

ATTACHMENT 2



2009 INTERAGENCY FIREFIGHTING CREW AGREEMENT

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INTERAGENCY FIREFIGHTING CREW AGREEMENT

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

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

The Parties agree as follows:

AGREEMENT

RESOURCES AND COMPENSATION

1.0 SCOPE OF THE AGREEMENT AND PROVISION OF RESOURCES:

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

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

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

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

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

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

1.7 **Contractor** must maintain proof of training record inspections for STCR, **CRWB** and FFT1 positions on proposed additional **Crews** prior to receiving award. **Government** will provide written acceptance of additional **Crews** upon verification of training requirements.

2.0 COMPENSATION

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

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

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

2.4 Prices shall be firm for the **Initial Term of the Agreement**. **Contractor** may request Price adjustments in writing no later than ninety (90) **Days** prior to the expiration of the **Initial Term of the Agreement**, or if applicable, the first **Extension Term**. Price Adjustments shall not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index based on the Portland/Salem Urban Consumers percentage difference (a) between July 1, 2009 and July 1, 2010 (for the first Extension Term), or July 1, 2010 and July 1, 2011 (for the second extension term).

3.0 DISPATCH OF CONTRACTOR RESOURCES:

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

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

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

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

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

TERM AND EXTENSION

4.0 TERM OF THE AGREEMENT AND OPTION TO EXTEND

4.1 The **Initial Term of the Agreement** shall commence on the **Effective Date** and expire upon the execution of an extension to the **Agreement** or December 1, 2010, whichever is earlier unless terminated sooner in accordance with the **Agreement**.

4.2 The **Administering Agency** shall, at its sole discretion, have the option to extend the **Term of the Agreement** for up to two additional one-year periods (each an "**Extension Term**"). If the **Administering Agency** intends to extend the **Term of the Agreement**, it shall transmit a **Renewal Notice** to the **Contractor** no later than sixty (60) **Days** prior to the expiration of the **Initial Term of the Agreement**, or if applicable, the first **Extension Term**.

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

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

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

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

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

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

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

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

5.2 The **Agreement** may be terminated by the **Administering Agency** at its sole discretion, for its convenience, upon 30 **Days** written notice to the **Contractor**.

5.3 The **Administering Agency** may terminate the **Agreement** immediately, or upon such conditions as are contained in a written notice, if **Contractor** is in breach of the **Agreement** or in default of the **Agreement** as described in **Section 8**.

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

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

6.0 MERGER CLAUSE; AMENDMENT; WAIVER:

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

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

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

CONTRACT COMPLIANCE, BREACH AND REMEDIES

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

8.0 DEFAULT:

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

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

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

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

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

9.0 REMEDIES - If **Contractor** is in breach or default of the **Agreement**, the **State** is entitled to the following remedies in addition to any administrative remedy taken pursuant to **Section 6** of the **Agreement**:

9.1 Recovery of any and all damages suffered as the result of **Contractor's** default, including but not limited to direct, indirect, incidental and consequential damages, damages as provided in ORS 72.7110 to 72.7170 and damages provided by any other applicable Oregon law.

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

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

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

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

APPLICABLE LAW AND POLICIES

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

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

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

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

10.1.3 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT. **Contractor** must comply with the requirements of The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR500). This law requires any employer who hires or anticipates hiring **Crew Members** subject to MSPA to (a) obtain a MSPA registration number and (b) provide licensed MSPA drivers. **Contractor** must provide evidence of compliance with this Act upon request by a representative of any **Government** entity.

10.2 US DEPARTMENT OF LABOR WAGE DETERMINATION AND STATE MINIMUM WAGE. **Contractor** must compensate all **Crew Members** in accordance with the applicable provisions of (a) Wage Determination under the Service Contract Act, or (b) state minimum wage rate, whichever is higher.

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

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

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

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

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

Oregon Department of Forestry policy 50.010.01;

Washington State Department of Natural Resources Policy POL-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.

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

GENERAL TERMS AND CONDITIONS

11.0 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:

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

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

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

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

12.0 INSURANCE

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

13.0 TIME IS OF THE ESSENCE:

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

14.0 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

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

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

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

15.0 INDEMNIFICATION:

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

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

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

16.0 NOTICES:

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

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

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

17.0 GOVERNING LAW, VENUE AND CONSENT TO JURISDICTION:

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

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

18.0 SURVIVAL:

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

19.0 SEVERABILITY:

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

20.0 ASSIGNMENT AND DELEGATION:

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

20.1.1 A "change of control" is deemed as an assignment of rights; and

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

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

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

21.0 THIRD PARTY BENEFICIARIES:

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

22.0 ACCESS TO RECORDS AND AUDIT RIGHTS:

Contractor shall maintain, retain, and keep accessible all records relevant to the **Agreement** (the "**Records**") for a minimum of three (3) years, or such longer period as may be required by applicable law following expiration or termination of the **Agreement**, or until the conclusion of any audit, controversy or litigation arising out of or related to the **Agreement**, whichever date is later ("**Record Retention Period**"). Financial **Records** shall also be kept in accordance with generally-accepted accounting principles. During the **Record Retention Period**, the **Contractor** shall permit the **State**, and its duly authorized representative's, access to the **Records** at reasonable times and places for purposes of examination and copying.

23.0 CERTIFICATION OF COMPLIANCE WITH TAX LAWS:

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

24.0 CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS:

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

Attachment A – Agreement Award Summary

OREGON DEPARTMENT OF FORESTRY 2009 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: 1	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 SIGNATURE			16. DATE	
17. AUTHORIZED USA CONTRACTING OFFICER'S NAME AND TITLE				

**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: <div style="text-align: center;">1</div>	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 SIGNATURE			16. DATE	
17. AUTHORIZED USA CONTRACTING OFFICER'S NAME AND TITLE				

Exhibit A - Definitions

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

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

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

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

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

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

“BOLI” means the Oregon Bureau of Labor and Industries.

“Business Days” means Monday through Friday of each week excluding holidays.

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

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

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

“Consumable Goods” means **Government** owned or **Contractor** owned items normally expected to be completely consumed or used at the **Incident** (e.g., batteries, meals ready to eat (MRE’s), plastic canteens, and petroleum products). **Consumable Goods** is not marked.

“Contract Rate” means the rates set forth in C 1.0.

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

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

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

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

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

“Crew Representative” means the Agent or **Crew Member** 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” or **“DDL”** means the physical location from which a **Resource** is dispatched as identified in **D 1.3** of the **Agreement**.

“Durable Property” means **Government** owned items 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**. **Durable Property** may be marked with paint or etching to show “US GOVT,” or other specific marking.

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

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

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

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

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

“Government Representative” means any agent or **Crew Member** of a **Government** that is identified as its representative by the **Government**.

“Guarantee Rate” means a rate of pay, calculated as the **Proposal Rate** multiplied by eight (8) hours multiplied by the number of **Crew Members** authorized that determines the minimum amount **Contractor** will be paid for each calendar **Day** the **Crew** is **Under Hire**, with the exception of the first and last **Day** of travel.

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

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

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

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

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

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

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

“Length of Assignment” means the time period (**Days**) between the first 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 L**.

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

- a. Brush scratches on the body of a vehicle.
- b. Punctures, tears, destruction of tires or sidewalls due to rocks or sticks common to the working environment.
- c. Wear on the paint on the inner and outer surfaces of a vehicle, including top, sides, rails or tailgate, chips from flying rocks or minor bumps or dents on either the sheet metal or the bumpers.
- d. Dust-clogged air filters or oil filters.
- e. Damage or failure of power train, steering linkage or suspension by either fatigue or operator error (power train includes engine, clutch, transmission, transfer case, drive line, front and rear differentials, axles, wheels and bearings).

“NWCC” means Northwest Coordination Center: The Northwest Interagency Coordination Center serves as the northwest area geographic focal point to provide logistical support and intelligence relative to anticipated and ongoing wildfire activity for all federal and cooperating state wildland fire suppression agencies.

“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 and (e) check-in.

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

“Ordered Stand By” means time when a **Crew** is held, by direction or orders of the **Incident Management Team**, in a specific location, fully outfitted and ready for assignment. **Ordered Stand By** is considered **On-Shift** time.

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

“PCSU” means the **Administering Agency’s Protection Contract Services Unit**.

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

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

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

“Property” means **Accountable Property, Durable Property** and **Consumable Goods**.

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

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

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

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

“Season,” for the purposes of firefighting experience, means a period of time of indeterminate length during the same calendar year or longer, 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** including **Severity/Preparedness**.

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

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

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

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

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

“**Strike Team**” means a 41 person Type 2 firefighting unit consisting of 32 Firefighter Type 2 (FFT2), 6 Advanced Firefighter/Squad Bosses (FFT1), 2 **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**.

“**Term of the Agreement**” means the **Initial Term** and **Extension Terms** if any.

“**Trainee**” means an individual who is preparing to qualify for a **Crew** position. All required 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 - Crew Composition, Position Qualification Requirements and Training

B 1.0 CREW COMPOSITION – Crew types covered by this **Agreement** shall be composed of the following numbers of personnel in each of the categories set forth below.

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

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

Forty percent (40%) of the Type 2 20-person must have completed one **Season** or more of documented firefighting experience consisting of a minimum of 15 **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.

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

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

Forty percent (40%) of the Type 2 10-person must have completed one **Season** or more of documented firefighting experience consisting of a minimum of 15 **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.

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

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

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

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

B 1.4 Contractor shall ensure that all of **Contractor's Crews** supplied under this **Agreement** meet all applicable requirements while providing **Services** under this **Agreement**.

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

B 1.6 **Government** reserves the right to reject any **Crew Member** who is not in full compliance with the specifications in this **Exhibit**. In addition, failure of any **Crew Member** to demonstrate an ability to perform the tasks listed in the **PTB** for that **Crew Member's** position shall be cause for immediate release of that **Crew Member** from an **Incident**. All required training and pre-requisite experience must be completed before the **PTB** may be issued. Only one **PTB** can be worked on at a time and must be completed before beginning pre-requisite experience for a new **PTB**.

B 2.0 POSITION QUALIFICATION REQUIREMENTS:

This **Section** defines the qualifications required for Certification in each Incident Command System (ICS) position required under this **Agreement**. Table 1 and Table 2, below, shows in sequence the training and experience requirements to become certified in each position covered by this **Agreement**.

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

B 2.1 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 (See PMS 310-11) as a **Single Resource Boss Crew** on wildfire or prescribed fire **Incidents** that consisted of:

At least three (3) Incident assignments that each had one Operational Period requiring suppression action on active flame (Hotline).

A total of fifteen (15) Operational Periods on Type 1, 2, 3, 4 or 5 Incidents.

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

AND

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

At least three (3) training/evaluation assignments that each had one Operational Period requiring suppression action on active flame (Hotline).

A total of at least fifteen (15) Operational Periods on Type 1, 2, 3, 4 or 5 Incidents.

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.

B 2.2 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 Leadership (L-280)

EXPERIENCE

Satisfactory performance (see PMS 310-13) as an Advanced Firefighter/Squad Boss that consisted of:

At least three (3) Incident assignments that each had one Operational Period requiring suppression action on active flame (Hotline).

A total of at least fifteen (15) Operational Periods on Type 1, 2, 3, 4 or 5 Incidents.

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

AND

Satisfactory position performance as a **Single Resource Boss - Crew (CRWB)** Trainee, supervising a minimum of 18 firefighters, on wildfire or prescribed fire **Incidents**, documented in **PTB**, that consisted of:

At least three (3) training/evaluation assignments that each had one Operational Period requiring suppression action on active flame (Hotline).

A total of at least fifteen (15) Operational Periods on Type 1, 2, 3, 4 or 5 Incidents.

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)

B 2.3 Advanced Firefighter/Squad Boss (FFT1)

REQUIRED TRAINING

Same as for Firefighter (FFT2) AND

Advanced Firefighter Training (S-131)

Look Up, Look Down, Look Around (S-133) – Required if certified after January 2006.

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Power Saws (S-212)

Portable Pump and Water Use (S-211)

EXPERIENCE

Satisfactory performance (see PMS 310-14) as Firefighter (FFT2) that consisted of:

At least three (3) **Incident** assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).

A total of at least fifteen (15) **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.

After the FFT2 has completed this experience requirement, the individual may be considered to become a **Trainee** FFT1.

AND

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

At least three (3) training/evaluation assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).

A total of at least fifteen (15) **Operational Periods** on Type 1, 2, 3, 4 or 5 **Incidents**.

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*

*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 need to be completed only once. The additional tasks specific to ICT5 must be completed to obtain ICT5 qualification. A verification/certification page is included in the **PTB** for each position. The Required Experience is satisfactory performance as a Firefighter Type 2 (FFT2).

B 2.4 Firefighter (FFT2)

REQUIRED TRAINING

Introduction to ICS (I-100)

Firefighter Training (S-130)

Introduction to Wildland Fire Behavior (S-190)

Human Factors on the Fireline (L-180) – After January 2003 included in Unit 4 of S-130.

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

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

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

TABLE 1. SEQUENCE FOR POSITION CERTIFICATION

<p>Firefighter FFT2</p>	<ol style="list-style-type: none"> 1. Complete S-130/S-190/L-180 training. 2. Pass pack test. 3. Become certified as an FFT2.
<p>Advanced Firefighter/ Squad Boss FFT1</p>	<ol style="list-style-type: none"> 1. Complete Annual Refresher training prior to each Season. 2. Pass pack test prior to each Season. 3. Work on at least three wildfire Incidents that include Hotline activities and total at least fifteen (15) Operational Periods on Type 1, 2, 3, 4 or 5 Incidents. This meets requirement for satisfactory performance as FFT2 and one Season of experience. 4. Eligible to become a FFT1 Trainee once above requirements are met. 5. Complete S-131 and S-133. 6. FFT1 task book is issued and Firefighter becomes an FFT1 Trainee. 7. As an FFT1 Trainee, work on at least three (3) training/evaluation assignments on wildfire Incidents that included Hotline activities and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 Incidents and complete the FFT1 portion of the FFT1/ICT5 task book. This meets requirement for satisfactory position performance as an FFT1. 8. Become certified as an FFT1/Squad Boss.
<p>Crew Boss CRWB</p>	<ol style="list-style-type: none"> 1. Complete Annual Refresher training prior to each fire Season. 2. Pass pack test prior to each fire Season. 3. Work on an additional three (3) wildfire Incidents that included Hotline activities and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 fires. This meets the satisfactory performance requirement as FFT1/Squad Boss. 4. Eligible to become a CRWB Trainee once above requirements are met. 5. Complete S-230 and S-290. 6. <u>CRWB task book is issued and Firefighter becomes a CRWB Trainee.</u> 7. As a CRWB Trainee, work on at least three (3) training/evaluation assignments on wildfire Incidents that included Hotline activities and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 Incidents and complete the CRWB task book. This meets requirement for satisfactory position performance as a CRWB. 8. Become certified as a CRWB.
<p>Strike Team Leader Crew STCR</p>	<ol style="list-style-type: none"> 1. Complete Annual Refresher training prior to each fire Season. 2. Pass pack test prior to each fire Season. 3. As a CRWB, work on an additional three (3) wildfire Incidents that included Hotline activities and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 fires. This meets the satisfactory performance requirement as CRWB. 4. Eligible to become a STCR Trainee once above requirements are met. 5. Complete S-215 and S-330. 6. STCR task book is issued and Firefighter becomes a STCR Trainee. 7. As a STCR Trainee, work on at least three (3) training/evaluation assignments on wildfire Incidents that each had one Operational Period requiring suppression action on active flame (Hotline) and total at least 15 Operational Periods on Type 1, 2, 3, 4 or 5 Incidents and complete the STCR task book. This meets requirement for satisfactory position performance as a STCR. 8. Become certified as a STCR.

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

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

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

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

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

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

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

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

B 2.8 Certification Guidelines

Faller Class A (FALA) Qualifications

REQUIRED TRAINING

Wildfire Power Saws (S-212) and the field evaluation process.

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Intermediate Fire Behavior (S-290)

PREREQUISITE EXPERIENCE

Satisfactory performance as a Firefighter Type 2

AND

Satisfactory position performance as a Faller Class A documented by the field evaluation process.

PHYSICAL FITNESS: Arduous

OTHER POSITION ASSIGNMENTS THAT WILL MAINTAIN CURRENCY: None

Faller Class B (FALB) Qualifications

REQUIRED TRAINING

Wildfire Power Saws (S-212)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Intermediate Fire Behavior (S-290)

Advanced Firefighter Training (S-131)

PREREQUISITE EXPERIENCE

Satisfactory performance as a Firefighter Type 2

AND

Satisfactory position performance as a Faller Class B documented by the field evaluation process.

AND

Satisfactory position performance as a Faller Class B documented on a wildland or prescribed fire.

PHYSICAL FITNESS: Arduous

OTHER POSITION ASSIGNMENTS THAT WILL MAINTAIN CURRENCY: None

Faller Class C (FALC) Qualifications

REQUIRED TRAINING

Wildfire Power Saws (S-212)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Intermediate Fire Behavior (S-290)

Advanced Firefighter Training (S-131)

PREREQUISITE EXPERIENCE

Satisfactory performance as a Faller Class B on a wildland fire Incident.

AND

Satisfactory position performance as a Faller Class C documented by the field evaluation process.

PHYSICAL FITNESS: Arduous

OTHER POSITION ASSIGNMENTS THAT WILL MAINTAIN CURRENCY: None

TABLE 2. SEQUENCE FOR FALLER CERTIFICATION

Faller Class A (FALA)	<ol style="list-style-type: none"> 1. The Faller Class A position task book may be initiated prior to taking S-212. 2. Prior to the field certification, the Faller Class A candidate must successfully complete the classroom portion of S-212 Wildfire Power Saws. 3. After successfully completing the classroom training, the student is required to pass a field evaluation process. Sawyers seeking Faller Class A qualification must successfully fell a minimum of two trees 8 inches in diameter or less. This must be documented on a Field Evaluation Form or similar document by qualified Class B or C level faller. 4. Individual tasks required for the completion of the Faller Class A Position Task Book must be verified and signed by a qualified Class B or C level faller. 5. As with all position task books, final certification is the responsibility of the Home Unit.
Faller Class B (FALB)	<ol style="list-style-type: none"> 1. If not currently qualified as a Faller Class A, an individual may, with agency approval, become a candidate for Faller Class B. The candidate is required to successfully complete both the classroom and field evaluation portion of S-212 Wildfire Power Saws. 2. After successfully completing the classroom portion of S-212, the student is required to pass a field evaluation process. Sawyers seeking Faller Class B qualification must successfully fell a minimum of two trees up to 24 inches in diameter. This must be documented on a Field Evaluation Form or similar document by qualified B or C level faller. 3. Individual tasks required for the completion of the Faller Class B Position Task Book must be verified and signed by a qualified B or C level faller. 4. Performance on a wildland or prescribed fire assignment is required for Faller Class B. 5. As with all position task books, final certification is the responsibility of the Home Unit.
Faller Class C (FALC)	<ol style="list-style-type: none"> 1. Must be qualified as a Faller Class B prior to becoming a candidate for Faller Class C. 2. The Faller Class C candidate is required to pass a field evaluation process. Sawyers seeking Faller Class C qualification must successfully fell a minimum of two trees, 24 inches in diameter or greater. 3. Individual tasks required for the completion of the Faller Class C Position Task Book must be verified and signed by a qualified C level faller. 4. As with all position task books, final certification is the responsibility of the Home Unit.

B 2.9 Faller Recertification

1. All Faller certifications must be recertified every five years.
2. Recertification must be accomplished prior to or as soon as practicable after expiration.
3. Recertification includes a classroom component and a field component.
 - 3.1. Classroom training shall reinforce the concepts as taught in S-212. Classroom must review lessons learned, situational awareness and current issues.

- 3.2. During recertification, operators must demonstrate they can still successfully and safely perform the proficiency requirements of their expiring/expired certification level. The candidate must demonstrate a competent level of skill and experience, in the judgment of the instructor, prior to recertification.
- 3.3. Recertification requires the candidate to pass the same field evaluation process described above.
4. All documentation including, but not limited to, course certificates and Field Evaluation Forms must be kept in the individuals IQS file.

B 3.0 ADDITIONAL TRAINING AND QUALIFICATION REQUIREMENTS – All **Crew Members** must meet the following additional training and qualification requirements. Training must be provided by an instructor who has been certified or approved by a recognized national or local **Contractor** Association or **Government**-approved educational institution. These associations or educational institutions must have a current Memorandum of Understanding with the **Pacific Northwest Wildfire Coordinating Group (PNWCG)** certifying that the instruction will meet **NWCG** course content and **PNWCG** instructor standards. **Contractor** represents and warrants that each firefighter has met the minimum training and experience requirements for the position or positions to which each **Crew Member** is assigned. **Contractor** shall insure that evidence of compliance is placed in all required **Crew Member** records that must be maintained under the **Agreement**. **Contractor** must ensure that all training received by **Contractor's Crew Members** meets the course content, objectives and instructor standards listed in the Instructor Guide for each course, PMS 901-1 and PMS 907. **Contractor** must have all **Crew Member** training and experience files inspected and verified by a **Firefighting Contractor Association** before an IQC is issued to ensure compliance with all training and experience requirements.

B 3.1 Annual Fireline Safety Refresher Training

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

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

B 3.1.2 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.
- Course materials described in this **Section** are available from the National Interagency Fire Center. PMS 901-1 and PMS 907 documents are available and may be downloaded from the Internet at www.nwcg.gov/pms/training/training.htm. All course materials may be ordered from NFES Publications Catalog Part 2 (NFES 3362), located on the Internet at www.nwcg.gov/pms/pubs/pubs.htm.

B 3.1.3 **Contractor** shall place in the **Crew Member's** training file, a course roster and training certificate, signed and dated on or after January 1 of the current calendar year, by the instructor, which confirms the attendance and completion of the required annual refresher training.

B 3.1.4 IS-700 "National Incident Management System (NIMS), An Introduction" is recommended for all **Contractor Resources**. IS-700 is available on the following web site, <http://emilms.fema.gov/>.

B 3.2 Annual Incident Qualification Card (IQC)

B 3.2.1 All **Contractor Crew Members** must have a valid IQC issued at least for the current **Agreement** period including any annual extensions and again upon all changes in employment for that Agreement period. All IQC's must be issued by an independent **Firefighting Contractor Association** and must be produced when requested by **Government**. IQC's must identify the **Contractor** employing the **Crew Member**. Cards must be in the required format specified below.

B 3.2.1.1 IQC's 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 **Crew Member**; digitally imprinted photograph of the **Crew Member**; experience indicator (1/4 inch size); unique identifier assigned by **Government** (may have two unique identifiers if shared **Resource** for multiple agreements); the level of required work capacity fitness test; Language skills assessment (documentation from testing institution supporting bi-lingual abilities must be included in **Section two (2)** of **Crew Member** training file); list highest position (may have more than 1 position listed if shared **Resource** for multiple agreements) the **Crew Member** is qualified to perform and the date he or she became qualified in the position(s) listed; and any special skills. The **Certifying Authority (Contractor)** must sign (in ink or electronically) the identification card and provide the issue date. 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.

B 3.2.1.2 Required information and format of the identification card: (cards not in the required format will not be accepted) (See **Attachment 1 to Exhibit B**).

FRONT OF CARD

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

BACK OF CARD

- **Firefighting Contractor Association** name, address, phone
- Additional skills (example: emergency medical technician, Class A and/or B Faller)
- Owner's signature and issue date
- Signature of verifying official, date, affiliation

B 3.2.1.3 To easily identify the **Crew Members** who meet this experience requirement, each IQC must be marked with a colored identifier as follows: **YELLOW** to indicate a first year firefighter, **RED** to indicate a firefighter with one year or more experience and **BLUE** to indicate a firefighter certified as a FFT1-Squad Boss, CRWB or STCR. The colored identifier shall be a minimum of one quarter inch in size. Firefighters who take and do not pass the English language assessment shall be listed as an experienced FFT2 red dot on their qualification card and on all manifests. These firefighters are not to be presented as FFT1 **Trainees** or offered for **Incident** LSA monitoring. FFT2 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process must be approved by **ODF** and issued an IQC showing a language designation as NT. NT designation requires language testing and approval at each **Incident** using **Attachment 2 to Exhibit B**.

B 3.2.2 **Records** providing proof of experience to qualify for a STCR, CRWB, or FFT1 must be inspected and verified by current **Firefighting Contractor Association** BEFORE an IQC is issued.

B 3.2.3 **Contractor** must annually maintain copies of current language skill analysis certificate "if required," most recent fire experience Crew Time Report (CTR) in current position, current year certificate of refresher training, and documentation that the **Crew Member** has met the work capacity fitness test requirement (Pack Test) for **Crew Members** who have been verified and approved in their current position. These copies must be documented in **Crew Member's** training and experience file and available at **Administering Agency** request.

B 3.2.4 Every **Crew Member** must carry a current **Government** (state or federal) issued photo identification card that includes the name and date of birth of the **Crew Member**. Documents which satisfy this requirement include a driver's license, passport, or state identification card. **A student identification card is not acceptable**. Both the IQC and the photo identification card described in this **Section** must be available for inspection upon arrival at an **Incident** and upon request thereafter.

B 3.3 Annual Fitness and Work Capacity

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

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

B 3.3.2 **Contractor** must provide a pack for each person taking the WCFT. 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 WCFT roster. 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**.

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

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

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

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

B 3.3.7 **Contractor** must provide notification of pack tests outside of the State of Oregon and the State of Washington ten (10) calendar **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.

B 3.3.8 All WCFT notifications must include the desired date and starting time, location, estimated number of people taking the pack test, and name and phone number of the administering official (the person who will actually be administering the pack test). Clarification: **The administering official may contact the PCSU but it is the Contractor's responsibility to ensure compliance with this specification.** Tests conducted without prior notification and **Government** authorization will be considered non-compliant.

B 3.3.9 When pack tests must be scheduled to meet emergency training needs, the **Administering Agency PCSU** may waive the seven (7) calendar **Day** notification. **Contractor** must identify reason for emergency and make such requests for waiver by fax to (503) 945-7494 no later than 24 hours before the start date and time.

B 3.3.10 Within five (5) **Days** following administration of each pack test, **Contractor** must provide the **Administering Agency PCSU** 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.

B 3.3.11 **Government** reserves the right to monitor the administration of pack tests for compliance with the NFS "Work Capacity Test Administrator's Guide." Upon arrival of **Government Representative**, the Test Administrator shall identify the emergency medical technician. The emergency medical technician must provide a current certification card issued by the appropriate **Certifying Authority to Government Representative**. The WCFT administrator shall provide a roster 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. If the test was not conducted as required, or has not started within fifteen (15) minutes after the scheduled time, **Government** reserves the right to consider the testing non-compliant. In that event, each **Contractor** with a **Crew Member** present for testing may receive a Notice of Non-Compliance. A second failure to comply with testing standards, or tests

performed without the required notice, may result in administrative action, up to and including termination of the **Agreement** by **Administering Agency**.

B 3.3.12 In the event a pack test must be cancelled, **Contractor** must notify **Administering Agency** in writing (letter or fax) two (2) working **Days** prior to the date and time of the scheduled test. If the situation prevents giving adequate written notification for the scheduled test day, the **Contractor** shall telephone the **Administering Agency PCSU**. Failure to provide notification may result in administrative action.

B 4.0 COMPANY MANIFESTS:

B 4.1 **Contractors** are required to maintain a valid email address for the duration of this **Agreement**. **Contractor's** electronic **Company Manifest** (form available for download at <http://oregon.gov/ODF/FIRE/OPS/IACA.shtml>) must be emailed by June 1 to cbeck@odf.state.or.us. 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 **Administering Agency PCSU** at 503-945-7283.

B 4.2 The **Administering Agency PCSU** shall be notified of all changes in the composition of the **Company Manifest** or the qualifications of a **Crew Member** within twenty-four (24) hours of such change. Changes only (NOT a complete manifest) shall be submitted by fax to 503-945-7494. **Government** shall review the list of **Crew Members** and the availability of STCR, **CRWB**, and FFT1 qualified **Crew Members** to assure compliance with **Crew** standards.

B 4.3 Subject to annual extension, a complete hard copy manifest shall be required prior to award of any **Agreement** extension. A complete electronic **Company Manifest** must also be emailed by June 1 to cbeck@odf.state.or.us AND sjohnson@odf.state.or.us. During any annual extension, requirements of this **Section** (**changes only NOT a complete manifest submitted by fax to 503-945-7494**) shall be submitted within twenty-four (24) hours of such change.

B 5.0 ENGLISH SPEAKING/READING READY REQUIREMENT EVALUATION PROCESS:

B 5.1 "Language Skills Assessment" testing of English language communication skills will be a mandatory requirement for providing private contract fireline hand **Crews**. Assessment of private contract **Crew Members** for English language and communication skills must be conducted through a third party Public Education Provider to verify an individual's capacity for compliance with the **Government's** contract requirement that the Strike Team Leader, **Crew Boss**, and Squad Bosses be able to communicate in English with **Incident** management personnel, and with their **Crew** in the language of the **Crew**. The assessment process must confirm that an individual can communicate in English only (mono-lingual), or can communicate in English and the language of the individual's **Crew** (bi-lingual).

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

B 5.3 Qualified individuals may take their **original** certificate or roster issued by specified third-party assessment entity, stating "Pass", and indicating "LSA-E" (may supervise English speaking **Crews** only) or "LSA-E/S" (may supervise both English and Spanish speaking **Crews**) or "LSA-E/R" (may supervise both English and Russian speaking **Crews**), to a **Firefighting Contractor Association** who issues IQC. The **Administering Agency PCSU** may request a copy sent by fax to 503-945-7494, or mail for comparison with a roster obtained from the testing authority. **Contractor** does not need to send a copy to the **PCSU** unless requested to do so. The issuer of IQC cards shall incorporate one of the specified LSA designations in the IQC Position

Qualifications Block. Original LSA certificates shall be placed into **Section 4** in the firefighter's training and experience file. (See **Exhibit E** Training Records Format) Firefighters who do not take, or take and do not pass the English language assessment shall be listed as an experienced FFT2 red dot on their qualification card and on all manifests. These firefighters are not to be presented as **Trainees** or offered for **Incident** LSA monitoring. Only FFT1 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process can be issued an IQC showing a language designation as NT after training record verification by a **FCA**. All other supervisory firefighters must complete pre-**Season** LSA testing. NT designation requires language testing and approval at each **Incident**. Any firefighter previously listed with an NT designation shall complete LSA testing before being shown or used in any supervisory position during any following agreement period.

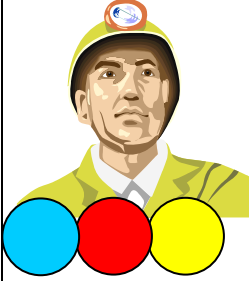
B 5.4 Only **Crews** with supervisory positions that have completed and passed LSA requirements in accordance with **Crew** standard will be considered for award. Completion of LSA certification will not be required at solicitation closing date and time but will be required before award. All supervisor positions, STCR, CRWB, and FFT1 shall be listed on **Company 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.

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

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

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

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

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

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

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

BACK OF CARD

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

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

Purpose:

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

Scope:

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

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

Evaluation Procedures:

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

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

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

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

- a. Fill in the heading information on a new PNW English Speaking Evaluation Form, complete **Section 1**, and sign the bottom of the form.
- b. If performance issues relating to an individual's English speaking or reading skills develop during the assignment, **Government** reserves the right to re-evaluate the individual using this process.

READING EVALUATION: Select an excerpt from one of the following: **IAP**, FHB, IRPG, SA or similar wildfire related document. The excerpt must be three to five sentences in length and

contain common words that a **Crew Boss** or Squad Boss would be expected to be familiar with. Some examples are:

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

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

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

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

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

Use multiple variations to prevent memorization of requested tasks.

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

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

Use multiple variations to prevent memorization of requested tasks.

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

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

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

- a. One copy will be placed in the inspector's file;
- b. One copy will be given to the **Crew Boss**;
- c. The original will be mailed to **Oregon Department of Forestry**, Attn: **Protection Contract Services Unit**, 2600 State Street, Salem OR 97310.

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

Contact Personnel:

For questions regarding these procedures you may contact: Robert Young, Oregon Department of Forestry Workforce Capacity & Policy Manager, at 503-945-7434.

PNW English Speaking Evaluation Form

COMPANY NAME _____ **DATE** _____

AGREEMENT NUMBER _____

PARTICIPANT'S NAME _____

IDENTIFICATION NUMBER _____ **POSITION** _____

SECTION 1

Previously Inspected? (Date, Inspector, Location) _____

Listens, understands and responds verbally in English without use of interpreter?

YES _____ NO _____

SECTION 2

READING EVALUATION

Can read English? YES _____ NO _____

Document Used? IAP _____ FHB _____ IRPG _____ SA _____ OTHER specify _____

ENGLISH COMMUNICATION SKILLS EVALUATION

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

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

Explain _____

COMMUNICATION IN LANGUAGE OF SQUAD EVALUATION

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

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

Explain _____

Accepted _____ Not Accepted _____

Inspector: _____ (Print) _____ (Signature)

Participant: _____ (Print) _____ (Signature)

Exhibit C - Compensation

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

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

C 1.2 For **Severity/Preparedness Assignments**, **Contractor** will be compensated at 85% of the **Contract Rate** contained in **Attachment A** for each hour worked by a **Crew Member** when a **Crew** is (a) **Under Hire** and (b) **On-Shift** up to 10 hours per shift as calculated in accordance with the terms and conditions set forth below. For each shift hour over 10, **Contractor** shall be compensated at the **Contract Rate** contained in **Attachment A** for each hour worked by a **Crew Member**.

C 1.3 Except as set forth below, the compensation rates described in **C 1.1** and **C 1.2** shall include compensation for all labor, materials, **Equipment**, tools, supplies, **Services**, transportation, taxes, fees, insurance, **Contractor** overhead and administration and any other cost, fee or expense of any type or description incurred by the **Contractor** under this **Agreement**. No payment will be made for costs associated with **Equipment** support (except as described in C 6.4), shift briefings (except as described in C 6.1), **STCR Trainee, invoice reconciliation or check-out time**. *These costs are considered incidental and are to be incorporated into the crew hourly rate.* Payment for work will be made only for those items described in the **Agreement**.

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

C 2.1 **Contractors** are not required to accept **Severity/Preparedness Assignments**. Duties performed in connection with **Severity/Preparedness Assignments** shall be limited to light duty with limited travel required for assignment activities.

C 2.2 While on **Severity/Preparedness Assignments**, if a **Crew** is dispatched for a **Suppression Assignment**, the **Contract Rate** described in **C 1.1** shall apply from the time of dispatch on that day until the end of the shift. The **Contract Rate** shall continue to apply until the **Crew** has been released from the **Incident** and has returned to the **Point of Hire**.

C 2.3 See **C 5.0** below for **Subsistence** obligations during **Severity/Preparedness Assignments**. Lunch breaks are non-compensable while on **Severity/Preparedness Assignments**.

C 3.0 COMPENSATION FOR MEAL PERIODS – Compensation will be paid for meal periods only as set forth below.

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

C 3.1.1 The fire is not controlled, and

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

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

Note: In those situations where **Crew** 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."

C 3.2 Compensable meal breaks include time spent eating while traveling in a plane, bus, or other vehicle.

C 3.3 For fireline personnel after the fire is under control, a meal period of at least 30 minutes must be ordered and taken for each work shift.

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

C 4.1 Compensable travel time via ground transportation shall be calculated by dividing distance (from **Point of Hire** to **Incident** and either return to **Point of Hire**, or **Incident** to **Incident**) by average travel speed of 45 mph. Meal and rest periods are included in the 45 mph calculation. If available at the time of dispatch, **Contractor** may use an accurate Internet-based travel program to calculate and document travel distance from **DDL** to the **Incident**.

C 4.2 Check-in time is considered compensable.

C 4.3 If the **Crew** is on a **Suppression Assignment**, **Contractor** shall be compensated as set forth in **C 1.1**.

C 4.4 If the **Crew** is on a **Severity/Preparedness Assignment**, **Contractor** shall be compensated as set forth in **C 1.2**.

C 4.5 Expected arrival time at the **Incident** will be determined by **Government** at the time of dispatch. Return travel time will be determined by **Government** at the time of release from the **Incident**.

C 4.6 Travel time for under strength **Crews** or replacement of **Crew Members** will be paid as follows:

C 4.6.1 If a **Crew** arrives at an **Incident** without the required number of **Crew Members**, and the **Government** chooses to hire the under strength **Crew** as permitted in **D 6.0**, the **Point of Hire** will be the **Incident** and no travel time will be paid. In addition, travel time to the **Incident** will not be paid for additional **Crew Members** necessary to complete a **Crew**. **Government** will pay travel time for all **Crew Members** of the **Crew** to return to the **DDL**.

C 4.6.2 If an under strength **Crew** is reassigned by **Government** to another **Incident**, **Government** will pay travel time from **Incident** to **Incident** and return to **Point of Hire** or **DDL**, whichever is closer.

C 4.6.3 While assigned to the **Incident** if the **Crew** is reduced to less than 20 **Crew Members**, or **Contractor** replaces a **Crew Member**, for any reason, **Government** will not pay travel time.

C 4.7 **Government** will not pay return travel time to the **Point of Hire** upon release of **Contractor** or removal of **Contractor's Crew Members** from an **Incident** resulting from violations of the terms and conditions of the **Agreement** which **Contractor** fails to correct following notice and a request to correct by **Government**.

C 4.8 If **Contractor's** vehicle becomes inoperable or damaged after inspection and acceptance by **Government** at the **Incident** and **Contractor** cannot repair the vehicle within 24 hours or as agreed upon by **Government**, **Government** may release the **Crew**, in which event **Contractor** will be paid return travel time to the **Crew's DDL**. Vehicle(s) that become inoperable at an **Incident** will be removed at **Contractor's** expense.

C 4.9 If a **Crew Member**, or **Contractor Crew** is terminated, quits, or otherwise is released from the **Incident** for any reason, the **Contractor** is responsible for returning the **Crew Member** or **Crew** to the **Point of Hire** with a departure time from the Incident Command Post (ICP) no later

than 12 hours or within the time specified by the **Government Representative** following such decision. The **Contractor** may, at its discretion, provide such transportation, or request the **Incident Management Team (IMT)** to arrange for the transportation with all transportation costs to be deducted from **Contractor's** compensation. If **Contractor** does not act in a timely manner (i.e., a **Crew Member** does not depart from the ICP for return to **Point of Hire** within the specified time period), the **IMT** has authority to transport the **Crew Member** or arrange transportation for such **Crew Member** and to deduct all such transportation costs from **Contractor's** compensation.

C 4.10 If a fire camp is not provided and the **Crew** is directed to commute to the fire from its **DDL**, **Government** shall pay compensation for travel to and from the fire.

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

C 5.1 **Contractor** shall provide each **Crew Member** adequate food and water until end of the first shift worked, exclusive of travel. **Government** shall furnish food and water after the end of the first shift worked if the **Crew** is not released and is required to stay in fire camp. If the **Crew** is allowed or directed to return to its **DDL** during its **Off-Shift** time, **Government** will not provide **Subsistence**.

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

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

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

C 5.5 **Government** does not furnish lodging unless **Government** directs **Contractor** to a designated facility. When directed by **Government** to a commercial facility, rooms will be booked for double occupancy. Documentation from **Government** shall be specified for the appropriate individual crew on the **Resource Order**, and include the name of **Government Representative** authorizing **Subsistence**.

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

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

C 5.7.1 Per Diem (Lodging). When the **Government** cannot provide campsite and commuting is not feasible, **Government** will pay 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. Receipt for lodging is required.

C 5.7.2 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 **Crew Member** per **Day**. The allowance will be paid as follows: Breakfast \$8.00, Lunch \$12.00 and Dinner \$19.00.

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

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

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

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

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

C 6.1 SHIFT BRIEFINGS - Except as set forth below, **Government** will only compensate **Contractor** for the attendance of either (a) the **Single Resource Boss (CRWB)** or (b) if applicable, the Strike Team Leader at operational briefings. Upon prior request by the **Contractor** and approval by the **Government**, additional compensation may be paid for operational briefing attendance of **Crew Members** occupying the positions identified below provided, however, that compensation will be paid to **Contractor** up to a maximum of four **Crew Members** under this **Section**.

Single Resource Boss (CRWB) or Trainee

Squad Boss or **Trainee**

To be eligible, **Trainees** must have an initiated **PTB** and be listed on the **Hand Crew Manifest** as such.

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

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

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

C 6.2.2 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 6.2.3 The **Guarantee Rate** does not apply if **Contractor** cancels a **Confirmed** dispatch at any time or if **Contractor** or the **Crew** is not compliant with the terms of the **Agreement**, or if the **Crew** is unable to perform part or all of its designated shift/hours. In such event, only actual **On-Shift** hours will be paid.

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

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

C 7.0 ADMINISTRATION AND RECORD KEEPING MATTERS –

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

C 7.2 **Contractor** and **Government** shall reconcile actual **Crew** strength, names of **Crew Members** assigned and time **On-Shift** on a daily basis. Following reconciliation of **Crew** records, **Contractor** and **Government** shall each sign the daily time report. At no time will **Contractor** list more than 20 persons (with exception of a **Strike Team** limited to 41 persons) on any daily time report.

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

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

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

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

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

C 8.2.1 For **Incidents** under the authority of the **State of Oregon**, see **Exhibit J Schedule 2**.

C 8.2.2 For **Incidents** under the authority of the State of Washington, see **Exhibit J Schedule 3**.

C 8.2.3 For **Incidents** under the federal authority, see **Exhibit J Schedule 1**.

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

C 8.4 If compensation issues or 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 the **Incident Host Unit** is unable to resolve the issue, **Contractor** shall submit the complaint or concern, in writing, to the **Single Point of Contact**.

C 9.0 CONTRACTOR ASSIGNMENT OF RIGHT TO RECEIVE COMPENSATION:

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

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

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

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

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

FEDERAL JURISDICTION FIRES. If **Contractor** elects to assign future payments to a bank or financial institution, **Contractor** must have the bank or financial institution complete the Notice of Assignment (see **Exhibit J Schedule 1**). The Notice of Assignment must be filed in TRIPLICATE ORIGINAL with the Contracting Officer for EACH federal agency the **Contractor** works for during the effective period of this **Agreement**. The assignment(s) will last for the effective period of this **Agreement** unless **Contractor** gives proper notification to stop the assignment(s). When electronic funds transfer is utilized, the **Contractor** must make sure that the bank or financial institution and the surety (if applicable) are aware of the information that must be provided to the disbursing/payment offices. USDA Forest Service, Attn. Kermadine Barton, Grants Pass Interagency Office, 2164 NE Spalding Ave., Grants Pass, OR 97526. Telephone contact number: (541) 471-6746.

BUREAU OF LAND MANAGEMENT – Oregon State Office. Attn: Steve Shapiro – OR/952, 333 SW First Ave., Portland, OR 97204-3440. Telephone contact number: (503) 808-6227.

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

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

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

D 1.1 **Contractor** shall provide a **DDL** for each **Contracted Crew**. Each **DDL** shall be located at the physical street address specified in **Attachment A** for the **Contracted Crew**. If multiple **Contracted Crews** will be dispatched from the same city or town, all of such **Contracted Crews** must utilize the same **DDL**.

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

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

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

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

D 1.3.1 The **DDL** must have unrestricted access and must be no less than 3000 dedicated square feet.

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

D 1.3.3 If **Contractor** does not own the **Property** on which the **DDL** is located, **Contractor** must have written approval and authorization from the owner of the **Property** to access and use the **Property** for all of the purposes set forth in this **Agreement**. Documents establishing compliance with the requirements in this **Section** shall be provided to **Administering Agency** upon request. If **Contractor** does not meet the requirements of this **Section**, or if **Contractor** fails to provide documents when requested or uses false documents, the **Administering Agency** may assess penalties to the **Contractor** up to and including termination of some or all of **Contractor's Contracted Crews**.

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

D 2.0 CONTRACTOR DISPATCH INFORMATION –

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

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

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

D 3.0 STATUSING OF ALL CONTRACT CREWS –

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

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

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

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

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

D 3.4.2 **Crews** returning from assignment or in travel status must not be statused as **Available**.

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

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

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

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

D 4.1 **Government** shall initiate all requests for **Services** under this **Agreement** using general guidelines for the dispatch of **Crews** as set forth in the **Northwest Area Interagency Mobilization Guide** (<http://www.nwccweb.us/admin/publications.asp>). Decisions regarding the type of **Crews** and location of **Crews** to dispatch under this **Agreement** require a maximum degree of flexibility and therefore, as set forth in **Section 1.4** of the **Agreement**, final decisions

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

D 4.2 The request for a **Crew** will be initiated with the issuance to the **Contractor** of a **Resource Order** which will include the **Incident** project name, **Incident** project order number, and request number and shall identify the type of assignment as a wildfire or **Severity/Preparedness Assignment**. The **Resource Order** shall also include the requested arrival time of the **Crew** at the **Incident** location.

D 4.3 Upon receipt of a Resource Order, **Contractor** shall either confirm to **Government** that the **Crew** is Available or advise that the **Crew** is Unavailable. **Contractor** must also confirm that the departure time from the **DDL** and the expected arrival time at the **Incident** included in the Resource Order can be met. The urgency of the dispatch may require **Government** to offer less time to confirm availability of a **Crew** and begin travel to the **Incident**. **Government** shall allow safe and reasonable **Assembly** and travel time to **Incident**. Confirmation shall be provided within one hour or other time limits required or permitted by the **Government**.

D 4.4 If **Contractor** turns down an assignment, other than **Severity/Preparedness or Out of Region**, **Contractor** shall immediately status its **Crew** as **Unavailable** for a period of 24 hours (unless agreed otherwise by **Government**).

D 4.5 If **Contractor** does not confirm that the **Crew** is **Available** within the time set forth in the **Resource Order** or if the **Contractor** provides a departure time or expected arrival time that is later than required by the **Resource Order**, the **Government** may cancel the **Resource Order** without compensation to the **Contractor**.

D 4.6 Upon the confirmation described in **D 4.3**, the **Crew** shall assemble at the **DDL** and commence travel to the **Incident** site within two hours or other time limits required or permitted by the **Government**.

D 4.7 **Government** may monitor or inspect the **Assembly** process to determine **Contractor's** compliance with all **Agreement** requirements including personnel, **Equipment**, supplies, vehicles and documents. If **Contractor** accepts a **Resource Order** and then turns down the assignment after being asked to assemble, that **Crew** will be suspended indefinitely.

D 4.8 Except as set forth in the **Agreement**, if a **Contractor** fails to meet the requirements of the **Agreement** in any respect, **Government**, at its sole discretion may cancel the dispatch and order other **Crews**.

D 4.9 Prior to the **Crew's** departure from its **DDL**, or within two (2) hours of accepting an assignment, **Contractor** must fax a completed **Hand Crew Manifest** including **Resource Order** form to the dispatching office and the **PCSU** using the **Government Hand Crew Manifest** form.

Contractor shall complete the **Hand Crew Manifest** form as follows: Line 1 shall list the **CRWB**, lines 2, 8 and 14 shall list each FFT1 followed by their squad. Language Skills Assessment (LSA-E, LSA-S, LSA-E/S, LSA-R, LSA-E/R, NT) determination shall be listed in the experience column in addition to experience color code letter. See example **Attachment 3 to Exhibit D**. **Crew Members** listed on **Hand Crew Manifest** Form shall include only those names listed on the **Company Manifest** previously submitted to the **PCSU** as required under **B 4.0**

D 4.10 By accepting a dispatch, **Contractor represents** that it has all permits, licenses, and other authorizations required by the jurisdiction responsible for the **Incident** to which **Contractor** is responding and for which **Contractor** is providing a **Crew** and further represents that **Contractor** is not subject to any actions or proceedings, legal or otherwise, that would impede **Contractor's** ability to perform the **Services** required under the **Agreement**.

D 4.11 **CONTRACT AND CREW REPRESENTATIVE**

D 4.11.1 Contract Representative Northwest (CRNW). When **Crews** are dispatched, **Government** may assign a qualified Contract Representative Northwest to assist with the administration of the **Agreement**.

D 4.11.2 **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, not considered a member of the **Crew**, and not listed on the **Hand Crew Manifest** form. **Contractor** is responsible for all costs, transportation and **Subsistence** associated with the **Crew Representative**. **Government** shall not furnish meals or other guarantees to the **Crew Representative**.

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

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

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

D 5.1.2 No single driver may exceed ten (10) hours driving time within any duty **Day**;

D 5.1.3 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 5.1.4 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

D 5.1.5 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 5.1.6 For driving assignments requiring possession of a current Commercial Driver's License (i.e., vehicles designed for 16 or more passengers OR having a gross vehicle weight of 26,000 pounds or more), all drivers must comply with DOT Regulations, as found in 49 CFR 383 and 390-397.

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

D 5.2.1 Additional drivers operating within the appropriate duty **Day** limitations;

D 5.2.2 Reducing the length of the duty **Day**;

D 5.2.3 Expanded rest requirements; or

D 5.2.4 Alternative travel methods.

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

D 6.0 ACTIONS UPON REPORTING TO THE INCIDENT REPORTING LOCATION –

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

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

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

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

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

D 6.3.1 Resource Order Form.

D 6.3.2 Agreement Award Summary Sheet.

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

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

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

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

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

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

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

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

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

D 6.7 OTHER DUTIES AS ASSIGNED. **Government** may assign **Crew 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**. Payment will be made at the appropriate assignment rate. Shifts worked must be within work/rest guidelines.

D 7.0 WORK/REST POLICY.

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

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

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

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

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

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

D 7.7 **Government** may retain a **Crew Under Hire** after the fourteenth (14th) **Day** of an assignment. Prior to 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**. **Contractor Resources** are not entitled to paid days off upon release from the **Incident** or at their **DDL**. **Government** may not reassign that **Crew** and **Contractor** may not report that **Crew's** status as **Available** on ROSS during the mandatory forty-eight (48) hour rest period after the **Crew's** return to its **DDL**. (See Section D 3.4.) **Government** may assign the **Crew** to a new **Incident** following the mandatory rest period. (See **Exhibit A** - defining **Length of Assignment**.)

D 8.0 DEMOBILIZATION OF A CREW –

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

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

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

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

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

D 8.2 **Government Representative** shall give **Contractor** a copy of all evaluations at the **Incident** and shall forward one copy to the **Single Point of Contact**.

D 8.3 If **Government Representative** does not provide **Contractor** a written performance evaluation, **Contractor** shall request the evaluation from the **Government Representative** at the **Incident**. If **Government Representative** does not provide **Contractor** with the evaluation, **Contractor** shall notify the **Single Point of Contact**.

D 8.4 Prior to **Contractor's** departure from an **Incident**, **Government** shall:

D 8.4.1 Prepare a written performance evaluation of **Crew** performance on the **Incident** using the Incident Crew Performance Rating Form (ICS 224), and

D 8.4.2 Hold a close out briefing with the **Contractor** to go over the evaluation and discuss any other **Crew** performance matters.

D 8.5 If a **Contractor Crew** is **Demobilized for Cause**, the **Crew** and **Crew Boss** will be suspended pending completion of an investigation by **Government** appropriate to the violation. **Contractor** may not accept a dispatch request for any suspended **Crew** or **Crew Boss**. If **Contractor** accepts a dispatch request for a suspended **Crew** or **Crew Boss**, **ODF** may in its discretion terminate **Contractor's Agreement**.

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

D 9.1 OUT OF AREA MOBILIZATION

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

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

D.9.1.3 If transportation by aircraft is required, weight and bulk of personal gear is restricted in transportation, handling and storage. **Contractor** shall require **Crew Members** to comply with the following: **Crew 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 9.1.4 The **Host Unit** receiving the request from **NWCC** will attempt to fill the request(s) according to the priorities described in Section 22.3.4.1 in the NW Interagency Mobilization Guide.

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

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

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

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

Attachment 1 to Exhibit D
INSTRUCTIONS FOR ROSS WEB STATUS

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

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

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

The first thing you will do once in Web-Status is change your temporary password. Click on the "Vendor Resource Status" link, and then look for the "Change Password" link. It will ask you for current password and then ask you twice for your new password. You will have to change your password every 30 days. You can do this as often as you deem necessary.

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.

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

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

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

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

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

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

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

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

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

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

NICC at Boise

NWCC at Portland

SCC at Salem

National Crew Contract

PNW Water Handling Equipment

IFCA *only*

ATTACHMENT 2 TO EXHIBIT D - ADDITIONAL DISPATCHING PROCESS

1. All **Crews** have been assigned a **Best Value Ranking** based on an evaluation at the time of award. This ranking is a consideration for dispatching **Contractor Resources** when dispatch is based on Best Value.
2. All **Crews** will be assigned a **Host Unit**. **Government** may make adjustments to the number and location of **Crew** Host sites at any time during the **Term of the Agreement** based on operational and budgetary needs.
3. The Northwest Area Neighborhood Concept described in 21.2.3 of the Northwest Interagency Mobilization Guide will be used as a general dispatch guide.
4. **Resource Orders** will be based on **Best Value Ranking** within the Host neighborhood with the **Crews** that can best meet the desired delivery time.
5. If all **Crews** are depleted within both the **Host Unit** and its neighboring **Host Unit(s)**, orders for additional **Crews** on federal **Incidents** will be placed with NWCC and orders for additional **Crews** on state **Incidents** will be placed with Olympia or Salem dispatch centers. The parent centers will place/fill orders for additional **Resources** based on the strategic needs of the geographic area.
6. When **Crews** are needed and no fire camp is available for the **Incident**, the policy will be to attempt to select the available **Crew** that can make the daily commute. Dispatch will add documentation in the "Special Needs" window when initiating the request.
 - a. On **Incidents** where fire conditions warrant an immediate deployment of firefighting forces, a closer **Crew** may be used to fill an order over a higher ranked **Crew**.
 - b. When dispatching closest **Crews** and several can meet the desired delivery time at the **Incident**, order of dispatch will be based on **Best Value Ranking**.
7. Orders placed after the **Incident** transitions to Extended Attack will be filled based on **Best Value Ranking**.

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

HAND CREW MANIFEST FORM									
ORDERING UNIT Willamette NF		INCIDENT NAME Shady Beach Fire			INCIDENT NUMBER OR-WIF-456			RESOURCE NUMBER C - 17	
CONTRACTOR Western Contractors				IFCA NUMBER 08125			DEDICATED 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		
CREW MEMBER NAME	M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER	EXPERIENCE AND LSA (Blue-Red-Yellow)			
1. John Smith	X		051025	CRWB		B	LSA-E/S		
2. Jim Jones	X		052125	FFT1		B	LSA-E		
3. Susan Smith		X	062055	FFT2		R			
4. Pedro Gonzalez	X		052205	FFT2		R			
5. Esteban Gomez	X		063500	FFT2	X	R			
6. Tom Savage	X		053415	FFT2		R			
7. Steve Jackson	X		063002	FFT2		R			
8. Greg Johnson	X		064210	FFT1		B	LSA-E/S		
9. Timothy Erickson	X		073285	FFT2		R			
10. Don Morris	X		073543	FFT2	X	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	FFT1		B	LSA-E/S		
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	X	R			
DRIVER AND VEHICLE INFORMATION									
Driver Name	Identification Number		MSPA Number		Exp. Date	Vehicle License No.			
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			

Exhibit E - Record Keeping Requirements

E 1.0 CREATION AND MAINTENANCE OF PERSONNEL TRAINING AND EXPERIENCE RECORDS

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

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

E 1.3 **Records** shall be maintained as described in this **Exhibit** so that easy verification or inspection by a **Government Representative** or **Firefighting Contractor Association Representative** can be accomplished when required. **Records** not in this format at the time of records inspections will be considered non-compliant.

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

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

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

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

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

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

E 2.3 **Section 3 - Refresher Training and Physical Fitness Test Record** containing 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.

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

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

E 2.4 **Section 4 - Classroom Training Records** containing 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.

E 2.4.1 **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.

E 2.4.2 **FFT1** files, as a minimum, must have an S-131 Advanced Firefighter Training and S-133 Look Up, Look Down, Look Around certificates of course completion signed by a recognized instructor.

E 2.4.3 **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.

E 2.4.4 **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.

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

E 2.6 **Contractor** must maintain the individual files for **Crew Members** in a position-progressive format. By way of explanation, a **Crew Member** 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. See **Attachment 1** of this **Exhibit**.

E 3.0 POSITION TASK BOOK ADMINISTRATION - Position Task Books are an important component of the Wildland and Prescribed Fire Qualification System Guide Subsystem. The **PTB's** are necessary to qualify their **Crew Members** to meet the experience and training specifications imposed by this **Agreement**. These procedures address the Incident Command System (ICS) positions that are required under the **Agreement**. Currently these positions include Advanced Firefighter/Squad Boss (FFT1), **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**.

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

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

- A. Publications, **ICS** Forms and **Task Books** are available through NWCG, Publications Management system at <http://www.nwcg.gov/>
- B. The catalog numbers for ordering the **PTBs** are: (these taskbooks may be duplicated):
 - PMS 311-14 May 2008 - FFT1/ICT5
 - PMS 311-13 May 2008 - CRWB/ENGB
 - PMS 311-10 May 2008 – STCR/STEN

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

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

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

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

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

E 3.2.2 The **Incident Management Team** will not provide **PTBs**. **Government Incident Training Specialists** will not be involved in the **PTB** administration for **Contractors** except to answer technical questions and **Government** personnel will not sign the certification portion of the **PTB**.

E 3.2.3 **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** for every five **Days** of an **Incident** assignment to which such **Crew Members** have been assigned. **Trainee** status must be clearly identified on the **Hand Crew Manifest** that is submitted to **Government** at each **Incident** and on the appropriate daily timekeeping record for each shift the **Crew Member** is in **Trainee** status, except non-compensable STCR **Trainee**, in order for **Government** to confirm acceptance of the **Trainee's** performance. The minimum **FFT1**, **CRWB**, and STCR position requirements shall be maintained by **Crew Members** not in **Trainee** status.

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

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

Step 1: **Contractor** must identify any **Trainee** in a training or performance evaluation assignment to the **Incident Management Team** at initial check-in and on the **Crew Manifest**.

Step 2: During the assignment the **Contractor's** evaluator must observe the **Trainee's** performance and initial all tasks in the **PTB** that the **Trainee** demonstrates successfully. The performance evaluation assignment for an FFT1, CRWB or STCR **Trainee** shall occur no sooner than the third training or evaluation assignment and shall 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. **Contractor** shall retain a copy of this rating to place in the **Crew Member's** training 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 position qualification requirements.

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

E 3.3 Post Incident Procedures:

Contractor is responsible for certifying its **Crew Members' 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 **Crew Member's** training and experience records to ensure all other qualification standards for the position are met and documentation exists to verify the training and experience.

Step 3: When all qualification requirements are met, **Contractor** 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 **Crew Member's** training file.

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

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

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

E 4.2 When a Hiring **Contractor** hires a **Crew Member** formerly employed by another **Contractor** (the "Prior **Contractor**"), the Hiring **Contractor** shall provide written notice of the hiring to the Prior **Contractor** by personal delivery, certified or registered letter, or telefax and must notify **ODF** within 24 hours by fax to 503-945-7494. 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. The records must include any language evaluation certification, **Crew Time Reports**, performance evaluations, and all inspection check lists or forms and any documentation of the **Crew Member's** qualifications for positions listed on **Contractor's Company Manifest**.

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

E 4.4 The hiring **Contractor** shall not dispatch the new **Crew Member** until all required training, experience and fitness records have been received and verified and a new IQC is issued to the **Crew Member** by an approved **Firefighting Contractor Association**.

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

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

Attachment 1 to Exhibit E

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

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

1. **PTB for Strike Team Leader Crew** (STCR), PMS 311-11.
 - a. All pages must be included.
 - b. The **PTB** in the file may be the original or a copy.
 - c. The **PTB** must be completed properly before the firefighter will be considered qualified.
 - d. The **PTB** for firefighters in STCR **Trainee** status shall also be maintained in the file.
2. Readable copies of **Incident** Personnel Performance Rating (ICS form 225) prepared and signed by **Contractor's** evaluator from each of the **Incidents** listed in the STCR **PTB** Evaluation Record pages.
3. STCR **PTB** Evaluation Record pages shall be attached to each ICS form 225.
4. Readable copies of all **Incident** Personnel Evaluations completed by **Contractor's** evaluators.
5. Readable copies of Incident Crew Performance Ratings (ICS form 224) prepared and signed by a **Government Representative** from each of the **Incidents** at which the firefighter performed as a **Single Resource Boss Crew (CRWB)**.
6. 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 7 through 18*****

7. **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.
8. Readable copies of Incident Crew Performance Ratings (ICS 224) prepared and signed by a **GOVERNMENT** Representative from each of the **Incidents** listed in the **CRWB PTB** Evaluation Record pages.
9. Readable copies of all Crew Time Reports or Shift Tickets from each of the **Incidents** listed in the **CRWB PTB** Evaluation Record pages must be attached to each ICS 224 form.
10. Readable copies of all Incident Personnel Performance Ratings (ICS 225) completed by **Contractor's** evaluators.

11. Readable copies of Incident Crew Performance Ratings (ICS 224) prepared and signed by a **Government Representative** from each of the **Incidents** at which the firefighter performed as a Squad Boss (FFT1).
12. Readable copies of all Crew Time Reports or Shift Tickets from each of the **Incidents** at which the firefighter performed as a Squad Boss (FFT1) must be attached to each ICS 224 form.

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

13. **PTB** for Advanced Firefighter/Squad Boss (FFT1)/Incident Commander Type 5 (ICT5), PMS 311-14.
 - a. All pages must be included.
 - b. The **PTB** in the file may be the original or a copy.
 - c. The **PTB** must be completed properly before the firefighter will be considered qualified.
 - d. The **PTB** for firefighters in FFT1 **Trainee** status must also be maintained in the file.
14. Readable copies of Incident Crew Performance Ratings (ICS form 224) prepared and signed by a **Government Representative** from each of the **Incidents** listed in the FFT1/ICT5 **PTB** Evaluation Record pages.
15. Readable copies of all Crew Time Reports or Shift Tickets from each of the **Incidents** listed in the FFT1/ICT5 **PTB** Evaluation Record pages must be attached to each ICS form 224.
16. Readable copies of all Incident Personnel Ratings (ICS 225) completed by **Contractor's** evaluators.
17. Readable copies of Incident Crew Performance Ratings (ICS form 224) prepared and signed by a **Government Representative** from each of the **Incidents** at which the firefighter performed as a firefighter (FFT2) with readable copies of all Crew Time Reports or Shift Tickets attached to them.

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

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

Exhibit F - Equipment

F 1.0 GENERAL PROVISIONS RELATING TO EQUIPMENT –

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

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

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

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

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

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

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

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

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

F 2.5 **Contractor** must register all vehicles used to transport **Crew Members**, unless **Crew Members** provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport **Crew Members** must appear on the **Contractor's** certificate. If the **Contractor** directs or requests **Crew Members** to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the **Contractor** must be registered as a farm labor **Contractor** or a farm labor **Contractor Crew Member**.

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

vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations referenced at 29 CFR 500.105. All drivers must have a current, valid State driver's license and must comply with Department of Transportation work/rest requirements.

F 2.7 Each vehicle under the ownership or control of the **Contractor** which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance in accordance with applicable state requirements and all drivers must have a current, valid State driver's license, MSPA license and must comply with Department of Transportation work/rest requirements.

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

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

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

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

F 2.8.4 **Contractor** is responsible for providing all fuel, oil, and maintenance, and must maintain the vehicle in good repair.

F 2.9 **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**.

F 2.10 Vehicles must be shown on the **Hand Crew Manifest** as available for **Contractor Crew** transportation only and not available for hire for any purpose other than **Crew** transportation. **Crew** vehicles provided by **Contractor** for **Crew** transportation may not provide any other service other than for the safe transport of **Contractor Crews** while **Under Hire**. If **Contractor** or any of **Contractor's Crew Members** use any **Crew** vehicle for purposes other than the transport or logistical support (i.e., actions that support the **Crew** but offer no other fire suppression activity) of **Contractor's Crews**, **Contractor** will be considered non-compliant and will be subject to administrative action.

F 3.0 PERSONAL AND PROTECTIVE EQUIPMENT AND CLOTHING:

F 3.1 **Contractor** shall provide all **Crew Members** with the Personal Protective Equipment (PPE), including PPE for eyes, face, head, and extremities set forth below. All PPE shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary. Defective or damaged PPE shall not be used.

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

F 3.1.2 Hard Hat. **Contractor** must provide, and assure that each **Crew Member** 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.

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

F 3.1.4 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.

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

F 3.1.6 Water Container. One-quart size, one per person required, two per **Crew Member** recommended. The water container must be full on arrival to **Incident**.

F 3.1.7 Fire Shelter. One per person (shall be third party certified to NFPA 1977, or manufactured in accordance to FS Specification 5100-320). The current shelters are approved through the phase out cycle until they do not meet refurbishing standards. **Contractors** shall have New Generation fire shelters on or before January 1, 2010, for all wildland firefighters.

Contractors shall assure that the New Generation fire shelters comply and are third party certified to meet FS Specification 5100-606. For additional information contact the Missoula Technology and Development Center at 406-329-3978.

F 3.1.8 Flame Resistant Clothing (Shirt and Pants). 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.

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

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

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

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

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

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

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

F 4.1 Chain Saw Operator and Equipment. Three (3) chain saw kits are required for each 20 person **Crew**. Each kit shall consist of a chain saw (minimum 24 inch Bar and 3.60 cubic inch size motor), chaps, extra chain, wrench, and file. A falling axe and falling wedges are required for bucking down trees. **Contractor** shall provide **Crew Members** who operate power chain saws chain saw chaps and assure that the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps must be in good condition and shall cover the full length of the thigh to the top of the boot on each leg to protect the legs from injury due to inadvertent and accidental contact with a moving power chain saw. All **Contractor Crew Members** who operate chain saws must meet the specification requirements for Faller A. Power saws may be used for fireline construction, mop-up or clearing access routes and emergency escape routes or safety zones. **Crew Members** shall not perform as hazardous tree fallers. **Contractor** shall provide hearing protection where there is a potential for hearing loss due to high intensity noise, e.g., chain saw operation.

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

TABLE 1

HAND TOOLS			TOOL COMBINATION REQUIRED	
			10-PERSON CREW	20-PERSON CREW
Combi/ Rheinhardt/ Hazel Hoe or McLeod	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	Minimum 24" bar	02	03
10-Person Belt First Aid Kit	ANZI # Z308.1 2003 Standards		01	02
Fire Extinguishers	For Chainsaws – 8 oz. minimum capacity by weight For Vehicles – UL rating of at least 4. BC			

F 4.3 **Contractor** shall supply a minimum of four (4) multi-channel programmable hand held radios with one programming or cloning cable, if necessary, for **Crew** to facilitate communications between overhead personnel and **Crew**. Authorized radios may be found at the NIFC Wildland Fire Communications site <http://www.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 Forest Service frequencies for other than fire suppression activities.

F 4.4 For purposes of this **Agreement**, an "approved equal" radio is one whose performance is equal to or better than the product brand named, as determined by the **Administering Agency**. To request the **Administering Agency's** approval of an "approved equal" radio, **Contractor** must submit in writing to the **Single Point of Contact**, in advance of the proposed use of the **Equipment**, information sufficient to allow the **Administering Agency** to determine the compatibility of the proposed **Equipment**. Radios found on the Forest Service approved radio contract are acceptable as well as approved equal radios approved by the National Interagency Fire Center (NIFC), Communications Division at (208) 387-5485. **Government** reserves the right to reject any **Equipment** it deems is not compatible or approved as listed on the NIFC website.

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

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

F 4.7 ACCIDENTS/FIRST AID - **Government** shall provide first aid to **Crew Members** when the need arises due to work on the **Incident**. In life threatening situations, **Government** shall 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 Member** is in camp with an illness or injury and is given transport to a medical facility or hospital by **Government** or at **Government** expense, **Contractor** shall reimburse **Government** for all expenses related to such transport. **Contractor** must comply with all **OSHA** requirements pertaining to numbers of **Crew Members** trained in first aid.

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

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

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

F 5.2 **Contractor** will be charged for **Consumable Goods** supplied by **Government** and used by **Contractor's Crews** while **Under Hire**. The cost of all **Consumable Goods** will be deducted from payment to **Contractor**. At **Government's** discretion, **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**.

EXHIBIT G - SCHEDULE OF INSURANCE

G.1 GENERAL REQUIREMENTS

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

G.2 COMMERCIAL GENERAL LIABILITY

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

G.3 AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY

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

G.4 WORKERS' COMPENSATION

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

G.5 ADDITIONAL INSURED

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

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

G.6 "TAIL" COVERAGE

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

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

G.7 NOTICE OF CANCELLATION OR CHANGE

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from the **Contractor** or its insurer(s) to the **Administering Agency**. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the **Agreement** and shall be grounds for immediate termination of this **Agreement**.

G.8 CERTIFICATE(S) OF INSURANCE

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

Exhibit H - Administration of the Agreement

H 1.0 ROLE OF THE PROTECTION CONTRACT SERVICES UNIT

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

H 2.0 PRELIMINARY ASSESSMENT OF EVALUATION OR COMPLAINT:

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

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

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

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

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

H 3.0 INVESTIGATION AND ACTION ON THE EVALUATION OR COMPLAINT –

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

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

H 3.3 **Contractor** is encouraged to contact the **Single Point of Contact** or designee, immediately after receiving notice of a **Crew** suspension in order to discuss the reasons for the action of the **Administering Agency** and to propose actions that might be taken by **Contractor** to mitigate potential administrative actions. The **Administering Agency** will determine if and

when a suspension will end and the conditions, if any, under which **Contractor's Crew** will be allowed to return to **Available** status for dispatch.

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

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

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

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

Exhibit I - Wildland Firefighting Training Resources

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

FIREFIGHTING CONTRACTOR ASSOCIATIONS

National Firefighter Training & Carding Assoc.

PO Box 974
Philomath, OR 97370

John Berger (President)
Phone: (541) 929-7802
FAX: (541) 929-7803
Web page: www.nftca.com

National Wildfire Suppression Assoc.

PO Box 330
Lyons, OR 97358
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.

Kevin Curfman (President)
421 Chilvers Rd
Chehalis, WA 98532
Phone: (360) 880-3473
Email: kcurfman@compprime.com

Brad Martin (Training Coordinator)
Phone: (509) 953-9180
Email: firefightermarty@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

PUBLIC TRAINING PROVIDERS
OREGON INSTITUTIONS

Blue Mountain Community College

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

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

Central Oregon Community College

Redmond Campus
2030 SE College Loop
Redmond, OR 97756

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

Clackamas Community College

19600 S. Molalla Ave.
Oregon City, OR 97045

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

Klamath Community College

7390 S. 6th St.
Klamath Falls OR 97603

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

Linn-Benton Community College

6500 Pacific Blvd SW
Albany, OR 97321

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

Portland Community College

705 N Killingsworth
Portland, OR 97217

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

Rogue Community College

3345 Redwood Hwy
Grants Pass OR 97527

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

Southwest Oregon Community College

1988 Newmark Ave.
Coos Bay, OR 97420

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

Tillamook Bay Community College

2510 First St.
Tillamook, OR 97141

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

Treasure Valley Community College

650 College Blvd
Ontario OR 97914

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

Umpqua Community College

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

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

**PUBLIC TRAINING PROVIDERS
WASHINGTON INSTITUTIONS**

Bates Technical College

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

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

Bellevue Community College

Fire Science Program
3000 Landerholm Circle S.E.
Bellevue, WA 98007

Phone: (425) 564-2012
Web: <http://www.bcc.ctc.edu>

Columbia Basin College

2600 N. 20th Ave.
Pasco, WA 99301

Ken Williams
Phone: (509) 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>

Northwest Indian College

Colville Tribal Campus
PO Box 150

Nespelem, WA 99155
Ray W Tupling
Phone: (509) 634-2631
Email: ray.tupling@colvilletribes.com

Peninsula College

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

Skagit Valley College

Mt. Vernon Campus
2405 E. College Way
Mt. Vernon, WA 98273
Patrick McVicker
Phone: (360) 416-7783
Web: <http://www.skagit.edu>

South Puget Sound Community College

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

Spokane Community College

Fire Science Technology
1810 N. Greene St.
Spokane, WA 99217
Cathy Shaffer
Phone: (509) 533-8037
Web: <http://www.scc.spokane.edu>

Walla Walla Community College

Fire Science Dept.
500 Tausick Way
Walla Walla, WA 99362
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 J - Special Compensation Issues and Payment Centers

SCHEDULE 1 - FEDERAL FIRES

I. COMPENSATION

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

II. INVOICES

- A. Government's Representative and Crew's Representative will carry copies of the Agreement with the Resource Order to the assigned Incident.
- B. After each shift Crew Boss will document Crew time on the Crew Time Report. The Crew Time Report shall include all Crew Members in manifest order; actual hours worked; signature of the Crew Boss. The appropriate Government official (usually the person the Crew worked for on the line) will sign the Crew Time Report and submit to the Finance Section.
- C. Finance Section will post time to an Equipment Use Invoice, Optional Form 286 (OP-286).
- D. 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.
- E. Crew's Representative will sign invoice.
- F. Payments will be based on Crew Time Reports and properly signed OF-286 Equipment Use Invoices. The Electronic Funds Transfer Payment Method must be used. On long duration fires, partial payments may be made as provided by the referenced payment clauses (Payments, 52-232-1).
- G. Payment will be processed by the appropriate agency listed on the following pages:

USDA FOREST SERVICE REGIONAL HEADQUARTERS

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

DEPT. OF THE INTERIOR/BUREAU OF LAND MANAGEMENT NATIONAL OPERATIONS CENTERS

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

BUREAU OF INDIAN AFFAIRS OFFICES

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

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

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

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

Oregon Caves Natl Monument

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

Mount Rainier Natl Park

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

Crater Lake Natl Park (CRLA)
Park
Highway 62
P O Box 7
Crater Lake OR 97604-0007
(541) 594-2211
0429

Ebey's Landing Natl Historical

Reserve (ELBA)
P O Box 774
Coupeville WA 98239-0774
(360) 553-0791

San Juan Island Natl Hist

(SAJH)
125 Spring Street
P O Box 429
Friday Harbor WA 98250-

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
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

NOTICE OF ASSIGNMENT

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

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

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

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

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

DATE RECEIVED	HOUR RECEIVED <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.

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

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

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

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

(CORPORATE SEAL)
ATTEST:

By _____
Title _____

(NAME OF CONTRACTOR)

By _____
(SIGNATURE OF OWNER, PARTNER, OR OFFICER)

Title _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)

as:

COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me, _____, a notary public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ he _____ executed the same.

NOTARY PUBLIC

(NOTARIAL SEAL)

My commission expires _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)

as:

COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me, _____, a notary public in and for said State, personally appeared _____, known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

NOTARY PUBLIC

(NOTARIAL SEAL)

My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

as:

COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me, _____, a notary public in and for said State, personally appeared _____, known to me to be the of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(NOTARIAL SEAL)

My commission expires _____ dated _____

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

EXHIBIT J - SPECIAL COMPENSATION ISSUES AND PAYMENT CENTERS

SCHEDULE 2 - OREGON FIRES

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

I. COMPENSATION

Oregon Department of Forestry (ODF), Coos Forest Protective Association (CFPA), Douglas Forest Protective Association (DFPA) and Walker Range Fire Patrol shall pay **Contractor** for services in accordance with the scheduled Proposal Rate stated in **Attachment A** of this **Agreement** and in accordance with the terms and conditions of this **Agreement**. This rate shall be a single hourly rate which will cover **Crew** time per person, dispatch time, **Equipment** costs, travel time, vehicle gas and oil, less any applicable deductions. Time shall start to accrue upon departure from the **Designated Dispatch Location** to each **ODF** 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**.

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

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

II. OREGON DEPARTMENT OF FORESTRY AND PROTECTION ASSOCIATION BILLING ADDRESSES

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

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

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

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

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

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

Southwest Oregon District
5286 Table Rock Road
Central Point OR 97502

(541) 664-3328

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

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

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

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

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

Northeast Oregon District

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

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

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

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

EXHIBIT J - SPECIAL COMPENSATION ISSUES AND PAYMENT CENTERS

SCHEDULE 3 - WASHINGTON FIRES

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**.

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

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

WA Dept of Natural Resources 1111 Washington Street SE PO Box 47037 Olympia WA 98504-7037 (360) 902-1300	Southeast Region 713 E Bowers Rd Ellensburg WA 98926-9341 (509)925-8510	Northeast Region 225 S Silke Rd PO Box 190 Colville WA 99114-0190 (509) 684-7474
Northwest Region 919 N Township Street Sedro Woolley WA 98284-9395 (360) 856-3500	South Puget Sound Region 950 Farman Street N PO Box 68 Enumclaw WA 98022-0068 (360) 825-1631	Olympic Region 411 Tillicum Lane Forks WA 98331-9797 (360) 374-6131
Pacific Cascade Region 601 Bond Road PO Box 280 Castle Rock WA 98611-0280 (360) 577-2025		

Exhibit K - Special Contract Terms and Conditions

SCHEDULE 1 - FEDERAL FIRES

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The following terms and conditions, as well as those incorporated herein, may 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 (Mar 2007) (E.O. 11246)
- 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)
- 52.232-11 Extras (Apr 1984)
- 52.232-25 Prompt Payment (Oct 2008)
- 52.233-1 Disputes (July 2002)
- 52.244-6 Subcontracts for Commercial Items (Mar 2007)
- 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 (Feb 2008) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (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 (Nov 2007) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, 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.)

(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 (Jul 1995) (Applies to contracts over \$25,000).

(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.

EXHIBIT K - SPECIAL CONTRACT TERMS AND CONDITIONS

SCHEDULE 2 - OREGON

The terms and conditions contained in Sections 1-24 of the **2009 IFCA Agreement** are incorporated by reference in this Schedule and constitute the **Special Contract Terms and Conditions** applicable to Oregon fires as described in Section 3.2 and 3.2.1 of the **Agreement**. In addition, the following terms and conditions are also applicable:

FOREIGN CONTRACTOR:

If the amount of compensation under the **Agreement** exceeds ten thousand dollars (\$10,000), and if **Contractor** is not domiciled in or registered to do business in the **State of Oregon**, **Contractor** shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the **Agreement**. The **State** shall be entitled to withhold final payment under the **Agreement** until **Contractor** has met this requirement.

FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:

Contractor understands and agrees that the obligation for the payment of amounts due under this **Agreement** is contingent on the **State of Oregon** receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow **ODF** to make payments under this **Agreement**.

DRUG/ALCOHOL AND FIREARMS PROHIBITION

The possession of firearms or other dangerous weapons (as defined in 18 USC 930 (g)(2)) is prohibited at all times while on **Government Property** and during performance of **Services** under this **Agreement**. The term "dangerous weapon" does not include a pocket knife with a blade less than 2 ½ inches in length or a multi purpose tool

Contractor and **Contractor's Crew** and other employees are prohibited from engaging in the manufacture, distribution, dispensing, unlawful possession or use of controlled substances or alcohol while working under this **Agreement** or in fire camp. This **Agreement** includes and incorporates by reference Federal Acquisition Regulation (FAR) clause 52.223-6 (Drug Free Work Place [May 2001]). Upon request, the **ODF** will make the full text of this FAR available to **Contractor**.

HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE

The following policies and orders are incorporated by reference into this **Agreement**: State of Oregon and ODF policy 50.010.01; State of Washington and Department of Natural Resources, State policy POL-7016; U.S. Department of Agriculture, Title VII, Civil Rights Act of 1964; Executive Order EO-11246 and U.S. Forest Service Harassment Free Workplace Policy.

This **Agreement** requires a work and rest environment free from behavior, action, or language that is or may be perceived by others as hostile, intimidating, violent or abusive. Harassment or discrimination in any form is illegal, unacceptable conduct and WILL NOT BE TOLERATED. **Contractor** or **Contractor's Crew** or other employees who engage in such conduct shall be released or removed from the **Incident**.

EXHIBIT K - SPECIAL CONTRACT TERMS AND CONDITIONS

SCHEDULE 3 - WASHINGTON FIRES

STANDARD TERMS AND CONDITIONS

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

I. Responsibilities

Contractor is providing services to the State of Washington as an independent **Contractor** and shall not be construed to be an employee or an agent of the State of Washington for any purpose. **Contractor** agrees to defend, protect, save, and hold harmless the State of Washington, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to the actions of **Contractor**, or the actions of **Contractor's** agents and/or employees in the performance of this Agreement. **Contractor** will be responsible for the payment of any fines or penalties charged against **Contractor** or any of **Contractor's** employees or equipment.

II. Conflict and Severability

1. Conflict. In the event of conflict between Agreement documents and applicable laws, codes, ordinances, regulations or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws, ordinances regulations or orders, the most stringent or legally binding requirement shall govern and be considered as part of this Agreement in order to afford the State of Washington the maximum benefits thereof.

2. Severability. Any provisions of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

III. Workers Right to Know

1. Recently passed "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers or distributors of hazardous substances, including any of the items listed on this bid/quote/contract bid and subsequent award must include with each delivery a completed Material Safety Data Sheet (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:

- a. The identity of the hazardous material,
- b. Appropriate hazardous warnings, and
- c. Name and address of the chemical manufacturer, importer or other responsible party.

2. The Department of Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

IV. Indemnity

To the fullest extent permitted by law, **Contractor** shall indemnify, defend and hold harmless State of Washington, agencies of State of Washington and all officials, agents and employees of State of Washington, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. **Contractor** obligation to indemnify, defend, and hold harmless includes any claim by **Contractor** agents, employees, representatives, or any subcontractor or its employees. **Contractor** expressly agrees to indemnify, defend, and hold harmless State of Washington for any claim arising out of or incident to **Contractor** or any subcontractor's performance or failure to perform the contract. **Contractor** obligations to indemnify, defend, and hold harmless State of Washington shall not be eliminated or reduced by any actual or

alleged concurrent negligence of State of Washington or its agents, agencies, employees and officials. **Contractor** waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State of Washington and its agencies, officials, agents or employees.

V. Personal Liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the State of Washington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

VI. Legal Fees

Contractor covenants and agrees that in the event suit is instituted by the State of Washington for any default on the part of **Contractor**, and **Contractor** is adjudged by a court of competent jurisdiction to be in default, he shall pay to the State of Washington all costs, expenses expended or incurred by the State of Washington in connection therewith, and reasonable attorney's fees.

VII. Insurance

Contractor shall, at all times during the term of the agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Workers' Compensation Coverage. **Contractor** shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of **Contractor** and employees of any subcontractor or sub subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this agreement. Except as prohibited by law, **Contractor** waives all rights of subrogation against State of Washington for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance. **Contractor**, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State of Washington incurs fines or is required by law to provide benefits to or obtain coverage for such employees, **Contractor** shall indemnify State of Washington. Indemnity shall include all fines, payment of benefits to **Contractor** or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to State of Washington by **Contractor** pursuant to the indemnity agreement may be deducted from any payments owed by State of Washington to **Contractor** for performance of this agreement.

Exhibit L - Master Cooperative Agreement Parties

UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
Oregon and Washington
DUNS No. 798067393

NATIONAL PARK SERVICE
PACIFIC WEST REGION
Duns No. 092773134

BUREAU OF INDIAN AFFAIRS
NORTHWEST REGION
DUNS No. 076425305

UNITED STATES FISH AND WILD LIFE SERVICE
PACIFIC REGION
DUNS No. 129285792

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
PACIFIC NORTHEAST AND NORTHERN REGIONS
DUNS No. 929332484

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DUNS No. 808883474

STATE OF OREGON
DEPARTMENT OF FORESTRY
DUNS No. 118959662

COOS FOREST PROTECTIVE ASSOCIATION
DUNS No. 084417666

DOUGLAS FOREST PROTECTIVE ASSOCIATION
DUNS No. 076423482

WALKER RANGE FOREST PROTECTIVE ASSOCIATION
DUNS No. 624858064

Exhibit M - Sample Forms

NOTIFICATION OF PACK TEST

Company Name: _____

Number of Students: _____

Date(s) Planned: _____ Time (Start to End): _____

Location: _____

Street Address: _____

City/State: _____

Administrator's Name: _____

Administrator's Phone No.: _____

FAX or mail to:
Oregon Department of Forestry
Protection Contract Services Unit
2600 State St.
Salem, OR 97310
Phone: 503-945-7468
FAX: 503-945-7494

EMPLOYEE TRAINING AND QUALIFICATION SUMMARY FORM

Header Information			
First Name		Unique Employee Number	
Last Name		Date of Birth (MM/DD/YY)	
Middle Initial			
Incident Qualification Card Certifications			
<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 POSITION CODE = Four digit code for the job performed (ex.: FFT2 = Firefighter Type 2)			

Employee Training Entry			
Course Code	Date Completed (MM/YY)	Course Code	Date Completed (MM/YY)

Task Books			
Job Code	Initiated Date	Certified Date	Certified By

EMPLOYEE WILDLAND FIRE EXPERIENCE

Job Code	Activity Code (WF or I)	Incident Date (MM/DD/YY)	Agency	State	Operational Periods (Shifts)	Management Type or Complexity Level (See Below)	Fuel Type (See Below)	Fire Size (See Below)	Incident Name

ICS Management Types	Complexity Levels	Fuel Type (select primary carrier)	Fire Sizes (in acres)
TYPE A - national area command team assigned TYPE 1 - national type 1 team assigned TYPE 2 - regional type 2 team assigned TYPE 3 - extended attack with multiple resources TYPE 4 - initial attack TYPE 5 - initial attack with very few resources	LEVEL 1 LEVEL 2 LEVEL 3	1 - grass 2 - shrub 3 - timber 4 - slash	A .1 - .25 B .26 - 9.9 C 10 - 99.9 D 100 - 299.9 E 300 - 999.9 F 1,000 - 4,999.9 G 5,000 +

EMPLOYEE SIGNATURE (optional)		DATE	
COMPANY OWNER SIGNATURE (required)		DATE	

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		INTERMEDIATE STOPS	DESTINATION
PLACE	ETD	ETA	PLACE
EMPLOYEE NAME	M	F	IDENTIFICATION NUMBER
1			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
DRIVER AND VEHICLE INFORMATION			
Driver Name	Identification Number	MSPA Number	Exp. Date
SIGNATURE OF AUTHORIZED REPRESENTATIVE/ (PRINT)			DATE

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 I II III	
				8. Date of Assignment 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

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 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

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

INTERAGENCY CREW AGREEMENT INSPECTION FORM

P F

INCIDENT NAME: _____ NUMBER: _____ DATE: _____

Crew Name: _____ Resource Order #: _____
 Agreement Number: _____ Number of Employees: _____
 Crew Manifest: Yes No Equipment Manifest: Yes No

CREW PERSONNEL (Check Each Person for the Following)

Photo ID and Employee Qualification Card with information required in Exhibit E.

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, 3/4" 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. Combi/Rheinhart/Hazel Hoe/McLeod ____ 3lb. Head ____ 36" Handle _____	4	8	
B. Pulaski ____ 3 3/4 lb. Head ____ 36" Handle _____	5	10	
C. Shovel _____ Size 0 or 1 _____	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: _____

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 INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____
INSURED	

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	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"/> _____				COMBINED SINGLE	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY (Ea Accident)	\$
					OTHER THAN AUTO ONLY:	
					EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE – EA EMPLOYEE	\$
					E.L. DISEASE – POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS but only with respect to the 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), Washington Association of Fire Chiefs; The Oregon Fire Chiefs Association, and their officers, divisions, agents, employees and members.

CERTIFICATE HOLDER	X	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
OREGON DEPARTMENT OF FORESTRY PROTECTION PROGRAM 2600 STATE STREET SALEM OR 97310		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE 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.	