish & Wildlife Service (USF&WS), and their officers, divisions, agents, employees and members.

SECTION G – AGREEMENT EXTENSIONS.

As required in Sections A.2.1.4, C.VII, and Optional Sections C.VIII, C.IX, and C.X of this RFP, PROPOSERS must offer firm pricing for Crews for the 2008 and 2009 fire seasons in addition to offering pricing for Crews for the upcoming 2007 fire season.

This Section describes the procedure for extending the Agreement for the two possible extension terms.

G.1.1 RENEWAL NOTICE. If ODF intends to extend the Agreement with the CONTRACTOR, ODF will notify the CONTRACTOR in writing of ODF'S intent to extend the Agreement ("Renewal Notice") at least 30 (thirty) days prior to the expiration of the current term of the Agreement. If the CONTRACTOR wants to accept the extension, the CONTRACTOR must sign and return the Renewal Notice to ODF by the time specified in the Renewal Notice. If the CONTRACTOR does not return the signed Renewal Notice by the specified time, the Agreement shall expire according to its terms, unless earlier terminated.

G.1.2 RENEWAL DOCUMENTATION. The CONTRACTOR must submit the following documentation to ODF with the CONTRACTOR'S signed Renewal Notice:

- (a) **COMPANY MANIFEST.** A new Company Manifest that lists all employees the CONTRACTOR will use during the extension term, including the required entries for refresher training and pack tests for all employees. (See Exhibit Y and Section D.5.5.3).
- (b) **CORPORATE OFFICERS.** A new, updated **List of Corporate Officers** for the CONTRACTOR'S business organization. (Section C.VII)
- (c) **INSURANCE CERTIFICATES.** New, current insurance certificates for commercial general liability and automobile liability insurance, and proof of compliance with workers' compensation requirements.
- (d) **MSPA LICENSE.** A copy of the CONTRACTOR'S current MSPA Company License. (See Section E).
- (e) **FARM/FOREST LABOR LICENSE.** A copy of the CONTRACTOR'S current Oregon Bureau of Labor & Industries Farm/Forest Labor Contractor license. (See Section E).
- (f) **DESIGNATED DISPATCH LOCATION (DDL).** Current, updated DDL documentation. (See Section D.3.1.2). For each of the DDL, the **CONTRACTOR must submit with the signed Renewal Notice:**
 - (i) A new, dated letter from the owner on which the proposed DDL is located that includes proof of ownership, makes specific reference to the CONTRACTOR, and notes specifically that the landowner grants permission to use the landowner's property as a DDL.
 - (ii) (a) All applicable permits, licenses or approvals, current and up-to-date, from the public entity that has jurisdiction over the real property that will be used as a DDL; **OR**
 - (b) Current documentation from the public entity that has jurisdiction over the property confirming that no permit, license or land-use approval is required for the CONTRACTOR to use the DDL for that purpose. The documentation must include a date, the jurisdictional representative's name, job title, and contact information.

(g) **TRAINING RECORDS FOR SUPERVISORY POSITIONS.** All Incident Qualification Records (training records, experience records, current physical fitness (WCFT) verification, and Position Task Books (PTB's)) for each of the following Positions the CONTRACTOR will employ during the extension term for whom ODF had not previously inspected the records either before the 2006 fire season or before the 2007 fire season:

- (i) Strike Team Leader - Crew (STCR);
- (ii) Single Resource Boss - Crew (CRWB);
- (iii) Incident Commander Type 5 (ICT5); and
- (iv) Advanced Firefighter/Squad Boss (FFT1).

G.1.3 In response to the CONTRACTOR'S submission of the CONTRACTOR'S signed Renewal Notice and the documentation required by Section G.1.2 (a) to (g), ODF will employ the ODF Administrative Review Panel to evaluate the 20-person Crews under **ONLY** the Past Performance Evaluation Factor described in Section E to establish a new re-ranking of the CONTRACTOR for the new Agreement extension period.

G.2.1 If ODF approves the CONTRACTOR'S documentation submitted with the signed Renewal Notice under Section G.1.2 (a) to (g), ODF will deliver to the CONTRACTOR the completed form attached as Exhibit AA, thereby extending the Agreement for one additional one-year period at the price offered for that year in the CONTRACTOR'S Proposal.

G.2.2 The pricing offered by the CONTRACTOR in its Proposal for the 2008 and 2009 extension terms of the Agreement shall be firm throughout those extension periods. However, as provided in Section G.1.1, the CONTRACTOR has the right to accept or reject any extension.

G.2.3 The CONTRACTOR will not be required to offer, for any Agreement extension period, the same number of Crews or the same level of resources the CONTRACTOR offered in its Proposal. However, the CONTRACTOR must offer at least one 20-person Crew in the documentation the CONTRACTOR must submit with its signed Renewal Notice. The evaluation by the ODF Administrative Review Panel under Section G.1.3, above, will be restricted to the 20-person Crews CONTRACTOR offers in the documentation the CONTRACTOR must submit with its signed Renewal Notice.

G.3.1 ODF may decide, at its sole option and discretion, whether to initiate any extension of the Agreement with the CONTRACTOR under Section G.1.1. The CONTRACTOR has no entitlement to any extension of the Agreement. ODF reserves the right, after the expiration of the initial term of the Agreement, to issue no Renewal Notice, to solicit new proposals or offers for fire crew resources, to terminate the fire crew program, or to take any other action with respect to the fire crew contracting program that ODF determines to be in the best interest of ODF, the GOVERNMENT, or the public.

G.3.2 ONE MONTH EXTENSION OPTION. Notwithstanding anything to the contrary in this Section G, ODF State reserves the right, to be exercised in its sole discretion to extend, at the pricing established for the then-current term, the Agreement for a maximum of one (1) calendar month beyond any term. ODF 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.

Exhibit A - Definitions

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

“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.

“Assembly” means a gathering of entire **Crew** to inspect **Crew Members’** identification, equipment and vehicles.

“Best Value” 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 Section C** to arrive at the greatest overall benefit to the **Government**.

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

“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.

“Contract Representative Northwest” or **“CRNW”** means the **Government** agent or employee responsible for assisting in the administration of the **Agreement**.

“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” means “the **Crews, Strike Teams, Strike Team Leaders** and **Initial Attack Crews** 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 II 20-person**, or (b) **Crew - type II 10-person**, or (c) **Crew - type II 10-person Initial Attack (IA)**, or (d) **Strike Team**.

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

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

“Crew - type II 10-person Initial Attack (IA)” means a firefighting unit consisting of 5 Firefighter Type 2 (FFT2), 2 Sawyers (Class B Faller Qualified), 2 Advanced Firefighter/Squad Bosses (FFT1) who are Incident Commander Type 5 (ICT5) qualified, and 1 Single Resource Boss-**Crew** (CRWB), of whom 60% or more have at least one season or more of firefighting experience.

“Crew Representative” means the Agent or employee of **Contractor** responsible for the welfare of the **Crew** and who provides a contact between the **Crew** and the appropriate Incident Management Team.

“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 but not R & R.

“**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**” means the physical location from which a **resource** is dispatched as identified in Section **D.3.1** of the Agreement.

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

“**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**), United States Forest Service (**USFS**), National Parks Service (**NPS**), Bureau of Land Management (**BLM**), and Bureau of Indian Affairs (**BIA**), and United States Fish & Wildlife Service (**USF&WS**), Coos Forest Protective Association (**CFPA**), Douglas Forest Protective Association (**DFPA**), and Walker Range Forest Protective Association (**WRFPCA**).

“**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.

“**Host Unit**” means the Northwest area **Government** dispatch office responsible for dispatching and statusing **Crews** under this **Agreement**. Host Units are the only dispatch offices authorized to place Resource Orders directly to a **Crew**.

“**Hotline**” means suppression action on active flame.

“**Incident**” means emergency or wildfire support activities and events managed by a **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**” means the **Government Representatives** responsible for managing an **Incident**.

“**Length Of Assignment**” means the time period (**Days**) between the first full operational period at the **Incident** or reporting location on the original Resource Order and start of return travel to the **Designated Dispatch Location**. Length of assignment will be exclusive of travel.

“**Master Cooperative Fire Protection Agreement**” or “**MCFPA**” means the agreement between the participating members identified in **Exhibit Z**.

“**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 or destruction of tires and/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).

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

“**On-Shift**” means (a) actual time spent working and (b) **Ordered Stand By** and (c) travel time from **Point Of Hire** or **Designated Dispatch Location** to the **Incident** and return and (d) travel time from the **Incident** base to the fire line and return.

“**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. **Ordered Stand By** is considered **On-Shift** time.

“**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.

“**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 II **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:

- a. **Accountable Property**. **Government** owned items with a purchase price of \$5,000 or more or items which **Government** considers sensitive (e.g., cameras, chainsaws). This property is generally tagged with an identification number.
- b. **Durable Property**. **Government** owned items which have a useful life expectancy greater than one Incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools) and which are not designated as **Accountable Property**. This property may be marked with paint or etching to show “US GOVT,” or a specific marking.
- c. **Consumable Goods**. **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), plastic canteens, and petroleum products). This property is not marked.

“**Proposal Rate**” means the hourly rate at which a **Crew** or **Strike Team** 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 Request**” 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 purposes of firefighting experience, means a period of time of indeterminate length, within which a firefighter has documented satisfactory performance on Type 5, Type 4, Type 3, Type 2 or Type 1 Incident assignments that included at least fifteen (15) Operational Periods.

“Services” means all fire suppression activity or other services ordered or provided under this **Agreement**.

“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. Specific funding is provided for Severity Activities.

“Single Resource Boss-Crew or **“CRWB”** means the individual responsible for supervising and directing a **Crew**.

“Strike Team” means a 41 person type II firefighting unit consisting of 32 Firefighter Type 2 (FFT2), 6 Advanced Firefighter/Squad Bosses (FFT1), 2 Single Resource Boss-Crew (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 suppression action, holding, mop-up, line construction, camp **Crew**, piling brush or other work or activity deemed appropriate by **Government**.

“Trainee” means an individual who is preparing to qualify for a **Crew** position. All required training courses and 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 which ends at the arrival time of the **Crew** back at the **Designated Dispatch Location**.

EXHIBIT B

POSITION QUALIFICATION REQUIREMENTS

Purpose: The purpose of this exhibit is to define the qualifications a **CONTRACTOR'S** employee shall have before the employee can be certified in each Incident Command System (ICS) position required under this Agreement. *Table 1, below, shows in sequence the training and experience requirements to become certified in each position covered by this Agreement.*

Scope: The qualifications defined are for the ICS positions of Strike Team Leader - Crew (STCR), Single Resource Boss-Crew (CRWB); Incident Commander Type 5 (ICT5), Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2).

NOTE: The **STCR, CRWB, ICT5 and FFT1 EXPERIENCE** requirements that are in *italics and underlined* are only required for employees certified after 12/31/02. STCR, CRWB and FFT1 employees certified prior to this date will not have to have documentation for these standards in their training record.

Position Qualifications Standards:

STRIKE TEAM LEADER CREW (STCR)

REQUIRED TRAINING

Fire Operations in the Urban Interface (S-215)
Task Force/Strike Team Leader (S-330)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Intermediate ICS (I-300)
Fireline Leadership (L-380)

EXPERIENCE

Satisfactory performance as a Single Resource Boss Crew on wildfire or prescribed fire incidents that consisted of:

- At least three (3) incident assignments on Type 3, 2, or 1 incidents that each had one operational period requiring suppression action on active flame (hotline).
- A total of fifteen (15) operational periods with ten (10) of those periods on Type 2 or 1 incidents.

After the CRWB has completed this experience requirement they may be considered for becoming a Trainee STCR.

AND

Satisfactory position performance as Strike Team Leader Crew on a wildland or prescribed fire incident, documented in PTB, that consisted of:

- At least three (3) training/evaluation assignments on Type 3, 2, or 1 incidents that each had one operational period requiring suppression action on active flame (hotline).

- A total of at least fifteen (15) operational periods with ten (10) of periods on Type 2 or 1 incidents.

LANGUAGE SKILLS ASSESSMENT: Proficient in the English Language

Physical Fitness: Arduous

ONCE CERTIFIED AS STCR, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE STCR CERTIFICATION*

Strike Team Leader (Dozer, Engine, Tractor/Plow)

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

SINGLE RESOURCE BOSS-CREW (CRWB)

REQUIRED TRAINING

Intermediate Fire Behavior (S-290)
Crew Boss (S-230) (Required if certified after January 1, 2000)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Basic ICS (I-200)	Basic Air Operations (S-270)
Interagency Business Management (S-260)	Firing Methods and Procedures (S-234)
Followership to ship (L-280)	

EXPERIENCE

Satisfactory performance 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 with ten (10) of those periods on Type 3, 2, or 1 incidents.

After the FFT1 has completed this experience requirement they may be considered for becoming a Trainee CRWB.

AND

Satisfactory position performance as a Single Resource Boss - Crew (CRWB), 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 on Type 3 Type 2 or Type 1 incidents.
- 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 with ten (10) of those periods on Type 2 or 1 incidents.

LANGUAGE SKILLS ASSESSMENT: Proficient in the English Language AND all languages used by the Crew.

PHYSICAL FITNESS: Arduous

ONCE CERTIFIED AS CRWB, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE CRWB CERTIFICATION*

Any Single Resource Boss
Incident Commander type 4 (ICT4)

INCIDENT COMMANDER TYPE 5 (ICT5)

REQUIRED TRAINING

Firefighter Type 1 (S-131)
Look Up, Look Down, Look Around (S-133)
Annual Fireline Safety Refresher (RT-130)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Wildland Fire chain Saws (S-212)
Portable Pumps and Water Use (S-211)

EXPERIENCE

Satisfactory performance as a Firefighter Type 2 (FFT2) on a wildland or prescribed fire incident that consisted of:

- At least three (3) incident assignments on Type 3, 2, or 1 incidents that each had one operational period requiring suppression action on active flame (hotline).
- A total of fifteen (15) operational periods with ten (10) of those periods on Type 2 or 1 incidents.

After the FFT2 has completed this experience requirement they may be considered for becoming a Trainee FFT1/ICT5.

AND

Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1) trainee, supervising firefighters, on wildfire or prescribed fire incidents, document in PTB (see FFT1 requirements). And:

Eligible to become an ICT5 Trainee once above requirements are met. ICT5 task book initiated (Same as FFT1 task book). And:

Successful position performance as an Incident Commander Type 5 (ICT5) trainee on a wildland or prescribed fire incident, documented in PTB, that consisted of:

- As an ICT5 Trainee, work on at least one or more training/evaluation assignment(s) on Type 5 wildfire incident(s) that each had one operational period requiring suppression action on active flame (hotline).

LANGUAGE SKILLS ASSESSMENT: Proficient in the English language AND any language used by their squad.

Physical Fitness: Arduous

ONCE CERTIFIED AS ICT5, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE ICT5 CERTIFICATION*

Incident Commander Type 4 (ICT4)
Firefighter Type 1 (FFT1)

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

Note: The Firefighter Type 1 (FFT1) and Incident Commander Type 5 (ICT5) Position Task Books have been combined. However, the positions have not been combined. The FFT1 tasks are completed only once; additional tasks must be completed to meet the ICT5 level. The FFT1 and ICT5 tasks can be completed simultaneously. The Required Experience is satisfactory performance as a Firefighter Type 2 (FFT2).

ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

REQUIRED TRAINING

Same as for Firefighter (FFT2) **AND**
Advanced Firefighter Training (S-131)
(S-133) (PMS-427)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Power Saws (S-212)
Portable Pump and Water Use (S-211)

EXPERIENCE

Satisfactory performance 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 with ten (10) of those periods on Type 3, 2, or 1 incidents.

AND

Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1), supervising firefighters, on wildfire or prescribed fire incidents, document in PTB, that consisted of:

- At least three (3) training/evaluation assignments on Type 3 Type 2 or Type 1 incidents.
- 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 with ten (10) of those periods on Type 2 or 1 incidents.

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

LANGUAGE SKILLS ASSESSMENT: Proficient in the English language AND any language used by their squad.

PHYSICAL FITNESS: Arduous

ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT1 CERTIFICATION*

Incident Commander Type 5 (ICT5)

FIREFIGHTER (FFT2)

REQUIRED TRAINING

Introduction to ICS (I-100)
 Introduction to Wildland Fire Behavior (S-190)
 180)

Firefighter Training (S-130)
 Human Factors on the Fireline (L-

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

None

EXPERIENCE

None

Note: 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.

PHYSICAL FITNESS:

Arduous

ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT2 CERTIFICATION*

None (Only FFT2)

Additional Requirements:

Attendance at an annual fireline safety refresher training is required for the above designated positions in order to maintain currency. Annual fireline safety refresher training will focus on mandatory core content subjects. A minimum of six (6) hours is required. Core content is listed under Wildland Fire Safety Refresher Training at www.nifc.gov.

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

TABLE 1. SEQUENCE FOR POSITION CERTIFICATION

Firefighter FFT2	<ol style="list-style-type: none"> 1. Complete S-130/S-190 training. 2. Pass pack test. 3. Become certified as an FFT2.
Advanced Firefighter/ Squad Boss FFT1	<ol style="list-style-type: none"> 1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of them on Type 2 or 1 incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience. 2. Eligible to become a FFT1 Trainee once above requirements are met. 3. Complete S-131 and S-133 4. FFT1 task book is issued following S-131 training. Firefighter becomes an FFT1 Trainee. 5. Complete Annual Refresher training prior to next season. 6. Pass pack test prior to next season. 7. As an FFT1 Trainee, work on at least three (3) training/evaluation assignments on Type 3, 2 or 1 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of them on Type 2 or 1 incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1. 8. Become certified as an FFT1/Squad Boss.
Incident commander Type 5 (ICT5) (optional – Not required for	<ol style="list-style-type: none"> 1. Eligible to become an ICT5 Trainee once above requirements are met. 2. ICT5 task book initiated (Same as FFT1 task book). 3. Complete Annual Fireline Safety Refresher (RT-130) Training prior to next fire

CRWB)	<p>season.</p> <p>4. Pass pack test (arduous) prior to next fire season.</p> <p>5. As an ICT5 Trainee, work on at least one or more training/evaluation assignment(s) on Type 5 wildfire incident(s) that included hotline activities for satisfactory position performance as an ICT5. Complete the FFT1/ICT5 task book. This meets requirement for satisfactory position performance as a ICT5</p> <p>6. Become certified as an ICT5.</p>
Crew Boss CRWB	<p>1. Work on an additional three (3) wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of them on Type 3, 2 or 1 fires. This meets the satisfactory performance requirement as FFT1/Squad Boss.</p> <p>2. Eligible to become a CRWB Trainee once above requirements are met.</p> <p>3. Complete S-230 and S-290.</p> <p>4. <u>CRWB task book is issued following S-230 & S-290 training. Firefighter becomes a CRWB Trainee.</u></p> <p>5. Complete Annual Refresher training prior to next fire season.</p> <p>6. Pass pack test prior to next fire season.</p> <p>7. As a CRWB Trainee, work on at least three (3) training/evaluation assignments on Type 3, 2 or 1 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of them on Type 2 or 1 incidents and complete the CRWB task book. This meets requirement for satisfactory position performance as a CRWB.</p> <p>8. Become certified as a CRWB.</p>
Strike Team Leader Crew STCR	<p>1. As a CRWB, work on an additional three (3) wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of them on Type 2 or 1 fires. This meets the satisfactory performance requirement as CRWB.</p> <p>2. Eligible to become a STCR Trainee once above requirements are met.</p> <p>3. Complete S-215 and S-330.</p> <p>4. STCR task book is issued following S-215 and S-330 training. Firefighter becomes a STCR Trainee.</p> <p>5. Complete Annual Refresher training prior to next fire season.</p> <p>6. Pass pack test prior to next fire season.</p> <p>7. As a STCR Trainee, work on at least three (3) training/evaluation assignments on Type 3, 2 or 1 wildfire incidents that each had one operational period requiring suppression action on active flame (hotline) and total at least 15 Operational Periods, 10 of them on Type 2 or 1 incidents and complete the STCR task book. This meets requirement for satisfactory position performance as a STCR.</p> <p>8. Become certified as a STCR.</p>

- NOTE:**
1. **All required training for a position must be completed before** the firefighter can begin working on the task book for that position.
 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.

EXHIBIT C

POSITION TASK BOOK ADMINISTRATION

I. Purpose:

The purpose of this Exhibit is to describe how **CONTRACTORS** must use the Position Task Books (PTB) component of the Wildland and Prescribed Fire Qualification System Guide Subsystem to qualify their employees to meet the specifications listed in EXHIBIT B of this Agreement.

II. Scope:

These procedures address the Incident Command System (ICS) positions that are required under the Agreement. Currently these positions include Firefighter 2 (FFT2), Advanced Firefighter/Squad Boss (FFT1), Incident Commander Type 5 (ICT5), Single Resource Boss - Crew (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.

III. Pre-Incident Procedures:

Before assigning an employee to a trainee or position performance assignment on a wildfire Incident, **CONTRACTOR** shall ensure that each employee is issued a PTB appropriate for the position(s) the employee will perform. This is accomplished by completing the following procedures:

Step 1: CONTRACTOR obtains PTBs from the National Interagency Fire Center (NIFC) in Boise, ID. 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. All orders must be faxed or requested in writing to:

National Interagency Fire Center
ATTN: Supply
3833 South Development Avenue
Boise, ID83705
FAX #(208) 387 5573

- B. The catalog numbers for ordering the PTBs are: (these taskbooks may be duplicated and are available on the NWCG web site www.nwcg.gov):

NFES # 2320 – FFT2
NFES # 2319 - FFT1/ICT5
NFES # 2318 - CRWB/ENGB
NFES # 2312 – STCR/STEN

- C. The catalog number for ordering the Wildland and Prescribed Fire Qualification System Guide, PMS 310-1 is: NFES # 1414.

Step 2: CONTRACTOR ensures that each employee completes all required training for his or her position, as specified in Exhibit B.

Step 3: After ensuring that the employee has completed all required training for the position, **CONTRACTOR** issues the appropriate PTB to the employee and employee becomes a Trainee in that position and may then be given a trainee assignment on a wildfire.

IV. Incident Procedures:

A. General

1. **CONTRACTORS** are responsible for administering the task books for their employees. Qualified individuals are not required to carry their PTBs. Trainees in a training or Evaluation Assignment must carry their PTB.
2. The Incident Management Team will not provide PTBs. **GOVERNMENT** Incident Training Specialist, except to answer technical questions, will not be involved in the PTB administration for **CONTRACTORS** nor will **GOVERNMENT** personnel sign the certification portion of the PTB.
3. **CONTRACTOR Trainees:** **CONTRACTOR** may qualify and certify no more than two (2) Trainees for each 20 person crew or one (1) Trainee for a 10 person crew. and one non-compensable STCR” Trainee (for strike teams). (See D.8.18, Incidental Items) for every 10 days of an incident assignment to which such employee(s) has/have been assigned. **CONTRACTOR** employee’s trainee status must be clearly identified as such on the Handcrew Manifest Form (see D.3.2.8 and Exhibit T) that is submitted to **GOVERNMENT** at each Incident and on the appropriate daily timekeeping record for each shift the employee is in trainee status, in order for **GOVERNMENT** to confirm acceptance of the trainee’s performance. (See Exhibit B) The minimum FFT1, ICT5, CRWB, and STCR position requirements shall be maintained by Crew members not in trainee status. (See Sections D.2.1.5 and D.2.1.6).

CONTRACTOR’s coach or evaluator must, as a minimum, be certified in the position he or she is coaching or evaluating.

- a. **FFT2** personnel must be certified prior to arrival at the Incident. No task book administration at an Incident is required.
- b. **FFT1** Trainees must work on at least three (3) training or evaluation assignments on Type 1, 2 or 3 wildfire or prescribed fire Incidents that include hotline activities to qualify for certification as an FFT1. Refer to the procedures that follow for specific steps for PTB administration for these Assignments.
- c. **ICT5** Trainees must work on at least one (1) additional training or evaluation assignments on Type 5 wildfire incidents that included hotline activities to qualify for certification as an ICT5 after completion of FFT1 requirements. Refer to the procedures that follow for specific steps for PTB administration for these Assignments.
- d. **CRWB** Trainees require Performance Evaluation Assignments on wildfire or prescribed fire Incidents that consisted of a minimum of three (3) training/evaluation assignments on Type 1, 2 or 3 wildfire or prescribed fire Incidents to qualify for certifications. Refer to the procedures that follow for specific steps for PTB administration for these Assignments.
- e. **STCR** Trainees require Performance Evaluation Assignments on wildfire fire Incidents that consisted of a minimum of three (3) training/evaluation assignments on

Type 1, 2 or 3 wildfire incidents to qualify for certifications. Refer to the procedures that follow for specific steps for PTB administration for these assignments.

- B. PTB administration for Training Assignments and Performance Evaluation Assignments for FFT1s, ICT5s, CRWBs, and STCRs 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 at initial check-in and on the Crew manifest. **CONTRACTOR** shall also request an Incident Personnel Performance Rating (ICS 225) form and **GOVERNMENT** will provide the evaluation form during this initial check-in at the Incident.

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 performance evaluation assignment for an FFT1, ICT5, CRWB or STCR Trainee should occur no sooner than the second training or evaluation assignment and should be of sufficient duration and complexity so that the Trainee has the opportunity to demonstrate all the tasks of the position. 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 provided by the **GOVERNMENT** in Step 1 and will give a copy of the completed form to the Incident Management Team (IMT). **CONTRACTOR** shall retain a copy of this rating to place in the employee's training records. The IMT will maintain a copy with the final Incident records.

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 "Hot Line Construction" for the evaluation assignment to be accepted as a valid assignment to meet the EXHIBIT B position qualification requirements.

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

V. Post Incident Procedures:

- A. **CONTRACTOR** is responsible for certifying its employees' PTBs 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 recommending certification has been completed.

Step 2: **CONTRACTOR** shall review each employee's training and experience records to ensure all other qualification standards for the position, as listed in Exhibit B, are met and documentation exists to verify the training and experience.

Step 3: When all Exhibit B qualification requirements are met, **CONTRACTOR** shall complete the "Agency Certification" portion of the inside cover of the PTB and have its Certifying Authority sign this portion of the PTB.

Step 4: **CONTRACTOR** shall place a copy of the completed PTB in the employee'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.

EXHIBIT D

NOTIFICATION OF PACK TEST

*As required in the 2007 Pacific Northwest Interagency
Contract Crew Agreement, Section D.2.3.2.*

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
ODF Protection Contract Services Unit
2600 State St.

Salem, OR 97310

Phone: 503-945-7468
FAX: 503-945-7494

EXHIBIT E

TRAINING RECORDS FORMAT

I. EMPLOYEE FILE SYSTEM CREATION AND MAINTENANCE

- A. The **CONTRACTOR** shall maintain a file system which contains the employee's training records, certification (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.).

A position-progressive format must be maintained for each employee. An employee can not 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.

The file must be maintained as described below so that easy verification or inspection by a **GOVERNMENT** Representative or Firefighting Contractor Association Representative can be accomplished when required. This file configuration meets inspection requirements for the Interagency Crew and Engine/Tender Agreements.

- B. Contractor shall implement the manual file system described for training records in section II, "Record System Content," at a location within the states of Oregon or Washington.

II. RECORD SYSTEM CONTENT

- A. The order of the sections listed below is the required file format. Employee files containing all documentation listed in this Exhibit will meet the record maintenance requirements of this Agreement. (Beginning in 2005, Contractor shall maintain all files for current employees identified on **CONTRACTOR'S** company manifest in this format or the file will not be accepted.)

- B. Section 1 – Employee Information:

1. Employee payroll name
2. **GOVERNMENT** Issued ID - Two (2) pieces (copies) – one with photo (Incident Identification/Qualification Card not acceptable)
3. Unique employee number (nine (9) digit number assigned by GOVERNMENT)
4. Date of birth

- C. Section 2 - Employee Qualification and Certification Verification Summary:

This form must summarize the employee's complete history for wildfire training, task book completion and Incident experience. (See Exhibit E, "Employee Training and Qualification Summary Form.")

- D. Section 3 – Refresher Training and Physical Fitness Test Record:

This section must contain specific documentation of all annual refresher training and fitness tests taken and passed. The records must be arranged from the most recent on the top to the oldest on the bottom.

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.
2. All files must have a pack test roster or similar document from the current year and any previous year pack tests the employee 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. Section 4 – Classroom Training Records:

This section must contain specific documentation of all wildfire-training records of formal classroom training and support documentation (i.e., certificates, etc.). The records must be arranged from the most recent on the top to the oldest on the bottom.

1. FFT2 files, as a minimum, must have a copy of the S-130 Firefighter Training and S-190 Introduction to Wildland Fire Behavior certificates of course completion, signed by a recognized instructor.
2. In addition to Number 1 above, FFT1/ICT5 files, as a minimum, must have an S-131 Advanced Firefighter Training certificate of course completion signed by a recognized instructor.
3. In addition to Numbers 1 and 2 above, CRWB files, as a minimum, must have the S-230 (Crew Boss) and S-290 (Intermediate Fire Behavior) certificates of course completion signed by a recognized instructor.
4. In addition to Numbers 1, 2 and 3 above, STCR files must have S-215, Fire Operations in the Urban Interface and S-330, Task Force/Strike Team Leader certificates of course completion signed by a recognized instructor.

F. Section 5 – Position Task Books and Incident Experience Records:

This section must contain specific documentation of all applicable Position Task Books (PTB) and specific documentation of all wildfire and prescribed fire assignments including training and position evaluation assignments.

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 19

1. Prior to (top) document in this section must be the employee's Incident Assignment History. Starting in 2006 show experience on summary form Section 2 of Exhibit E.)
2. 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.

3. Readable copies of Incident Personnel Performance Rating (ICS form 225) prepared and signed by a **GOVERNMENT** Representative from each of the incidents listed in the STCR PTB Evaluation Record pages.
4. STCR PTB Evaluation Record pages shall be attached to each ICS form 225.
5. Readable copies of all Incident Personnel Evaluations completed by **CONTRACTOR'S** evaluators per Exhibit C, Section IV, Paragraph B, Step 4.
6. 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 Single Resource Boss Crew (CRWB).
7. Readable copies of all Crew Time Reports or Shift Tickets from each of the Incidents at which the firefighter performed as a Single Resource Boss Crew (CRWB) shall be attached to each ICS form 224.

***** CRWB file, as a minimum, must contain Numbers 1 and 8 through 19 *****

8. PTB for Single Resource Boss – Crew (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.
9. 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.
10. 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.
11. Readable copies of all Incident Personnel Performance Ratings (ICS 225) completed by **CONTRACTOR'S** evaluators per EXHIBIT C, Section IV, Paragraph B, Step 4.
12. 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).
13. 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/ICT5 file, as a minimum, must contain Number 1 and Numbers 14 through 19 *****

14. 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/ICT5 Trainee status must also be maintained in the file.
15. 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.
 16. 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.
 17. Readable copies of all Incident Crew Evaluations completed by **CONTRACTOR'S** evaluators per Exhibit C, Section IV, Paragraph B, Step 4.
 18. 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 Number 1 and 19 *****

19. PTB for Firefighter Type 2 (FFT2), PMS 311-15. (January 1, 2003 to January 1, 2006)
 - 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.

Note: 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.

III. Summary Forms ***

- A. Employee Training and Qualification Summary Form: This document becomes Section 2 of each file.
- B. Refer to the next two pages for copies of the Employee Training and Qualification Summary Form.

EXHIBIT E (continued)

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			
<i>Fully Qualified Jobs</i>		<i>Trainee Jobs</i>	
Activity Code	Position Code	Activity Code	Position Code
ACTIVITY CODE = WF for wildland fire or RX for prescribed fire JOB 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

EXHIBIT F

WILDLAND FIREFIGHTING TRAINING

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 Coordination Group (NWCG) standards, the Pacific Northwest Wildfire Coordination 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
Web page: www.nftca.com

National Wildfire Suppression Assoc.

PO Box 330
Lyons, OR 97358
Paul Washburn (President)
Phone: (877) 676-6972
FAX: (866) 854-8186
Email: paulw@washburnservices.com
Web page: www.nwsa.us

Northern Contractors Assoc.

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

Oregon Firefighting Contractors Assoc.

PO Box 418
Merrill, OR 97630
Nelda Herman (President)
Phone: (541) 798-5601
FAX: (541) 798-5514

Email: ned777@aol.com

Web page: www.ofca.biz

Three Sisters Wildfire Contractor's Assoc. Inc.

PO Box 142
Sisters, OR 97759
Paul Asher (President)
Phone: (541) 549-8375

FAX: (541) 549-8129

Email: dan@tswca.org

Web page: www.tswca.org

Washington Contract Firefighters Assoc.

PO Box 276
Chattaroy, WA 99003
Kevin Curfman (President)
Phone: (360) 748-1290
FAX: (208) 361-2231
Brent Lewis (Training Coordinator)
Phone: (509) 467-4249
Email: fyrklr@aol.com
Web page: wcfafirefighters.org

Wildland Forestry Assoc.

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

EXHIBIT F (Continued)

PUBLIC TRAINING PROVIDERS

OREGON INSTITUTIONS

Blue Mountain Community College

2411 N.W. Carden
P.O. Box 100
Pendleton, OR 97801

Arlen Blenkush
Phone: (541) 245-7568
Web: <http://www.roguecc.edu>

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

Southwest Oregon Community College

1988 Newmark Ave.
Coos Bay, OR 97420

Central Oregon Community College

Redmond Campus
2030 SE College Loop
Redmond, OR 97756

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

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

Tillamook Bay Community College

2510 First St.
Tillamook, OR 97141

Clackamas Community College

19600 S. Molalla Ave.
Oregon City, OR 97045

Teri Williams (x1163)
Gretchen Power (x1101)
Phone: (503) 842-8222
Web: <http://www.tbcc.cc.or.us>

Tomas Laugel
Phone: (503) 657-6958 x2319
Web: <http://www.clackamas.cc.or.us>

Treasure Valley Community College

650 College Blvd
Ontario OR 97914

Klamath Community College

7390 S. 6th St.
Klamath Falls OR 97603

Sheryl Kinkade
Phone: (541) 881-8822 x281
Web: <http://www.tvcc.cc.or.us>

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

Umpqua Community College

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

Rogue Community College

3345 Redwood Hwy
Grants Pass OR 97527

Jesse Morrow or Dale Pospisil
Phone: (541) 440-4678
Web: <http://www.umpqua.cc.or.us>

EXHIBIT F (Continued)

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) 946-8548
Web: <http://www.columbiabasin.edu>

Everett Community College

2000 Tower St.
Everett, WA 98201
Jeanne Kraske
Phone: (425) 388-9161
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>

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
Brad Mason
Phone: (509) 527-4579
Web: <http://www.wwcc.edu>

Wenatchee Valley College

1300 Fifth St.
Wenatchee, WA 98801
Walter Tribley
Phone: (509) 682-6660
Web: <http://www.wvc.edu>

EXHIBIT G

ENGLISH SPEAKING/READING REQUIREMENT EVALUATION PROCESS

Purpose:

The purpose of this exhibit is to provide direction to CRNW's and other Incident Management Team (IMT) personnel for the consistent evaluation of specification D.5.6, "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 2007 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 Specification D.5.6, use the approved "PNW English Speaking Evaluation Form", attached below, to document compliance with the verbal and reading requirements of Specification D.5.6. 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 the Section D.5.6 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 will be mailed to **Oregon Department of Forestry**, Attn: ODF 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** Contract Services Unit (503-945-7494). Please include a copy of the Crew manifest with the ELE form.

Contact Personnel:

For questions regarding these procedures you may call either Don Moritz, **ODF** Contract Manager by phone (503-945-7491) or e-mail dmoritz@odf.state.or.us.

EXHIBIT G (Cont.)
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 H

HARASSMENT-FREE WORKPLACE POLICY

POLICY: The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our **CONTRACTORS**, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, **CONTRACTOR** personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

ACTION REQUIRED: Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

LOCATIONS COVERED: The **CONTRACTORS** work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, **GOVERNMENT** buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

WHAT IS HARASSMENT: Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

PHYSICAL CONDUCT: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.

VERBAL OR WRITTEN CONDUCT: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

VISUAL, GRAPHIC OR PICTORIAL DISPLAYS: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

Tell the harasser to stop the offensive conduct; and/or

Tell a manager or supervisor about the conduct; and/or

Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from: Civil Rights Enforcement And Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

PENALTIES: Any employee who engages in harassment will face consequences ranging from verbal warnings and letters of reprimand, up to and including termination from employment. Managers and supervisors who do not take action when they know or suspect that harassment is occurring will face the same range of consequences. **CONTRACTOR** staff who engage in harassment may be subject to comparable penalties from their employers, and a **CONTRACTOR** who fails to enforce this policy may have its contract terminated. Visitors who harass may be removed from any workplace and prevented from returning.

EXHIBIT H Continued

Performance Standard: 100%

Policy: 50.010.01 3 of 4 Effective: 12/30/99

MODEL

DISCRIMINATION AND WORKPLACE HARASSMENT POLICY

(1) Purpose and Scope:

To reaffirm that it is the policy of ODF to prohibit discrimination and workplace harassment; to clarify conduct that constitutes workplace harassment; and to provide an effective complaint procedure for employees who believe they have been the victims of prohibited conduct. This policy is intended to protect employees of whatever stature, customers or clients of the agency, contractors and visitors to the work site.

(2) Policy:

(a) Discrimination. It is the policy of ODF to provide a work environment free from unlawful discrimination on the basis of race, color, religion, sex, marital status, national origin, disability, age, union membership and activity, or any other factor that an employer is prohibited by law from considering when making employment decisions. For purposes of this policy, prohibited discrimination includes discrimination on the basis of sexual orientation. This policy applies to all matters relating to hiring, firing, transfer, promotion, benefits, compensation, and other terms and conditions of employment.

(b) Workplace Harassment. It is also the policy of ODF that all employees, customers, clients, contractors and visitors to the work site enjoy a work environment that is free from harassing behavior. Employees at all levels of the organization are expected to conduct themselves in a business-like and professional manner at all times and refrain from sexual and other harassment.

(c) Penalties. Conduct in violation of this policy will not be tolerated, and may result in disciplinary action up to and including dismissal. Managers and supervisors who know or should know of conduct in violation of this policy and who fail to report such behavior, or fail to take prompt, appropriate, corrective action, are subject to disciplinary action up to and including dismissal.

(3) Guidelines:

(a) This policy prohibits discrimination or harassing behavior based on or because of a person's nation origin, age, sex, race color, disability, religion, a person's sexual orientation or protected activity.

(b) Sexual harassment is a form of workplace harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical behavior of a sexual nature when:

(A) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or is used as a basis for any employment decision (granting leave request, promotion, favorable performance appraisal, etc.); or

(B) such conduct is unwelcome and has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

c) The following are examples of prohibited behavior (it should be understood that the examples are not meant to be all-inclusive and even one instance of such conduct may constitute harassment):

(A) unwelcome touching or closeness of a personal nature, which can encompass leaning over, cornering or pinching;

(B) sexual innuendoes, teasing and other sexual talk such as jokes, intimate inquiries, persistent unwanted courting and sexist put-downs or insults;

Policy: 50.010.01 4 of 4 Effective: 12/30/99

(C) derogatory remarks, slurs and jokes about a person's national origin, race, color, religion, language, accent, disability or sexual orientation.

(D) displays of explicit or offensive calendars, posters, pictures, drawings or cartoons which reflect disparagingly upon a class of persons or a particular person;

(4) Nonretaliation:

This policy prohibits retaliation against employees who bring charges of conduct in violation of this policy or assist in investigating charges, or who report harassing behavior directed at persons other than the employee. Any employee found to have engaged in retaliatory action or behavior will be subject to discipline, up to and including dismissal.

(5) Grievance/Complaint Procedure:

a) For discrimination. Anyone who is subject to, or aware of, what he or she believes to be employment-related discrimination may file a complaint with his or her immediate supervisor, another manager, or with the Human Resources Section. The complaint should be written unless the complainant, due to disability, is unable to file written complaint. The complaint should be filed with the agency within 30 calendar days of the alleged act. Complaints should include the name of the complainant, the name of the persons alleged to have engaged in the prohibited conduct, a specific and detailed description of the conduct that the employee believes is discriminatory, and a description of the remedy the employee desires.

b) For harassment. Anyone who is subject to or is aware of harassing behavior should report that information immediately to agency management. If at all possible, the report should be made before the behavior becomes severe. The report may be made orally or in writing to the employee's immediate supervisor or to any other management staff member. If the employee prefers, the report may be given to a manager outside that complainant's work unit or to the Human Resources Section. All supervisors and managers will report complaints and incidents immediately to the appropriate officials.

c) Investigation. The recipient of a discrimination or harassment complaint shall promptly forward it to the Human Resources Section, which will coordinate, or delegate responsibility for coordinating, the department's investigation in consultation with the affected employees' supervisors, excluding any supervisor who is potentially part of the problem. The complaint will be given prompt and thorough attention with an impartial investigation. If the complaint is substantiated, immediate and appropriate corrective action will be taken. The affected parties shall be informed that the investigation has concluded and that immediate appropriate corrective action will be taken. All personnel can be assured that complaints will be taken seriously and will be investigated as necessary. They will be dealt with in a discrete and confidential manner to the extent possible. Nothing in this process precludes any person from filing a formal grievance in accordance with a collective bargaining agreement or with the Bureau of Labor and Industries (BOLI) or the Equal Employment Opportunity Commission (EEOC). Timelines for filing complaints with BOLI and the EEOC are different from those established in this policy. Contact them directly for specific guidance on filing a formal grievance with them.

EXHIBIT I

EXAMPLE INCIDENT IDENTIFICATION / QUALIFICATION CARD

This exhibit gives an example (shown actual size) of the required format and information that shall be on employee Incident Identification Cards.

JONES CONTRACTING, INC. QUALIFICATION CARD	
(Name) (Employee Number) (Pack Test level) Language: (LSA-E/S)	
CRWB 10-07-02 ENGB 06-10-03	

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

- | | |
|---------------|--|
| YELLOW | For employees with LESS THAN ONE SEASON |
| RED | For employees with ONE SEASON OR MORE |
| BLUE | For SUPERVISORY employees (ENGB, FFT1, ICT5, CRWB, STCR, STEN) |

BACK OF CARD

MOU Provider Name PO Box 1234 Anywhere, OR 97111 541-555-1234	
Certified Class B Faller	(expiration date)
EMT/FIRST AID/CPR	(expiration date)
(Owner Signature)	(Issue date)
(Verification Signature)	
(Affiliation)	(Date)
(Verification Signature)	
(Affiliation)	(Date)

EXHIBIT J

WAGE DETERMINATIONS

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor William W. Gross Division of Wage Director Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210 Wage Determination No: 1995-0221 Revision No: 16 Date of Revision: 05/23/2007
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NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.

Alaska: Entire state.

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for Emergency Incident and Fire Safety services.

CODE	OCCUPATION TITLE	OCCUPATION CODE - TITLE MINIMUM WAGE RATE
(not set)	- Emergency Medical Technician	
	Alaska	13 .36
	Midwestern Region	12 .13
	Hawaii	11 .56
	Northeast Region	13 .38
	Western Region	13 .19
	Southern Region	12 .31
(not set)	- Environmental Protection Specialist	
	Alaska	30 .84
	Hawaii	28 .55

		Northeast Region	31 .12
		Western Region	27 .33
		Midwestern Region	25 .95
		Southern Region	26 .43
(not set)	-	Fire Safety Professional	
		Alaska	30 .84
		Midwestern Region	25 .95
		Southern Region	26 .43
		Hawaii	28 .53
		Northeast Region	31 .12
		Western Region	27 .33
05190	-	Motor Vehicle Mechanic	
		Alaska	23 .92
		Southern Region	16 .51
		Hawaii	15 .90
		Northeast Region	17 .73
		Western Region	19 .10
		Midwestern Region	18 .89
05220	-	Motor Vehicle Mechanic Helper	
		Alaska	17 .31
		Hawaii	12 .24
		Northeast Region	13 .80
		Western Region	12 .93
		Midwestern Region	12 .25
		Southern Region	10 .66
11300	-	Refuse Collector	
		Alaska	10 .42
		Hawaii	9 .64
		Western Region	8 .68
		Midwestern Region	8 .92
		Southern Region	6 .75
		Northeast Region	10 .18
21071	-	Forklift Operator	
		Alaska	19 .87
		Midwestern Region	14 .28
		Southern Region	11 .80
		Hawaii	15 .48
		Northeast Region	13 .96
		Western Region	15 .27
21150	-	Stock Clerk (Shelf Stocker; Store Worker II)	
		Northeast Region	11 .17
		Western Region	11 .49
		Alaska	12 .84
		Hawaii	10 .12
		Southern Region	10 .86
		Midwestern Region	11 .34
23160	-	Electrician, Maintenance	
		Alaska	28 .44
		Midwestern Region	21 .35
		Northeast Region	22 .89
		Hawaii	24 .51
		Southern Region	18 .25
		Western Region	21 .79
23440	-	Heavy Equipment Operator	
		Alaska	23 .26
		Midwestern Region	18 .89
		Southern Region	16 .51

		Hawaii	16 .55
		Northeast Region	17 .73
		Western Region	19 .10
23470	-	Laborer	
		Alaska	14 .12
		Midwestern Region	11 .49
		Southern Region	9 .34
		Hawaii	13 .70
		Northeast Region	11 .59
		Western Region	10 .85
23530	-	Machinery Maintenance Mechanic	
		Midwestern Region	16 .37
		Alaska	26 .54
		Western Region	16 .23
		Northeast Region	17 .12
		Hawaii	26 .19
		Southern Region	12 .96
23580	-	Maintenance Trades Helper	
		Alaska	19 .40
		Midwestern Region	15 .41
		Hawaii	14 .97
		Western Region	13 .37
		Southern Region	13 .03
		Northeast Region	14 .39
27070	-	Firefighter	
		Alaska	10 .75
		Northeast Region	7 .39
		Hawaii	8 .76
		Midwestern Region	6 .72
		Southern Region	6 .78
		Western Region	7 .39
31030	-	Bus Driver	
		Midwestern Region: 1 1/2 to 4 tons	16 .08
		Midwestern Region: over 4 tons	16 .81
		Midwestern Region: under 1 1/2 tons	12 .04
		Southern Region: 1 1/2 to 4 tons	14 .70
		Southern Region: over 4 tons	15 .23
		Southern Region: under 1 1/2 tons	8 .18
		Alaska	19 .52
		Hawaii	12 .67
		Northeast Region: 1 1/2 to 4 tons	16 .49
		Northeast Region: over 4 tons	17 .21
		Northeast Region: under 1 1/2 tons	12 .79
		Western Region: 1 1/2 to 4 tons	15 .14
		Western Region: over 4 tons	15 .57
		Western Region: under 1 1/2 tons	9 .54
31361	-	Truckdriver, Light Truck	
		Alaska	18 .27
		Midwestern Region	12 .04
		Southern Region	8 .18
		Hawaii	9 .99
		Northeast Region	12 .79
		Western Region	9 .54
31362	-	Truckdriver, Medium Truck	
		Alaska	19 .81
		Midwestern Region	16 .08
		Southern Region	14 .64

		Hawaii	12 .66
		Northeast Region	16 .49
		Western Region	15 .14
31363	-	Truckdriver, Heavy Truck	
		Alaska	20 .91
		Northeast Region	17 .21
		Southern Region	15 .23
		Hawaii	13 .82
		Western Region	16 .14
		Midwestern Region	16 .81
31364	-	Truckdriver, Tractor-Trailer	
		Midwestern Region	20 .00
		Southern Region	16 .01
		Northeast Region	17 .33
		Western Region	16 .48
		Alaska	22 .02
		Hawaii	14 .06

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173) HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.32 per hour, or \$52.80 per week, or \$228.80 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.01 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading,

storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of

the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Emergency Medical Technician Provides para-professional medical services activities, including medical, minor surgical, evacuation and related administrative task under supervision of the physician in charge.

Environmental Protection Specialist
(Occupation Description Not Available)

Fire Safety Professional
(Occupation Description Not Available)

EXHIBIT K

OREGON TERMS AND CONDITIONS

These terms and conditions are applicable to crews dispatched to fires under the Oregon Department of Forestry.

1.0 CONTRACTORS REPRESENTATIONS AND WARRANTIES:

1.1 The warranties set forth in this Exhibit are in addition to, and not in lieu of, any other warranties provided in the Agreement. All CONTRACTOR warranties contained in the Agreement shall be cumulative, and shall be interpreted expansively so as to afford the **State of Oregon** with the broadest warranty protection available.

1.2 The CONTRACTOR represents and warrants that all Services required to be performed shall be performed in a good and workmanlike manner, and in accordance with the highest applicable professional or industry standards.

2.0 DEFAULT:

2.1 CONTRACTOR shall be in default of this Agreement and any Resource Order under the following circumstances:

2.1.1 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

2.1.2 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 **State** or such longer period as the **State** may specify in such notice; or

2.1.3 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 **State** or such longer period as the **State** may specify in such notice.

2.2 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 thirty (30) 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.

3.0 REMEDIES

3.1 If **Contractor** is in default under Exhibit K, Section 2, the **State** is entitled to the following remedies:

3.1.1 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, damages as provided in ORS 72.7110 to 72.7170 and damages provided by any other applicable Oregon law.

3.1.2 Termination of this Agreement under Section D.10.

3.1.3 Initiation of an action or proceeding for specific performance or declaratory, injunctive or equitable relief;

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

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.

4.0 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

The **State's** agreement to maintain this Agreement in full force and effect is conditioned upon CONTRACTOR's compliance with the obligations of contractors contemplated under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. In addition, CONTRACTOR shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Agreement and any Resource Order, all of which are incorporated herein by reference to the extent applicable. CONTRACTOR shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper as defined in ORS 279A.010(1)(ee), recycled PETE products as defined in ORS 279A.010(1)(ff), and other recycled plastic resin products and recycled products as "recycled product" is defined in ORS 279A.010(1)(gg).

5.0 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.

6.0 TIME IS OF THE ESSENCE:

CONTRACTOR agrees that time is of the essence for CONTRACTOR'S performance obligations under the Agreement and any Resource Order.

7.0 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.

8.0 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

8.1 CONTRACTOR shall perform under this Agreement as an independent contractor. Although the **State** reserves the right (i) to determine (and modify) the delivery schedule for the Goods to be delivered and the Services to be performed and (ii) to evaluate the quality of the completed performance, the **State** cannot and will not control the means or manner of CONTRACTOR'S performance. CONTRACTOR is responsible for determining the appropriate means and manner of performing any Services required by this Agreement.

8.2 If CONTRACTOR is currently performing work for the State of Oregon or the federal government, CONTRACTOR by signature to this Agreement declares and certifies that: CONTRACTOR's Services to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no State or federal rules or regulations would prohibit CONTRACTOR's performance under this Agreement. CONTRACTOR is not an "officer", "employee", or "agent" of the **State** as those terms are used in ORS 30.265.

8.3 CONTRACTOR shall be responsible for all federal and state taxes applicable to compensation or payments paid to CONTRACTOR under this Agreement and, unless CONTRACTOR is subject to backup withholding, the **State** will not withhold from such compensation or payments any amount(s) to cover CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

9.0 INDEMNIFICATION:

9.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, 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. AUTHORIZED PURCHASER SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM THAT THE STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF THE STATE, OR THEIR AGENTS, OFFICIALS OR EMPLOYEES, OR (II) AUTHORIZED PURCHASER'S MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

9.2 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 AND ITS OFFICERS, EMPLOYEES AND 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 ITS OFFICERS, EMPLOYEES AND AGENTS, 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, ITS OFFICERS, EMPLOYEES AND/OR AGENTS; (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 ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

10.0 NOTICES:

All notices required under the Agreement shall be in writing and addressed to the Party's authorized representative. Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery shall be effective upon delivery.

11.0 GOVERNING LAW, VENUE AND CONSENT TO JURISDICTION:

11.1 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.

11.2 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.

12.0 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 remedies provisions shall survive the termination or expiration of this Agreement.

13.0 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.

14.0 ASSIGNMENT/SUBCONTRACT/SUCCESSORS:

CONTRACTOR shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities arising under the Agreement, in whole or in part, without the prior written approval of the **State**. Further, no such written approval shall relieve CONTRACTOR of any obligations under the Agreement, and any assignee, transferee, or delegate shall be considered the agent of CONTRACTOR. The provisions of the Agreement shall be binding upon, and shall inure to the benefit the parties to the Agreement and their respective successors and permitted assigns.

15.0 MERGER CLAUSE; AMENDMENT; WAIVER:

15.1 The Agreement constitutes the entire agreement between the Parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Agreement.

15.2 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.

15.3 The failure of the **State** to enforce any provision of the Agreement shall not constitute a waiver by the **State** of that provision or any other provision.

16.0 NO THIRD PARTY BENEFICIARIES:

The **State** and **Contractor** are the only parties to the Resource Order to provide Services to the State of Oregon and are the only parties entitled to enforce the terms of this Agreement and such Resource Order. 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 or any Resource Order issued for Services to the State of Oregon.

17.0 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.

18.0 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."

19.0 COORDINATION.

CONTRACTOR and **State** shall each appoint a representative to deal with all matters pertaining to the administration of this Agreement, including determination of daily actual Crew strength, names of Crew Members assigned and time On-Shift for each Incident. Such representatives shall be identified in crew manifest.

20.0 OCCUPATIONAL SAFETY AND HEALTH AGENCY (OSHA).

The following safety and health codes are applicable to the Agreement for the states of Oregon and Washington:

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

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

21.0 NONDISCRIMINATION.

CONTRACTOR shall comply with Section 601, Title VI, Civil Rights Act of 1964, as amended:

In that, "...No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance...."

CONTRACTOR shall also comply with Section 794 of the Rehabilitation Act of 1973, as amended in that, "...No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...."

Unless exempted by Presidential Executive Order #11246, as may be amended or replaced and applicable regulations there under, CONTRACTOR shall not discriminate against any employee or applicant for employment.

22.0 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT.

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), require any employer who hires or anticipates hiring employees subject to MSPA to obtain a MSPA registration number. All CONTRACTORS providing Services under this Agreement are subject to MSPA licensing requirements for the company as well as providing licensed MSPA drivers. PROPOSER must obtain the required company license and provide a copy of MSPA licenses for all persons operating vehicles for transportation of workers with its Proposal. Government may demand that the CONTRACTOR display MSPA registration at any time during contract performance. See Exhibit O.

Contact information for MSPA:

William Z. Zapata
MSPA Assistant
Phone: (415) 625-7688
Fax: (415) 625-7685

Forms:

<http://www.myflorida.com/dbpr/pro/farm/forms.shtml>

<http://www.dol.gov/esa/forms/whd/wh530.pdf>

23.0 US DEPARTMENT OF LABOR WAGE DETERMINATION AND STATE MINIMUM WAGE.

Contractor must compensate employees in accordance with Exhibit J, Wage Determination under the Service Agreement Act, or according to the state minimum wage rate, whichever is higher.

24.0 LICENSE REQUIREMENTS

All CONTRACTORS who provide the Services specified in the Agreement and who perform work in the State of Oregon are required to obtain an Oregon Farm/Forest Labor Contractor License from the Oregon Bureau of Labor and Industries (BOLI). The license must be maintained in effect during the entire period of the Agreement. The CONTRACTOR shall provide a photocopy of a valid and current Oregon Farm/Forest Labor Contractor License (OR F/FLCL), or written temporary operating authority issued by Oregon Bureau of Labor and Industries. The license number must have the forest category endorsement.

25.0 DRUG/ALCOHOL AND FIREARMS PROHIBITION

25.1 FIREARM – WEAPON 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. (See Exhibit H).

25.2 DRUG-FREE/ALCOHOL- FREE WORK PLACE : CONTRACTOR and CONTRACTOR'S 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 Agreement Officer will make the full text of this FAR available to CONTRACTOR.

26.0 HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE

29.1 HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE. The following policies and orders are incorporated by reference into this Agreement: State of Oregon and Oregon Department of Forestry, **State** 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 employees who engage in such conduct **shall be** released or removed from the Incident. A CONTRACTOR who fails to enforce this policy will have its Agreement terminated.

27.0 ACCESS TO RECORDS AND AUDIT RIGHTS

CONTRACTOR shall maintain, retain, and keep accessible all records relevant to the Agreement and Contracts (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 representatives access to the Records at reasonable times and places for purposes of examination and copying.

EXHIBIT L

COMPENSATION

(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, Douglas Forest Protective Association and Walker Range Fire Patrol shall pay **CONTRACTOR** for services in accordance with the scheduled Proposal Rate stated in Section VII of this Agreement (Section VIII for strike teams) 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. Time shall start to accrue upon departure from the Designated Dispatch Location to each **ODF** fire 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**.

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

II. 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT M

STANDARD TERMS AND CONDITIONS

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES (State of Washington Fires Only)

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** obligation 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.

State of Washington, Department of Natural Resources shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

1. Insurers subject to Chapter 48.18 RCW: The insurer shall give the State 30 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the **State of Washington** shall be given 10 days advance notice of cancellation.

CONTRACTOR shall furnish **State of Washington**, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the agreement. The certificate of insurance shall reference the **State of Washington**, Department of Natural Resources, and the agreement number.

CONTRACTOR shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit **CONTRACTOR** liability or responsibility.

State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by **State of Washington**.

CONTRACTOR waives all rights against **State of Washington** for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

By requiring insurance herein, **State of Washington** does not represent that coverage and limits will be adequate to protect **CONTRACTOR**, and such coverage and limits shall not limit **CONTRACTOR** liability under the indemnities and reimbursements granted to **State of Washington** in this agreement.

The limits of insurance, which may be increased by **State of Washington**, Department of Natural Resources, as deemed necessary, shall not be less than as follows:

2. Commercial General Liability (CGL) Insurance. **CONTRACTOR** shall maintain general liability (CGL) covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of **CONTRACTOR'S** operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent **CONTRACTORS**, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

3. Employer's Liability ("Stop Gap") Insurance. **CONTRACTOR** shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4. 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.

5. Business Auto Policy (BAP) **CONTRACTOR** shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. **CONTRACTOR** waives all rights against **State of Washington** for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

VIII. Breach of Contract

Failure by **CONTRACTOR** anytime to maintain or show evidence of insurance or comply with any of the provisions in this Agreement is a material breach of contract. Upon breach of contract, the **STATE OF WASHINGTON** may, at its discretion, cancel or suspend the Agreement, or purchase insurance equivalent to the Minimum Coverage Requirements. All moneys paid by the **STATE OF WASHINGTON** for **CONTRACTOR** shall be repaid to the **STATE OF WASHINGTON** on demand. The **STATE OF WASHINGTON** at its discretion, may offset the cost of any insurance premiums paid for **CONTRACTOR** with any moneys due **CONTRACTOR** by **CONTRACTOR** by the **STATE OF WASHINGTON**

EXHIBIT N

COMPENSATION

(Washington Department of Natural Resources Fires Only)

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 fire 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.

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) 902-1708	Northwest Region 919 N Township Street Sedro Woolley WA 98284-9395 (360) 856-3500	Southwest Region 601 Bond Road PO Box 280 Castle Rock WA 98611-0280 (360) 577-2025
Central Region 1405 Rush Road Chehalis WA 98532-8763 (360) 748-2383	South Puget Sound Region 950 Farman Street N PO Box 68 Enumclaw WA 98022-0068 (360) 825-1631	Southeast Region 713 E Bowers Rd Ellensburg WA 98926-9341 (509)925-8510
Northeast Region 225 S Silke Rd PO Box 190 Colville WA 99114-0190 (509) 684-7474	Olympic Region 411 Tillicum Lane Forks WA 98331-9797 (360) 374-6131	

EXHIBIT O

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

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

52-213-4 - Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Jan 2004)

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

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

- 52.222-3 Convict Labor (June 2003) (E.O. 11755).
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246)
- 52.222-26 Equal Opportunity (Apr 2002) (E.O. 11246)
- 52.225-13 Restrictions on Certain Foreign Purchases (Mar 2005) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129)
- 52.233-3 Protest After Award (Aug 1996) (31 U.S.C. 3553)

(2) Listed below are additional clauses that apply:

- 52.232-1 Payments (Apr 1984)
- 52.232-8 Discounts for Prompt Payment (Feb 2002)
- 52.232-11 Extras (Apr 1984)
- 52.232-25 Prompt Payment (Oct 2003)
- 52.233-1 Disputes (July 2002)
- 52.244-6 Subcontracts for Commercial Items (Dec 2004)
- 52.253-1 Computer Generated Forms (Jan 1991)

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

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

- 52.222-19 Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- 52.222-41 Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico,

the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

- 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 12856) (Applies to services performed on Federal facilities).
- 52.225-1 Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- 52.232-33 Payment by Electronic Funds Transfer-Central CONTRACTOR Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central CONTRACTOR Registration (CCR) database as its source of EFT information.)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

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

- 52.209-6 Protecting the Government's Interest When Subcontracting with CONTRACTORS Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
- 52.211-17 Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).
- 52.247-29 F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(3) Listed below are additional clauses that apply:

- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
- 52.223-6 Drug-Free Workplace (MAY 2001) (Applicable to individuals only)
- 52.232-23 Assignment of Claims (JAN 1986) (Inapplicable to orders less than \$2,500)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the CONTRACTOR (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.243-1 Changes – Fixed Price (AUG 1987 ALT 1)
- 452.204-70 Inquiries (FEB 1988)
- 452.236-72 Use of Premises (NOV 1996)
- 452.236-73 Archaeological or Historic Sites (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)

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

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

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

- (e) **Excusable delays.** The CONTRACTOR shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the CONTRACTOR and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The CONTRACTOR shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the CONTRACTOR shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subCONTRACTORS to cease work. Subject to the terms of this contract, the CONTRACTOR shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the CONTRACTOR can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The CONTRACTOR shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the CONTRACTOR's records. The CONTRACTOR shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the CONTRACTOR, or if the CONTRACTOR fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the CONTRACTOR for any amount for supplies or services not accepted, and the CONTRACTOR shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) **Warranty.** The CONTRACTOR warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

NOTE: Any references to GOVERNMENTS right to terminate this contract in this Exhibit O means ODF's right to terminate this Agreement.

EXHIBIT P

COMPENSATION

(Federal Fires Only)

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 **CONTRACTOR'S** Representative will carry copies of the Agreement with the resource order to the assigned Incident.
- B. After each shift **CONTRACTOR'S** Representative will report Crew time signed by the Crew Boss to the Finance Section after being signed off by an appropriate **GOVERNMENT** official (usually the person the Crew worked for on the line) responsible for keeping time.
- C. Crew time report form will be used to record hours worked.
- D. Finance Section will post time to an equipment use invoice, Optional Form 286 (OP-286).
- E. When Crews 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.
- F. **CONTRACTOR'S** Representative will sign invoice.
- G. In most cases, the fire forest will make payment in accordance with the terms of this Agreement. Payments will be based on Crew time reports and properly signed OF-286 Equipment Use Invoices. In those cases where the fire forest is unable to make payment, it is critical that all original documents are sent with the **GOVERNMENT** Representative so payment can be processed later. Payment may be made by an Assistant Disbursing Officer (ADO) if available, otherwise payments should be made as quickly as possible. If **CONTRACTOR** has designated a financial institution for receipt of electronic funds transfer payments, the Electronic Funds Transfer Payment Method may be used. On long duration fires, partial payments may be made as provided by the referenced payment clauses (Payments, 52-232-1). When partial payments are made, it is critical that complete documentation be accomplished to avoid duplicate payments.
- H. Payment will be processed by the appropriate agency listed on the following pages:

EXHIBIT P (Continued)

COMPENSATION

(Federal Fires Only)

USDA FOREST SERVICE REGIONAL HEADQUARTERS & DISTRICTS

PNW Regional Office
333 SW First Ave
Portland OR 97308
(503) 8082877

Fremont NF
1301 South G St
Lakeview OR 97630
(541) 947-2151

Siskiyou NF
200 NE Greenfield Rd
Grants Pass OR 97528
(541) 471-6500

Colville NF
765 S Main
Colville WA 99114
(509) 684-7000

Olympic NF
1835 Black Lake Blvd SW
Olympia WA 98512
(360) 956-2300

Winema NF
2519 Dahlia Street
Klamath Falls OR 97601
(541) 883-6714

Ochoco NF
3160 NE Third Street
Prineville OR 97754
(541) 416-6500

Wenatchee NF
215 Melody Lane
Wenatchee WA 98801
(509) 662-4335

Siuslaw NF
4077 Research Way
Corvallis OR 97339
(541) 750-7000

Umpqua NF
2900 NW Stewart Pkwy
Roseburg OR 97470
(541) 672-6601

Gifford-Pinchot NF
10600 NE 51st Circle
Vancouver WA 98662
(360) 891-6500

Mt. Hood NF
16400 Champion Way
Sandy OR 97055
(503) 668-1700

Deschutes NF
1654 Hwy 20 E
Bend OR 97701
(541) 383-5300

Rogue River NF
333 West 8th Street
Medford OR 97501
(541) 858-2200

Umatilla NF
2517 SW Halley Ave
Pendleton OR 97801
(541) 278-3716

Okanogan NF
1240 South 2nd Ave
Okanogan WA 908840
(509) 827-3275

Willamette NF
211 East 7th Ave.
Eugene OR 97440
(541) 225-6300

Mt Baker-Snoqualmie
21905 64th Avenue West
Mountlake Terrace WA 98043
(425) 775-9702

Wallowa-Whitman NF
1550 Dewey Ave
Baker City OR 978914
(541) 523-6391

Malheur NF
431 Patterson Bridge Rd
John Day OR 97845
(541) 575-3000

Col River Gorge Scenic Area
902 Wasco Ave St. 200
Hood River OR 97031
(541) 386-2333

EXHIBIT P (Continued)

COMPENSATION

(Federal Fires Only)

BUREAU OF MANAGEMENT DISTRICTS

Burns District
HC 74-125 Hwy 20 W
Hines OR 97738
(503) 573-5241

Lakeview District
1301 South G Street S
Lakeview OR 97630
(503) 947-2177

Roseburg District
777 NW Garden Valley
Roseburg OR 97470
(503) 440-4930

Prineville District
185 East 4th Street
Prineville OR 97754
(541) 447-4115

Eugene District
2090 Chad Drive
Eugene OR 97440
(501) 683-6600

Coos Bay District
1300 Airport Lane
North Bend OR 97456
(541) 756-0100

Medford District
3040 Biddle Road
Medford OR 97504
(541) 770-2200

Salem District
1717 Fabry Road SE
Salem OR 97306
(503) 375-5646

Spokane District
East 4217 Main Ave
Spokane WA 99202
(509) 353-2570

Vale District
1000 Oregon Street
Vale OR 97918
(541) 447-4115

EXHIBIT P (Continued)

COMPENSATION

(Federal Fires Only)

BUREAU OF INDIAN AFFAIRS OFFICES

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

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

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

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

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

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

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

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

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

EXHIBIT P (Continued)

COMPENSATION

(Federal Fires Only)

NATIONAL PARKS SERVICE OFFICES

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

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

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

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

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

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

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

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

Mount Rainier Natl Park (MORA)
Tahoma Woods Star Route
Ashford WA 98304-9751
(370) 569-2211

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

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

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

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

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

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

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

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

EXHIBIT Q

*FOREST SERVICE PAYMENT CENTERS:

USDA, Forest Service
Region 4 EERA Payment Center
324 25th Street
Ogden, UT 84401
Attn: Tina Ledger

USDA Forest Service
Incident Financial Services
100 Forni Road
Placerville, CA 95667
Attn: Debbie Klippenstein

NATIONAL PARK SERVICE PAYMENT CENTERS:

Rose Pollard (APT Team #1 Leader) LAMR
Lake Meredith National Recreation Area
PO Box 1460
Fritch, TX 79036
(806) 857-0301
CCMail: LAMR_Administration@nps.gov

Debra Ledford (APT Team #2 Leader) KIMO
Kings Mountain National Military Park
2625 Park Road
Blacksburg, SC 29702
CCMail: debra_ledford@nps.gov

Linda Kelly (APT Team #3 Leader) BISO
Big South Fork NR&RA
4563 Leatherwood Road
Oneida, TN 37841
(423) 569-2404 ext. 238
CCMail: Linda_Kelly@nps.gov

Chuck Shoemake (APT Team #4 Leader) FOSM
Fort Smith National Historic Site
PO Box 1406
301 Parker Avenue
Fort Smith, AR 72902
(479) 783-3961
CCMail: chuck_shoemake@nps.gov

Connie Dworak (Alternate Team Leader) AOP
Regional Director's Office, AK
2525 Gambell Street
Anchorage, AK 99503
(907) 257-2552
CCMail: connie_dworak@nps.gov

AOC's ADO's:
Diane Mitchell CCMail: diane_mitchell@nps.gov
Debbie Townsend
debbie_townsend@nps.gov
Jay O'Quinn jay_oquinn@nps.gov
Accounting Operations Center
PO Box 100000
2180 Fox Mill Road
Herndon, VA 20171
(703) 487-9038

DEPARTMENT OF INTERIOR/BUREAU OF LAND MANAGEMENT PAYMENT CENTER:

National Business Center
Attn: Accounts Payable, BC620
Denver Federal Center, Building 50
P.O. Box 25047
Denver, CO 80225

OREGON STATE PAYMENT CENTER:

Oregon Department of Forestry
Finance Accounts Payment Coordinator

2600 State Street

Salem, OR 97310
(503) 945-7234

WASHINGTON STATE PAYMENT CENTER:

Washington Department of Natural Resources
Financial Management Division
PO Box 47041
Olympia, WA 98504-7041
(360) 902-1250

EXHIBIT R

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.		

Receipt is hereby acknowledged of the above notice and instrument of assignment.

DATE RECEIVED	HOUR RECEIVED <div style="text-align: right; margin-top: 5px;">A.M. P.M.</div>	
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)

KNOW ALL MEN BY THESE PRESENTS:
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 _____, 19__.

(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 19_____, 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 19_____, 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 19_____, 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.

NOTARY PUBLIC

(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 S – SUSPEND ORDER

**SUSPEND ORDER
OREGON DEPARTMENT OF FORESTRY
2007
INTERAGENCY FIREFIGHTING CREW AGREEMENT**

Issuing Office Oregon Department of Forestry Protection from Fire-Contracts 2600 State Street – Bldg. E Salem, OR 97310

Date	Contract Crew No.
-------------	--------------------------

Contract Crew Name

Designated Dispatch Location

Owner/Representative

NOTICE NUMBER

THIS IS YOUR NOTICE TO SUSPEND OR RESUME WORK AS REFERENCED IN PROVISION G.8.5 OF THE INTERAGENCY FIREFIGHTING CREW AGREEMENT.

REASON FOR SUSPENSION/RESUMPTION OF WORK AS NOTED BELOW:

- SUSPENSION OF WORK – DO NOT RESUME WORK UNTIL YOU ARE NOTIFIED TO DO SO IN WRITING.**

Effective (Date): _____

Type of Suspension: **INDEFINITE** pending completion of an investigation

The following excerpts from the Interagency Firefighting Crew Agreement (the "Agreement") are cited in this Suspend Order for your convenience. Please refer to the complete Agreement for all applicable terms and conditions:

G.8.6 CONTRACTOR is encouraged to contact the Single Point of Contact listed in Section C.2.2, or designee, immediately after receiving notice of a Crew suspension in order to discuss the Contract violation(s) and to propose actions that might be taken by **CONTRACTOR** to mitigate potential administrative actions.

G.8.7 GOVERNMENT'S response to a violation of the Agreement will take into account, among other factors, **CONTRACTOR'S** actions after suspension to correct the problem, the severity of the violation, the level and responsibility of Crew supervision at the time of Incident, safety concerns and previous contract violations by **CONTRACTOR** and Crew. Nothing in this section shall limit **GOVERNMENT'S** right to invoke any remedy available to it at law or in equity including, without reservation, **ODF'S** right to terminate this Agreement in the event of a material breach of its terms.

G.9.3 **ODF** may terminate this Agreement if **CONTRACTOR** commits a material breach of the Agreement and such breach is not completely cured within the period of time, if any, provided by **ODF** for the cure of such breach.

G 9.3 **GOVERNMENT** may suspend any strike team, strike team leader, Crew boss, Crew or **CONTRACTOR** that **GOVERNMENT** determines to be in material breach of the Agreement. As a minimum, suspension will remain in effect until completion of an investigation by **GOVERNMENT** and any subsequent administrative action.

Signature of Oregon Department of Forestry Contract Representative

EXHIBIT S – RESUME ORDER

RESUME ORDER
OREGON DEPARTMENT OF FORESTRY
2007
INTERAGENCY FIREFIGHTING CREW AGREEMENT

Issuing Office Oregon Department of Forestry
Protection from Fire-Contracts
2600 State Street – Bldg. E
Salem, OR 97310

Date

Contract Crew No.

Contract Crew Name

Designated Dispatch Location

Owner/Representative

RESUMPTION OF WORK

Effective (Date):

Remarks:

Signature of Oregon Department of Forestry Contract Representative

EXHIBIT T Handcrew Manifest Form

HANDCREW MANIFEST FORM											
ORDERING UNIT	INCIDENT NAME			INCIDENT NUMBER			RESOURCE NUMBER C-				
CONTRACTOR				IFCA NUMBER			DESIGNATED DISPATCH LOCATION				
CONTRACTOR REPRESENTATIVE				CONTACT PHONE:			REPORT TO:				
DEPARTURE PLACE			ETD	ETA	INTERMEDIATE STOPS PLACE			DESTINATION PLACE		ETD	ETA
EMPLOYEE NAME			M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER	EXPERIENCE AND LSA (Blue-Red-Yellow)			
1.						CRWB					
2.						FFT1					
3.						FFT1					
4.						FFT1					
5.						FFT2					
6.						FFT2					
7.						FFT2					
8.						FFT2					
9.						FFT2					
10.						FFT2					
11.						FFT2					
12.						FFT2					
13.						FFT2					
14.						FFT2					
15.						FFT2					
16.						FFT2					
17.						FFT2					
18.						FFT2					
19.						FFT2					
20.						FFT2					
DRIVER AND VEHICLE INFORMATION											
Driver Name Number	Identification Number			MSPA Number		Exp. Date	Vehicle License				
SIGNATURE OF AUTHORIZED REPRESENTATIVE (PRINT)									DATE		

EXHIBIT T - EXAMPLE **Handcrew Manifest Form**

HANDCREW MANIFEST FORM										
ORDERING UNIT Willamette NF		INCIDENT NAME Shady Beach Fire			INCIDENT NUMBER OR-WIF-456			RESOURCE NUMBER C - 17		
CONTRACTOR Western Contractors				IFCA NUMBER 08125			DESIGNATED DISPATCH LOCATION Eugene			
CONTRACTOR REPRESENTATIVE Owner Jim Johnson				CONTACT PHONE: 503-391-5675			REPORT TO: 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				
EMPLOYEE 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	FFT1		B	LSA-E/S			
4. Pedro Gonzalez	X		052205	FFT1		B	LSA-E/S			
5. Esteban Gomez	X		063500	FFT2	X	R				
6. Tom Savage	X		053415	FFT2	X	R				
7. Steve Jackson	X		063002	FFT2	X	R				
8. Greg Johnson	X		064210	FFT2		R				
9. Timothy Erickson	X		073285	FFT2		R				
10. Don Morris	X		073543	FFT2		R				
11. Mike Jones	X		053345	FFT2		R				
12. Carla Smith		X	074325	FFT2		R	- transfer			
13. Luis Cortez	X		083005	FFT2		R				
14. Jesus Rodriguez	X		083014	FFT2		Y				
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	FFT2		R				
DRIVER AND VEHICLE INFORMATION										
Driver Name Number	Identification Number	MSPA Number	Exp. Date	Vehicle License						
John Smith	051025	XXXXXXXXXXXX	07/10	RGH 250						
Susan Smith	062055	XXXXXXXXXXXX	08/10	LDX 322						
Pedro Gonzalez	052205	XXXXXXXXXXXX	11/09	FIRE 10						
Timothy Erickson	073285	XXXXXXXXXXXX	02/09	123 RED						
SIGNATURE OF AUTHORIZED REPRESENTATIVE (PRINT)							DATE 07-15-08			

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

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

CONTRACTOR

By Signature _____

Printed Name: _____

Title: _____

Company Name _____

Date: _____

STATE OF OREGON by and through its Agency

By _____
Burke Mayer- Interim Chief Procurement Officer

Date

EXHIBIT U

ROSS AND PNW INTERAGENCY ENGINE/TENDER AND CREW AGREEMENTS

Resource Ordering and Status System (ROSS) and Web-Status

The wild-land fire dispatch community manages resource status information and processes resource orders utilizing a dispatching program called ROSS. While many features of this program will be essentially invisible to vendors, there is one powerful tool imbedded within ROSS of which a vendor will want to take advantage. The feature is called ROSS Web-Status.

What Web-Status will allow a vendor to do is update the status of agreement resource(s) on the ROSS web site with the click of a mouse button or two. This simple procedure will immediately update the central ROSS database with your changes so that dispatchers have the latest information as to the availability of your resources.

The ROSS is a secure web based application with access controlled through the use of username and password. Each "First time" vendor will be issued a username and password upon award of a contract or agreement. You will be advised by the awarding contract officer as to whom you will contact for your username and password.

1. The National Interagency Coordination Center, NICC, hosts national contracts.
2. The Northwest Coordination Center, NWCC (Oregon and Washington), hosts contracts and agreements offered by the USDA Forest Service Regional Office and USDI Bureau of Land Management State Office.
3. The Salem Coordination Center, SCC, hosts agreements that are offered by the Oregon Department of Forestry, ODF.

By hosting these contracts and/or agreements, these coordination centers have access to the contract or agreement. The following protocol will be used for issuing a username and password.

- NICC at Boise issues username and password for the National Crew Contract. If a vendor also has R6/ Engine Contract, PNW Interagency Engine and Tender Agreement or PNW Interagency Crew Agreement resources, this username and password will be used to status those resources.
- NWCC at Portland issues username and password for the R6 Engine Contract and / or the PNW Interagency Engine and Tender Agreement. If a vendor also has PNW Interagency Crew Agreement resources, this username and password will be used to status those resources.
- SCC at Salem issues username and password for those vendors who have only the PNW Interagency Crew Agreement resources and will be used to status only those resources.

Once a username and password has been issued to a vendor that username and password does not need to be renewed each year. If a username or password needs to be updated, only the appropriate issuing coordination center can do so.

Following is an illustration of how ROSS usernames and passwords are issued by the coordination centers:

NICC at Boise
National Crew Contract

NWCC at Portland
R6 Engine Contract
PNW Engine & Tender Ag

SCC at Salem
PNW Crew Ag

The **first vendor contact** for ROSS questions and troubleshooting of ROSS issues will be the:

Northwest Coordination Center, NWCC

5420 NE Marine Drive, Portland, OR 97232-4169

Phone: 503-808-2720 Fax: 503-808-2750

Email: ornwc@dms.nwcc.gov

Web: <http://www.or.blm.gov/nwcc>

NWCC may refer you to one of the other coordination centers:

National Interagency Coordination Center, NICC

3833 S. Development Ave, Boise, ID 83705-5354

Phone: 208-387-5400 Fax: 208-387-5663

Email: jdnicmob@dms.nwcc.gov

Web: <http://www.nwccweb.us/index.asp>

Salem Coordination Center, SCC

2600 State Street Building 2, Salem, OR 97310

Phone: 503-945-7455 Fax: 503-945-7430

Email: orors@dms.nwcc.gov

Web: www.odf.state.or.us

Instructions for ROSS Web-Status

Your USERNAME is: XXXXXX

Your temporary PASSWORD is: XXXXXX

1. Via any Browser, navigate to: <http://ross.nwcc.gov>
2. 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**.
3. The next page you see will be the login page. Enter your username and password from above. These are case sensitive so enter exactly.
4. 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 your current password and then ask you twice for your new password. You can do this as often as you deem necessary.
5. If you are a vendor who has more than one type of resource, you will see "Aircraft", "Crew", "Equipment", "Overhead" and "Supply". Links along the left side of the page. These links will allow you to move from one resource type to another.
6. 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.)
7. 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 PNW Agreement vendors 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
8. You can add remarks by clicking on the "New Remark" link.
 9. 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.
 10. To check the status of ROSS Web Status go to <http://ross.nwcc.gov> and if you do not find what you need there call NWCC at 503-808-2720.

EXHIBIT V

Crew Performance Rating		Instructions: This rating is to be used only for determining an individual's fire fighting qualifications. All blocks must be completed. The immediate supervisor, not crew representative, will rate crew. If deficiencies are indicated for items 9 and 10, explain in item 11.			
1. Crew Name and Number		2. Incident Name and Number		Start Date of Incident	
3. Crew Home Unit and Address		4. Location of Fire (Complete Address)			
5. Crew Boss (name)	6. Crew Representative	7. Incident Complexity		8. Date of Assignment	
		I	II	III	FROM: TO:
9. CREW EVALUATION					11. Areas Needing Improvement
Rating Factors	Excellent	Satisfactory	Deficient	Needs To Improve	
Physical Condition					
Hot Line Construction					
Mop-up					
Use of Safe Practices					
Crew Organization and Equipment					
Others (specify)					
10. SUPERVISORY PERFORMANCES					
Crew Boss					
Squad Bosses					
Crew Representative					
Return equipment and supplies to appropriate unit					
Complete and turn in all time and use records on personnel and equipment					
12. Names of Outstanding Workers (comment)			13. Names of Individuals Needing Improvement (indicate areas(s))		
14. Remarks					
15. Crew Boss (signature) This rating has been discussed with me.					16. Date
17. Rated By (Signature)		18. Home Unit	19. Position on Incident		20. Date

3 copies: Original (CRWB) - Incident Copy - ODF, 2600 State Street, Salem, OR 97310

EXHIBIT V - Continued

Numerical Rating Crosswalk

March 7, 2005

When the supervisor completes the ICS-224 Form they are instructed to put an "X" in Blocks #9 and #10 reflecting their rating. We are replacing the "X" with a number ranging from 0 -10. The supervisor continues to document narrative comment(s) in blocks #11-#14 as appropriate.

General Rating Schematic:

Excellent:	Receives a numerical rating of 8 to 10
Satisfactory:	Receives a numerical rating of 5 to 7
Needs To Improve	Receives a numerical rating of 1 to 4
Deficient	Receives a numerical rating of 0

Use the following crosswalk to help determine the appropriate numerical rating:

Rating Factors

Physical Condition – (Physical abilities, Timeliness and Motivation)

8-10 – Excellent: Easy to identify outstanding examples of the resource always being motivated, ready to work, capable of performing all assignments, anticipating the next work assignment and being physically fit. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

Hot Line Construction - (Responsiveness, Dependability, Knowledge and Needs Limited Direction)

8-10 – Excellent: Easy to identify examples of always being knowledgeable, dependable, needing limited direction and responsive for hot line assignments and tasks. They are recognized as being professional and very capable. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

Mop-Up (Responsiveness, Dependability, Knowledge and Needs Limited Direction)

8-10 – Excellent: Easy to identify examples of always being knowledgeable, dependable, needing limited direction and responsive for mop-up assignments and tasks. They are

EXHIBIT V - Continued

recognized as being professional and very capable. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

Off Line Conduct (Professionalism, Control of Personnel, Mutual Respect and Integrity)

8-10 – Excellent: Easy to identify examples of complete control of personnel who are demonstrating professionalism, mutual respect and maintaining integrity. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

Use of Safe Practices (Safety Performance, Motivation, Fit for Duty and Consideration of Personnel Welfare)

8-10 – Excellent: Easy to identify examples of a positive safety attitude, obtains excellent performance, crew is always fit for duty and consideration for personnel welfare is exemplary. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

Crew Organization and Equipment (Span of Control, Communication, Personal Protective Equipment and Supplies)

8-10 – Excellent: Easy to identify examples of a well organized team that has excellent communications, quality personal protective equipment and supplies.

One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

Other (Specify) No Additional Direction

EXHIBIT V - Continued

Crew Boss (Leadership, Duty, Professionalism and Cohesiveness)

8-10 – Excellent: Easy to identify examples of an excellent supervisor, who demonstrates a commitment to the professionalism of the fire service and the importance of duty. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

Squad Boss – No Additional Direction

Crew Representative – No Additional Direction

EXHIBIT W

CREW AIR TRANSPORTATION

I. AIR TRANSPORTATION

Crews dispatched by **GOVERNMENT** may be required to fly to the Incident. **CONTRACTOR** will be notified that the Crews are to be transported by air at the time the **GOVERNMENT** dispatcher places the Resource Order Request. When this occurs, **CONTRACTOR** shall comply with the following rules.

II. GENERAL CREW INFORMATION

- A. Crews will be dispatched as a Type II Crew. If Crews are required to be air transported, Crews **SHALL NOT** come with hand tools. Crews shall not bring chain saws, unless specifically requested by **GOVERNMENT**.
- B. All equipment will be inspected and weighed by **GOVERNMENT** at the time of mobilization to ensure adherence to safe transporting procedures. **NO** combustible materials in motorized equipment, containers or fuses may be loaded aboard aircraft. If chain saws are requested, they must be purged before being placed on the aircraft.
- C. Crews transported by air under these provisions must wear clean clothing, while traveling aboard aircraft(s), to and from each fire location.

III. CREW MANIFESTS, STANDARD CUBES, WEIGHT POLICY AND GEAR FOR ALL PERSONNEL

- A. All personnel dispatched and transported by aircraft must conform to the following limitations:
 - 1. Crews will be limited to a maximum of 20 persons per Crew due to limited airline space and costs to the **GOVERNMENT**.
 - 2. **CONTRACTOR** shall identify all personnel mobilized and demobilized on a Handcrew Manifest Form (Form SF-245). See Exhibit T. All Crew Leaders or Crew Representatives shall maintain a **MINIMUM** of four (4) accurate copies of this form at all times. Crew person weights will be displayed separately from baggage and equipment weights on manifest. Crew Leaders or Crew Representatives shall ensure compliance with weight limitations.
 - 3. Crew persons shall be limited to:
 - a. One (1) frameless soft pack **NOT TO EXCEED** 45 pounds.

- b. Web gear or briefcase (not both) **NOT TO EXCEED** 20 pounds.
- c. **MAXIMUM** allowable Crew weight, **INCLUDING EQUIPMENT** is 5100 pounds.

IV. REIMBURSEMENT FOR AIR TRANSPORTATION

- A. When Crews are transported by air, **GOVERNMENT** shall reimburse the **CONTRACTOR** for air transportation costs. These costs may include any related transportation costs incurred by the **CONTRACTOR** from the dispatch-designated air terminal to the Incident and return to that dispatch designated air terminal, unless the **GOVERNMENT** changes the return destination. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified. All time from the Point of Hire to the Incident in transportation is time Under Hire.
- B. The **GOVERNMENT** shall reimburse **CONTRACTORS** for emergency return air transportation for individual Crew persons. The **GOVERNMENT** shall determine, in its sole discretion, whether air transportation is reimbursable.
- C. The **GOVERNMENT** will not reimburse **CONTRACTORS** for return air transportation costs for individual Crew persons whose employment is terminated at the Incident or who choose to return from the Incident for personal reasons other than bona fide emergencies. **GOVERNMENT** reserves the right to determine whether the circumstances in any particular case constitute a bona fide emergency for purposes of this Section. **GOVERNMENT** reserves the right to elect to transport those individuals released from an Incident for cause when the **GOVERNMENT** determines that the return of the individual(s) is in the **GOVERNMENT'S** best interest. **GOVERNMENT** may bill **CONTRACTOR** for return transportation costs and any other costs associated with the return. If the 20 person Crew is released, the individual(s) released for cause may be included in the return transportation, providing the Crew does not exceed the maximum allowances noted in Section III of this Exhibit.
- D. **CONTRACTOR** acknowledges the risks associated with air travel and agrees to hold harmless **GOVERNMENT** from any and all liabilities arising out of the activities in Exhibit W, in accordance with Section K.19.1 of Exhibit K to the Agreement.
- E. Procedure:
 - a. If the Crew boss is able to present the airline ticket, receipt or invoice from the carrier at the Incident, the **CONTRACTOR'S** costs for airline transportation will be added to the Equipment Use invoice submitted for Crew costs, or
 - b. If the Crew boss does not have the airline ticket, receipt or invoice at the Incident, the **CONTRACTOR** may later submit the common carrier costs for reimbursement.
 - c. Supporting documentation must include any itineraries received from the airline or travel agency, the Standard Form SF 245, Handcrew Manifest Form and the Crew Time Report for the travel day(s) (to include necessary ground travel to and from the Point of Hire to the Incident). The itinerary, Cargo Manifest, and the Crew Time Report must all be signed by the **GOVERNMENT** Representative at the travel destination. Those signed documents will serve as receipt of services on behalf of the **GOVERNMENT**.

EXHIBIT X

INTERAGENCY CREW AGREEMENT INSPECTION FORM

P F

INCIDENT NAME: _____ NUMBER: _____ DATE: _____

Crew Name/Number: _____	Resource Order #: _____
Agreement Number: _____	Number of Employees: _____
Crew Manifest: Yes <input type="checkbox"/> No <input type="checkbox"/>	Equipment Manifest: Yes <input type="checkbox"/> No <input type="checkbox"/>

CREW PERSONNEL (Check Each Person for the Following)

Photo ID and Employee Qualification Card with information required in Exhibit I.

PPE: 8" High Leather Lug Sole Boots, Hard Hat w/ Chin Strap, Leather Gloves, Goggles, Headlamp w/ Batteries

1 qt. Container, Fire Shelter, Flame Resistant Pants and Shirt.

SECTION I POWER SAWS

A - Make _____ Model _____
Serial # _____

B - Make _____ Model _____
Serial # _____

C - Make _____ Model _____
Serial # _____

	A	B	C
1. Visible Parts Broken*			
2. Visible Nuts and Bolts Tight			
3. Oil in Gear Case and Chain Oiler			
4. Cutting bar: Straight, Chain in good condition*			
5. Exhaust System and Spark Arrester*			
6. Motor: Idles evenly, runs smoothly, satisfactory power			
7. Gas/Oil for 1 st Shift			
8. Power Saw Chaps			

SECTION III VEHICLE INFORMATION

A - Make _____ Model _____
Lic. # _____
Operator Lic. # _____

B - Make _____ Model _____
Lic. # _____
Operator Lic. # _____

C - Make _____ Model _____
Lic. # _____
Operator Lic. # _____

	A	B	C
1. Gauges and Lights*			
2. Seat Belts*			
3. Glass and Mirrors*			
4. Wiper and Horn*			
5. Clutch Pedal: Proper adjustment, ¾" free travel			
6. Cooling System: Check radiator and hoses			
7. Oil Level and Condition: Full and Clean			
8. Battery: Check for corrosion, loose terminals, hold downs			
9. Fuel System*			
10. Electrical System: generator and starter working			
11. Engine Running: Check for knocks and leaks			
12. Transmission: Check for leaks			
13. Steering*			
14. Brakes*			
15. 4-Wheel Line-U-Joints: Check for looseness			
17. Springs and Shocks*			
18. Differential: Check for leaks			
19. Exhaust System*			
20. Frame*			
21. Tires and Wheels*			
22. Body and Interior Condition: Describe and locate damage in Remarks Section.			
23. Emergency Equipment Required:*			
Fire Extinguisher Shovel Axel/Pulaski			

SECTION II EQUIPMENT

	Person Crews		
	10	20	#
A. Hazel Hoe _____ 3lb. Head _____ 36" Handle _____	4	8	
B. Pulaski _____ 3 ¾ lb. Head _____ 36" Handle _____	5	10	
C. Shovel _____ Size 0 _____	4	8	
D. 10-Man Belt 1 st Aid Kit	1	2	
E. Programmable Hand Held Radio	2	3	
Model _____ Serial # _____			
Model _____ Serial # _____			
Model _____ Serial # _____			
Model _____ Serial # _____			
F. Radio Programming Cable	1	1	

* Safety Item - Do not accept until brought into compliance.

Remarks: _____

Inspector: _____ Company Representative: _____

EXHIBIT Z

MASTER COOPERATIVE FIRE PROTECTION AGREEMENT

Between

UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
Oregon and Washington
HAI040007
DUNS No. 798067393

NATIONAL PARK SERVICE
PACIFIC WEST REGION
Duns No. 092773134

BUREAU OF INDIAN AFFAIRS
NORTHWEST REGION
AGP000723

DUNS No. 076425305

UNITED STATES FISH AND WILD LIFE SERVICE
PACIFIC REGION
10131-100A
DUNS No. 129285792

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC NORTHEAST AND NORTHERN REGIONS
NFS 04-FI-1106000-297
DUNS No. 929332484

STATE OF OREGON
DEPARTMENT OF FORESTRY
03-Multi-6DUNS No. 118959662

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
IAA-04-143
DUNS No. 808883474

COOS FOREST PROTECTIVE ASSOCIATION
DUNS No. 084417666

DOUGLAS FOREST PROTECTIVE ASSOCIATION
DUNS No. 076423482

WALKER RANGE FOREST PROTECTIVE ASSOCIATION
DUNS No. 624858064

**EXHIBIT AA
OREGON DEPARTMENT OF FORESTRY
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: <i>(location of Crew where hired)</i>		
a. FEIN:	b. Business Phone:	c. DUNS:		
d. Business Owner:		5. NUMBER OF 20 PERSON CREWS FOR DESIGNATED DISPATCH LOCATION:	6. HOURLY RATE:	
7. Dispatch Contact Name:				
a. Telephone Number: <i>(Daytime)</i>	b. Telephone Number: <i>(Evening)</i>	c. Cell Number:	d. Fax Number:	e. Pager Number:
Dispatch Contact: Name:				
a. Telephone Number: <i>(Daytime)</i>	b. Telephone Number: <i>(Evening)</i>	c. Cell Number:	d. Fax Number:	e. Pager Number:
8. If commissary is available at fire camps, Use by Contractor's Personnel is: <input type="checkbox"/> AUTHORIZED <input type="checkbox"/> NOT AUTHORIZED by CONTRACTOR				
9. CONTRACTOR OR AUTHORIZED AGENT (SIGN HERE)			10. DATE	
11. CONTRACTOR OR AUTHORIZED AGENT'S NAME (PRINT HERE)				
12. ODF CONTRACT MANAGER SIGNATURE			13. DATE	
14. ODF CONTRACT MANAGER'S NAME AND TITLE				
15. AUTHORIZED USA CONTRACTING OFFICER			16. DATE	

**EXHIBIT AA
OREGON DEPARTMENT OF FORESTRY
INTERAGENCY FIREFIGHTING CREW AGREEMENT
AGREEMENT AWARD SUMMARY – STRIKE TEAM**

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: (<i>location of Crew where hired</i>)		
a. FEIN:	b. Business Phone:	c. DUNS:		
d. Business Owner:		5. NUMBER OF 42 PERSON CREWS FOR DESIGNATED DISPATCH LOCATION:	6. HOURLY RATE:	
7. Dispatch Contact Name:				
a. Telephone Number: <i>(Daytime)</i>	b. Telephone Number: <i>(Evening)</i>	c. Cell Number:	d. Fax Number:	e. Pager Number:
Dispatch Contact: Name:				
a. Telephone Number: <i>(Daytime)</i>	b. Telephone Number: <i>(Evening)</i>	c. Cell Number:	d. Fax Number:	e. Pager Number:
8. If commissary is available at fire camps, Use by Contractor's Personnel is: <input type="checkbox"/> AUTHORIZED <input type="checkbox"/> NOT AUTHORIZED by CONTRACTOR				
9. CONTRACTOR OR AUTHORIZED AGENT (SIGN HERE)			10. DATE	
11. CONTRACTOR OR AUTHORIZED AGENT'S NAME (PRINT HERE)				
12. ODF CONTRACT MANAGER SIGNATURE			13. DATE	
14. ODF CONTRACT MANAGER'S NAME AND TITLE				
15. AUTHORIZED USA CONTRACTING OFFICER			16. DATE	

**EXHIBIT AA
OREGON DEPARTMENT OF FORESTRY
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: (<i>location of Crew where hired</i>)		
a. FEIN:	b. Business Phone:	c. DUNS:		
d. Business Owner:		5. NUMBER OF STRIKE TEAM LEADERS FOR DESIGNATED DISPATCH LOCATION:		6. HOURLY RATE:
7. Dispatch Contact Name:				
a. Telephone Number: <i>(Daytime)</i>	b. Telephone Number: <i>(Evening)</i>	c. Cell Number:	d. Fax Number:	e. Pager Number:
Dispatch Contact: Name:				
a. Telephone Number: <i>(Daytime)</i>	b. Telephone Number: <i>(Evening)</i>	c. Cell Number:	d. Fax Number:	e. Pager Number:
8. If commissary is available at fire camps, Use by Contractor's Personnel is: <input type="checkbox"/> AUTHORIZED <input type="checkbox"/> NOT AUTHORIZED by CONTRACTOR				
9. CONTRACTOR OR AUTHORIZED AGENT (SIGN HERE)			10. DATE	
11. CONTRACTOR OR AUTHORIZED AGENT'S NAME (PRINT HERE)				
12. ODF CONTRACT MANAGER SIGNATURE			13. DATE	
14. ODF CONTRACT MANAGER'S NAME AND TITLE				
15. AUTHORIZED USA CONTRACTING OFFICER			16. DATE	

**EXHIBIT AA
OREGON DEPARTMENT OF FORESTRY
INTERAGENCY FIREFIGHTING CREW AGREEMENT
AGREEMENT AWARD SUMMARY – INITIAL ATTACK CREW**

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: (<i>location of Crew where hired</i>)		
a. FEIN:	b. Business Phone:	c. DUNS:		
d. Business Owner:		5. NUMBER OF 10 PERSON CREWS FOR DESIGNATED DISPATCH LOCATION:	6. HOURLY RATE:	
7. Dispatch Contact Name:				
a. Telephone Number: <i>(Daytime)</i>	b. Telephone Number: <i>(Evening)</i>	c. Cell Number:	d. Fax Number:	e. Pager Number:
Dispatch Contact: Name:				
a. Telephone Number: <i>(Daytime)</i>	b. Telephone Number: <i>(Evening)</i>	c. Cell Number:	d. Fax Number:	e. Pager Number:
8. If commissary is available at fire camps, Use by Contractor's Personnel is: <input type="checkbox"/> AUTHORIZED <input type="checkbox"/> NOT AUTHORIZED by CONTRACTOR				
9. CONTRACTOR OR AUTHORIZED AGENT (SIGN HERE)			10. DATE	
11. CONTRACTOR OR AUTHORIZED AGENT'S NAME (PRINT HERE)				
12. ODF CONTRACT MANAGER SIGNATURE			13. DATE	
14. ODF CONTRACT MANAGER'S NAME AND TITLE				
15. AUTHORIZED USA CONTRACTING OFFICER			16. DATE	

Exhibit BB

DISPATCHING CONTRACT RESOURCES

Objectives

1. Ensure timely response with suppression resources to meet suppression objectives.
 2. Ensure cost-effective fire suppression through maximum use of best value resources.
 3. Achieve consistency between dispatch offices in how Agreement resources are dispatched.
 4. Ability to successfully implement in the 2007 fire season with potential to utilize beyond 2007.
- I. Crews Under the National Crew Contract and Engines Under the R-6 Engine Contract
 - A. Dispatch procedures for federal agencies will meet the requirements of the Contract as described in the appropriate sections of the Northwest Interagency Mobilization Guide.
 - B. National Contract Crews and R-6 Contract Engines will only be dispatched to ODF and WADNR Incidents when specifically ordered or when all other resources are depleted.
 - II. Crews, Engines, and Tenders Under NW Interagency Agreements
 - A. General Procedures
 1. All crews, engines, and tenders will be assigned to Host Units.
 2. The Northwest Area Neighborhood Concept described in 21.2.3 of the Northwest Interagency Mobilization Guide will be used.
 3. All Crews, engines, and tenders will be assigned a best value rating by the contracting officer based on an evaluation at the time of award. This rating will determine the priority for dispatching Agreement resources when dispatch is based on best value.
 4. When dispatching closest resources and several resources can meet the desired delivery time at the Incident, order of dispatch will be based on best value.
 - B. Dispatching to Type 3, 4, and 5 Federal Agency and WADNR Incidents
 1. Incidents on Host Units for NW Interagency Agreement Resources
 - a. Dispatch the resources closest to the Incident based on desired delivery time.
 - b. If all resources are depleted within the Host Unit, orders will be placed with neighboring Host Unit(s). Neighboring Host Unit will fill the order based on best value ranking within the host unit with the resources that can meet the desired delivery time.
 - c. If all resources are depleted within the Host Unit and its neighboring unit(s), orders for additional resources on federal Incidents will be placed with NWCC. Orders for additional resources on WADNR Incidents will be placed with Olympia Dispatch Center. NWCC and Olympia Dispatch will place the order with the Host Unit(s) closest to the Incident. Orders will be filled based on best value ranking within the Host Unit with resources that can meet the desired delivery time.
 - d. All orders placed after the Incident is contained will be filled based on best value ranking within the Host Unit.
 2. Incidents on Units That Are Not Host Units for NW Interagency Agreement Resources
 - a. Resource order will be placed with neighboring Host Unit(s). Neighboring unit will fill order based on best value ranking within the Host Unit with resources that can meet the desired delivery time.

- b. If all resources are depleted within the neighboring Host Unit(s), orders for additional resources on federal Incidents will be placed with NWCC. Orders for additional resources on WADNR Incidents will be placed with Olympia Dispatch. NWCC and Olympia Dispatch will place the order with the unit(s) closest to the Incident which will fill the order based on best value ranking within the Host Unit.
- 3. All orders placed after the Incident is contained will be filled based on best value ranking within the Host Unit.

C. Dispatching to Type 3, 4, and 5 ODF Incidents

- 1. Crews, engines and tenders located within the Host Unit that services the ODF Protection Unit (see NW Interagency Mobilization Guide 21.2.3) where the Incident is located may be ordered directly from the Contractor by the ODF Unit Dispatch or from the Host Unit dispatch center. Resources will be dispatched using the closest/cost effective resource criteria. When resources are ordered directly from the Contractor, the ODF Protection Unit shall call the Host Unit dispatch center with the resource status responsibilities and the Host Unit dispatch center shall status them in ROSS accordingly.
- 2. If all Contract resources located within the Host Unit area have been utilized, the ODF Protection Unit must go to the District level first, then to the Area level, then to Salem Coordination Center (SCC) for additional resources.
 - a. If resources are requested through SCC, they will either place the order with the ODF Unit's neighboring Host Unit(s) dispatch center or go directly to the Contractor.
 - b. The order will be filled based on best value ranking within the Host Unit and the ability to meet the desired delivery time at the Incident. A telephone call shall be made by SCC to the Host Unit dispatch center followed by a copy of the resource order if a contractor is accessed directly.
- 3. All orders placed after the Incident is controlled will be filled based on best value ranking within the Host Unit. A case by case exception to fill an order with the closest or most cost-effective resource may be granted based on documentation by the IC, District Forester or designee.

D. Dispatching to Type 1 and 2 Federal Agency and WADNR Incidents

- 1. Incidents on Host Units for NW Interagency Agreement Resources
 - a. Dispatch resources based on best value ranking within the Host Unit.
 - b. If all resources are depleted within the Host Unit, orders will be placed with neighboring Host Unit(s). Neighboring Host Unit will fill the order based on best value ranking within the Host Unit.
 - c. If all resources are depleted within the Host Unit and its neighboring unit(s), orders for additional resources on federal Incidents will be placed with NWCC. Orders for additional resources on WADNR Incidents will be placed with Olympia Dispatch. NWCC and Olympia Dispatch will place the order with the Host Unit(s) closest to the Incident. Orders will be filled based on best value ranking within the Host Unit.
- 2. Incidents on Units That Are Not Host Units for NW Interagency Agreement Resources
 - a. Resource order will be placed with a neighboring Host Unit(s). Order will be filled based on best value ranking within the Host Unit.
 - b. If all resources are depleted within the neighboring Host Unit(s), orders for additional resources on federal Incidents will be placed with NWCC. Orders for

additional resources on WADNR Incidents will be placed with Olympia Dispatch Center. NWCC and Olympia Dispatch will place the order with the Host Unit(s) closest to the Incident. Orders will be filled based on best value ranking within the Host Unit.

3. On Incidents where orders would ordinarily be filled based on best value as described above, a case by case exception to fill an order with the closest resource can be granted based on documentation by the IC due to emergency fire conditions that warrant an immediate deployment of firefighting forces.

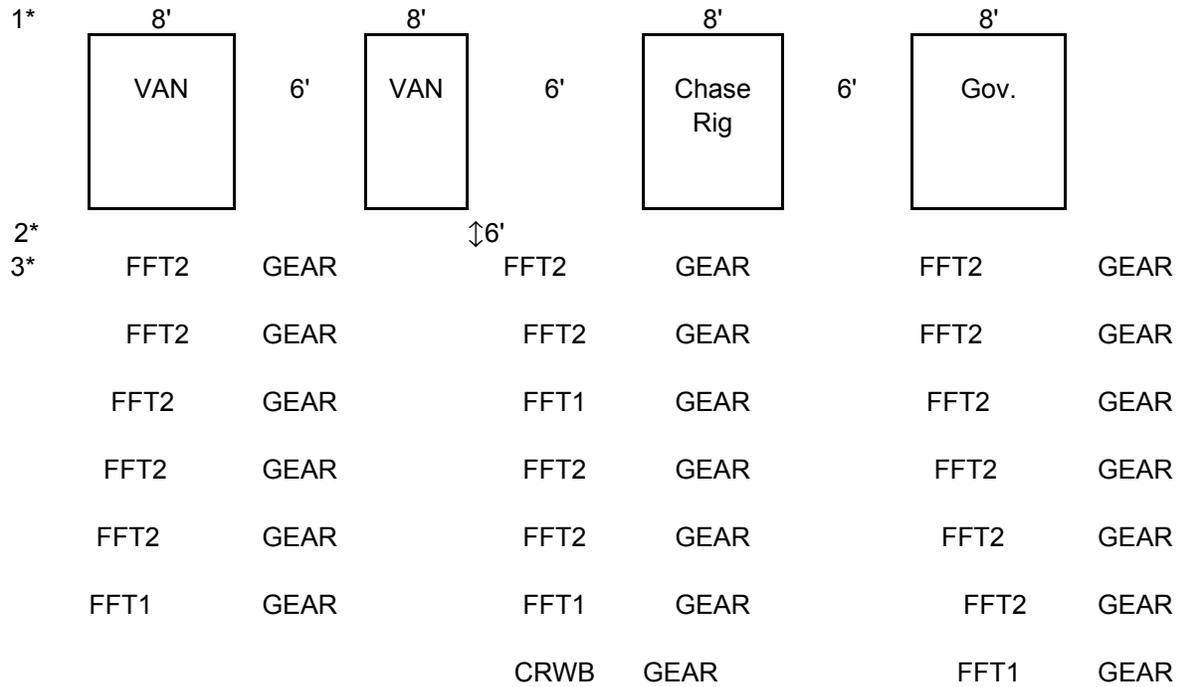
E. Dispatching to Type 1 and 2 ODF Incidents

1. All non-local resources will be ordered through SCC.
2. SCC will place orders directly with Contractors. Dispatch priority will be based on best value ranking within Oregon and Washington.
3. A telephone call shall be made by SCC to the Host Unit dispatch center followed by an order in ROSS if a contractor is accessed directly.
4. On Incidents where orders would ordinarily be filled based on best value as described above, a case by case exception to fill an order with the closest resource can be granted based on documentation by the IC due to emergency fire conditions that warrant an immediate deployment of firefighting forces.

Exhibit CC

Example of Crew Assembly for Inspection

Approximately 50 X 60 = 3000 Square Feet



1* Approximately 26' from back wall to front of van

2* Approximately 6' clearance between vans and Crew

3* Approximately 4' space around each FF to allow room for inspection



Exhibit DD

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. INSURERS AFFORDING COVERAGE
INSURED	
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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		00/00/2003	00/00/2003	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td></td></tr> <tr><td>MED EXP (Any one person)</td><td></td></tr> <tr><td>PERSONAL & ADV INJURY</td><td></td></tr> <tr><td>GENERAL AGGREGATE</td><td></td></tr> <tr><td>PRODUCTS – COMP/OP AGG</td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	FIRE DAMAGE (Any one fire)		MED EXP (Any one person)		PERSONAL & ADV INJURY		GENERAL AGGREGATE		PRODUCTS – COMP/OP AGG	\$
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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per Accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>	COMBINED SINGLE	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per Accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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BODILY INJURY (Per person)	\$																
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PROPERTY DAMAGE (Per accident)	\$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>AUTO ONLY (Ea Accident)</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY:</td><td></td></tr> <tr><td>EA ACC</td><td>\$</td></tr> <tr><td>AGG</td><td>\$</td></tr> </table>	AUTO ONLY (Ea Accident)	\$	OTHER THAN AUTO ONLY:		EA ACC	\$	AGG	\$				
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	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		
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	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE – EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE – POLICY LIMIT</td><td>\$</td></tr> </table>	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$	E.L. DISEASE – EA EMPLOYEE	\$	E.L. DISEASE – POLICY LIMIT	\$				
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	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS but only with respect to the Contractors 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), 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 CERTIFICATE 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.

JOB HAZARD ANALYSIS – WORK CAPACITY TEST

Oregon Department of Forestry

1. WORK PROJECT/ACTIVITY

2. LOCATION (IF APPLICABLE)

3. UNIT

**Klamath – Lake District
JOB HAZARD ANALYSIS (JHA)**

Work Capacity Test/"Pack Test"
4. NAME OF ANALYST

Klamath – Lake District
5. JOB TITLE

Klamath-Lakeview
6. DATE PREPARED

(Instructions on Reverse)
7. TASKS/PROCEDURES

Kellie Carlsen & Alvin Lawver
8. HAZARDS

A.U.F./Prot. Unit Supervisor 8/01 NEW 09/01 REVISED
9. ABATEMENT ACTIONS
Engineering Controls * Substitution * Administrative Controls * PPE

<p>4. After the test</p>	<p>A. Physical distress/illness</p>	<p>A.</p> <ol style="list-style-type: none"> 1. Assist test subjects with removal of pack/vest at end of test. 2. Ensure water is provided and test subjects are drinking water. 3. Encourage test subjects to continue to walk around and to do stretching exercises. 4. Ask test subjects how they feel. 5. Continue to monitor all test subjects until they leave the testing area.
<p>10. SUPERVISOR SIGNATURE</p>	<p>11. TITLE</p>	<p>12. DATE</p>

Job Hazard Analysis Instructions

The JHA shall identify the work project or activity, the name of employee(s) writing the JHA, the date(s) of development, and the name of the appropriate supervisor approving it. The supervisor acknowledges that employees have read and understand the contents, have received the required training, and are qualified to perform the work project or activity.

Blocks 1, 2, 3, 4, 5, and 6: Self-explanatory.

Block 7: Identify all tasks and procedures associated with the work project or activity that have potential to cause injury or illness to personnel and damage to property or material.

Block 8: Identify all known or suspect hazards associated with each respective task/ procedure listed in block 7. For example:

- a. Research past accidents/incidents
- b. Research directives, training materials or other appropriate literature.
- c. Discuss the work project/activity with participants
- d. Observe the work project/activity
- e. A combination of the above

Block 9: Identify appropriate actions to reduce or eliminate the hazards identified in Block 8. Abatement measures listed below are in the order of the preferred abatement method.

- a. Engineering Controls:
For example, ergonomically designed tools, equipment, and furniture.
- b. Substitution: For example, switching to high flash point, non-toxic solvents.
- c. Administrative Controls: For example, limiting exposure by reducing the work schedule; establishing appropriate procedures and practices.
- d. Personal Protective Equipment: For example, using hearing protection when working with close to portable machines (chain saws, rock drills, portable water pumps)
- e. A combination of the above.
- f. Include Field Medical/Emergency Situation procedures, where needed, as defined in the Safety Plan

Block 10: The JHA must be reviewed and approved by a supervisor.

Block 11 and 12: Self-explanatory.

Job Hazard Analysis Acknowledgment

We, the undersigned work leader and crew members, acknowledge participation in the development of this JHA (as applicable). We have thoroughly discussed and understand the provisions of this document:

SIGNATURE/DATE

SIGNATURE/DATE

_____ **Lead Worker**

Distribution:

1. Return original to supervisor
2. Supervisor **provide a new/updated copy to each of the following:**
 - A. Office JHA notebook
 - B. All Offices in District
 - C. District Forester
 - D. Safety Committee Chair
3. Notify all district supervisors via e-mail of new/updated JHA
4. Supervisors are responsible to distribute to employees, as needed

JOB HAZARD ANALYSIS – WORK CAPACITY TEST

Oregon Department of Forestry

1. WORK PROJECT/ACTIVITY

2. LOCATION (IF APPLICABLE)

3. UNIT

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JOB HAZARD ANALYSIS (JHA)

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A.U.F./Prot. Unit Supervisor 8/01 NEW 09/01 REVISED
9. ABATEMENT ACTIONS
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10. SUPERVISOR SIGNATURE	11. TITLE	12. DATE	

MEDICAL PLAN	1. Incident Name	2. Date Prepared	3. Time Prepared	4. Operational Period						
	Work Capacity Testing	04/07/05	0900	N/A						
5. Incident Medical Aid Station										
Medical Aid Stations		Location			Paramedics Yes No					
Mobile		In Vehicle with Test Administrators or EMT/ Medical Personnel				X				
6. Transportation										
A. Ambulance Services										
Name		Address		Phone		Paramedics Yes No				
Lakeview Disaster Un		PO Box 1007 Lakeview, OR 97630		945-2504			X			
Air Life of Oregon		2500 NE Neff Road, Bend, OR 97701		541-385-6305		X				
B. Incident Ambulances										
Name		Location			Paramedics Yes No					
		Same as above								
7. Hospitals										
Name	Address		Travel Time Air Ground		Phone		Helipad Yes No		Burn Center Yes No	
Lake Dist. Hosp	700 S. J Street, Lakeview, OR 97630			5 Min	947-2114		X			
8. Medical Emergency Procedures										
<p>1. Notification: Immediately Notify On-scene EMT/Medical Personnel and/or a Test Administrator. Whomever is closest.</p> <p>2. Onsite Personnel will administer Emergency Medical Care.</p> <p>3. Request Ambulance (if not on-scene and if needed) through 9-1-1.</p>										
9. Prepared by (Medical Unit Leader)						10. Reviewed by (Safety Officer)				