

ATTACHMENT 2



2017 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 Wildland Fire Management and Stafford Act Response Agreement** (the “**Master Agreement**”), Washington Department of Natural Resources, Washington State Fire Marshal, and Oregon State Fire Marshal, 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 **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 (Region 6). **Government** may dispatch contract **Resources** outside of Oregon and Washington. See D 10.0.

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

1.3 All **Resources** provided by the **Contractor** must meet and comply with all of the applicable requirements of this **Agreement**. **Contractor** is obligated to provide all **Services** proposed in its Proposal at an equal or better value during the **Term of the Agreement**.

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

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

1.6 If, at any time 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 (DDLs)**. Additional **Crews** offered shall not result in excess of the total number of **Crews** authorized by the Oregon Bureau of Labor and Industries (**BOLI**) as indicated on the **Contractor’s BOLI** license. **Contractor** may, but is not required to, offer to provide the requested **Resources**. **Crews offered and accepted will expire on December 31 of the calendar year in which they were requested and accepted, unless otherwise specified by the Administering Agency. These additional crews will not be offered for renewal during an Extension Term.**

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

2.0 COMPENSATION

2.1 **Contractor** shall be compensated for the **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** issuing the **Resource Order** for **Services** for the specific **Incident** that is the subject of the **Resource Order**.

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

2.4 Prices shall be firm for the Initial **Term of the Agreement**. **Contractor** may request price adjustments in writing no later than sixty (60) days prior to the expiration of the Initial **Term of the Agreement**, or if applicable, no later than sixty (60) days prior to the expiration of any Extension Term. Price adjustments shall not exceed the percentage of change in the U.S. Department of Labor (DOL) Consumer Price Index (CPI) (<http://www.bls.gov/cpi/>) based on the West Region Consumers percentage difference between: (a) July 1, 2016 and July 1, 2017 (for a first Extension Term, if any – see Section 4.7 of this **Agreement**); (b) July 1, 2017 and July 1, 2018 (for a second Extension Term, if any); and (c) July 1, 2018 and July 1, 2019 (for a third Extension Term, if any).

2.5 If additional requirements, including but not limited to a new government law or rule, comes into effect that would significantly increase costs for a **Contractor** to continue to provide **Services** for this **Agreement**, **Contractor** may make a written request to the **PCSU**, within ninety (90) days after the effective date of the additional requirements, for a special price adjustment. The request must contain the proposed increase amount, a comprehensive analysis, and data to substantiate the request. The **Administering Agency** will review the request and will have sole discretion to determine if a special price adjustment will be granted.

2.6 Prior to a **Contractor** request for a price adjustment pursuant to 2.4 or 2.5, **Government** may provide a price adjustment in lieu of the **Contractor** request. The price adjustment will be addressed in the Renewal Notice (see 4.3).

3.0 DISPATCH OF CONTRACTOR RESOURCES

3.1 The **Contractor** shall provide the **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 while the **Crew** is **Under Hire**, 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 a federal entity, see **Exhibit K, Schedule 1**.

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

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

TERM AND EXTENSION

4.0 TERM OF THE AGREEMENT AND OPTION TO EXTEND

4.1 The Initial **Term of the Agreement** will commence on the **Effective Date** and expire upon the execution of an extension to the **Agreement** or April 30, 2018, 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 three additional one-year periods (each an "Extension Term"). If the **Administering Agency** intends to extend the **Term of the Agreement**, notice will be made to the **Contractor** no later than ninety (90) days prior to the expiration of the Initial **Term of the Agreement**, or if applicable, no later than ninety (90) days prior to the expiration of any Extension Term.

4.3 If the **Administering Agency** intends to extend the **Term of the Agreement**, a Renewal Notice and new Agreement Award Summary sheet(s) (Attachment A) will be sent to **Contractor** no later than forty-five (45) days prior to the expiration of the Initial **Term of the Agreement**, or if applicable, no later than forty-five (45) days prior to the expiration of any Extension Term. If the **Contractor** wants to accept the extension, the **Contractor** must sign and return the corresponding Agreement Award Summary sheet(s) by the time specified in the Renewal Notice. If **Contractor** does not return the signed Agreement Award Summary sheet(s) by the time set forth in the notice, the **Agreement** will expire in accordance with its terms.

4.3.1 An extension to the **Term of the Agreement** will commence on the **Effective Date** and expire on the Expiration Date provided on the Agreement Award Summary, or with the execution of a new **Agreement**, a subsequent extension to the **Agreement**, or if terminated sooner in accordance with any other terms of the **Agreement**.

4.4 **Contractor** may request a price adjustment only as described in Section 2.4 and 2.5. Adjustment of price is within the sole discretion of the **Administering Agency**. **Contractor** will be advised of **Administering Agency's** decision on the price adjustment request.

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

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

4.7 The **Contractor** has no entitlement to any extension of the **Agreement**. **Administering Agency** may, at its sole option and discretion, decide whether to offer any extension of the **Agreement** to the **Contractor**. **Administering Agency** reserves the right not to issue a Renewal Notice to some or all **Contractors**, to issue a new solicitation for firefighting resources, to terminate the contract firefighting program, or to take any other action with respect to the contract firefighting 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 for any **Term of the Agreement**.

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

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

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

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

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

5.5 Misrepresentation of **DDL** dispatch protocols per D 1.0 and D 4.0 is cause for rejection of **Crews** and termination of the **Agreement** at no expense to **Government**.

6.0 MERGER CLAUSE; AMENDMENT; WAIVER

6.1 The Request for Proposal and **Contractor's** Proposal, along with this **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** will bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents will 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** will 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**.

8.1.3.1 **Administering Agency** may request **Contractor** to cure a breach, default or failure within ten (10) **Business Days** after delivery of a notice of default by the **Administering Agency** or such longer period as the **Administering Agency** may specify in such notice. **Contractor** is in default of this **Agreement** if cure has not been completed within the required time.

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

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

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

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

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

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

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

APPLICABLE LAW AND POLICIES

10.0 COMPLIANCE WITH APPLICABLE LAWS, STANDARDS AND POLICIES. **Government** reserves the right to verify, at any time, **Contractor** compliance with applicable laws.

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.

10.2 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT. **Contractor shall** comply with the requirements of The Migrant and Seasonal Agricultural Worker Protection Act of 1983 (**MSPA**) (29 U.S.C. 1801, *et seq.*) and implementing regulations issued by the DOL (29 CFR 500). This law requires any employer who hires or anticipates hiring **Crew Members** subject to **MSPA** to (a) obtain a Farm Labor Contractor Certificate of Registration, and (b) provide **MSPA** registered drivers, and be fully in compliance with the provisions set under 29 CFR Part 500. At all times during the **Term of the Agreement**, **Contractor** shall maintain in full force and effect required **MSPA** certification. **Contractor** shall provide a photocopy of the Farm Labor Contractor Certificate of Registration, that includes all authorized vehicles, to the **Administering Agency**, and provide evidence of compliance with **MSPA** upon request by a representative of any **Government** entity. More information concerning the Migrant and Seasonal Agricultural Worker Protection Act, including provisions under 29 CFR Part 500, can be found here: <https://www.dol.gov/whd/mspa/index.htm>.

10.3 US DEPARTMENT OF LABOR WAGE DETERMINATION AND STATE MINIMUM WAGE. **Contractor** shall compensate all **Crew Members** in accordance with:

(a) The applicable hourly wage rate and fringe benefit provisions of (the highest of the following):

- (i) The Wage Determination issued pursuant to the federal McNamara-O'Hara Service Contract Act (SCA), **or**
- (ii) The state minimum hourly wage rate, **or**
- (iii) Any other applicable federal minimum wage, local minimum wage rates, or wage rates pursuant to a collective bargaining agreement.

and

- (b) The applicable Fringe Benefits set forth in the Wage Determination.

Contractors will be required to ensure that **Crew Members** are paid no less than the federal or state minimum wage in effect each year of a multi-year contract.

See Exhibit U for the US Department of Labor Wage Determination. Regulatory requirements under the McNamara-O'Hara Service Contract Act are found in 29 CFR Part 4: Federal Standards for Federal Service Contracts (<https://www.dol.gov/whd/govcontracts/sca.htm>).

10.3.1 See Exhibit T for Labor Standards for Federal Service Contracts (29 CFR 4).

10.3.2 During the period that covered work is being performed on a contract subject to the act, the **Contractor** must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment (WH-1313) (<https://www.dol.gov/whd/regs/compliance/posters/govbw.pdf>).

10.3.3 The Fair Labor Standards Act and the Contract Work Hours Safety Standards Act may require the payment of overtime at time and one-half the regular rate of pay for all hours work on the contract in excess of 40 a week. The Contract Work Hours Safety Standards Act is more limited in scope than the Fair Labor Standards Act and generally applies to Government contracts in excess of \$100,000 that require or involve the employment of laborers, mechanics, guards, watchmen. See overtime regulations for CWHSSA at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm> and for FLSA at: <https://www.dol.gov/whd/regs/compliance/whdfs23.pdf>.

10.4 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** shall 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.

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

10.6 UNLAWFUL OR CRIMINAL ACTIONS. Violation of state or federal laws by **Contractor**, or **Contractor's Crew Members**, while **Under Hire** may result in suspension or termination of **Contractor's Agreement**.

10.7 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; (b) while in fire camp; (c) while **Under Hire**; or (d) at any time while providing **Services** under this **Agreement**. The term "dangerous weapon" does not include a pocket knife with a blade less than 2 ½ inches in length, or a multi-purpose tool.

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

10.9 DISCRIMINATION AND 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 threatening, offensive, hostile, intimidating, violent or abusive. Also prohibited are acts that express or are reasonably perceived to express intent to cause damage to property. Harassment or discrimination in any form is unacceptable conduct and will not be tolerated. Therefore, the following policies and orders are incorporated by reference into this **Agreement**:

Oregon Department of Forestry policy 50.010.01;

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

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

10.9.1 **Contractor** shall have a policy and practice that prevents Sexual Harassment, Sexual Assault and Discrimination against members of a Protected Class, OAR 125-246-330(4).

10.10 EMPLOYMENT ELIGIBILITY VERIFICATION (22.18)

(22.1803) Special Requirements for Labor Intensive Contracts

(a) 8 CFR Section 274A of the Immigration and Nationality Act (INA) (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The H-2B temporary nonimmigrant program permits employers to hire nonimmigrant workers to meet their employment needs, but such employers must first file an Application for Temporary Employment Certification with the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration and conduct certain recruitment activities to ensure that there are not qualified U.S. workers available for the position listed in the Application. The Wage and Hour Division of the U.S. Department of Labor enforces the contractual and other obligations required by the H-2B program which are found at 20 CFR Part 655 subpart A and 29 CFR Part 503.

(b) Employers using the H-2B program to perform forestry-related work may also be subject to the requirements of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA). The employer may be required under MSPA to obtain a current and valid Farm Labor Contractor Certificate of Registration. MSPA is implemented under 29 USC 1801 and 29 CFR Part 500 and is enforced by the Wage and Hour Division. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of an individual's national origin or citizenship status.

(c) For further information on the requirements of the H-2B program, visit OFLC's website at <https://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at: <https://www.dol.gov/whd/immigration/h2b.htm>. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.)

10.11 **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 All **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. **Contractor** shall provide proof of continued coverage to the **Administering Agency**.

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, employee, 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, employee, 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 provide 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), 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 or if the **Addressee** has received the **Notice**.

17.0 GOVERNING LAW, VENUE AND CONSENT TO JURISDICTION.

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

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

17.3 Any claims, actions, suits or proceedings between **Contractor** and a federal entity, or between **Contractor** and Washington state will be governed by the procedures outlined in the Special Contract Terms and Conditions in Exhibit K.

18.0 SURVIVAL.

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

19.0 SEVERABILITY.

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

20.0 ASSIGNMENT AND DELEGATION.

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

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

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

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

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

21.0 THIRD PARTY BENEFICIARIES.

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

22.0 ACCESS TO RECORDS AND AUDIT RIGHTS.

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

23.0 CERTIFICATION OF COMPLIANCE WITH TAX LAWS.

By the execution of the **Agreement**, **Contractor** attests or affirms under penalty of perjury that **Contractor** is not in violation of any Oregon Tax Laws." For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS

305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

24.0 CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS.

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

Attachment A – Agreement Award Summary

OREGON DEPARTMENT OF FORESTRY 2017 INTERAGENCY FIREFIGHTING CREW AGREEMENT AGREEMENT AWARD SUMMARY – CREWS			
1. AGREEMENT NUMBER: FEDERAL NUMBER: AGREEMENT NOS. MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT		2. EFFECTIVE DATE:	3. EXPIRATION DATE:
4. BUSINESS NAME/MAILING ADDRESS: Also remittance address: <input type="checkbox"/>		a. Business Owner: b. Primary Business Contact, if different from above:	
c. Email Address:			
d. FEIN:	e. DUNS:	f. Business Phone:	g. Business Fax:
5. DESIGNATED DISPATCH LOCATION ADDRESS:		6. NUMBER OF 20 PERSON CREWS FOR THIS AGREEMENT NUMBER: 1	7. Oregon/Washington HOURLY RATE (per person):
8. 1st Dispatch Contact Name:			
a. Day Phone:	b. Night Phone:	c. Cell Number:	d. Email:
9. 2nd Dispatch Contact Name:			
a. Day Phone:	b. Night Phone:	c. Cell Number:	d. Email:
10. If commissary is available at fire camps, use by Contractor's Personnel is (check one): <input type="checkbox"/> AUTHORIZED <input type="checkbox"/> NOT AUTHORIZED by CONTRACTOR			
11. CONTRACTOR OR AUTHORIZED COMPANY REPRESENTATIVE (SIGN HERE)		12. DATE	
13. CONTRACTOR OR AUTHORIZED COMPANY REPRESENTATIVE'S NAME (PRINT HERE)			
14. ODF CONTRACT MANAGER SIGNATURE		15. DATE	
16. ODF CONTRACT MANAGER'S NAME AND TITLE			
17. AUTHORIZED FEDERAL CONTRACTING OFFICER SIGNATURE		18. DATE	
19. AUTHORIZED FEDERAL CONTRACTING OFFICER'S NAME AND TITLE			

OREGON DEPARTMENT OF FORESTRY 2017 INTERAGENCY FIREFIGHTING CREW AGREEMENT AGREEMENT AWARD SUMMARY – STRIKE TEAM LEADER			
1. AGREEMENT NUMBER: FEDERAL NUMBER: AGREEMENT NOS. MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT		2. EFFECTIVE DATE:	3. EXPIRATION DATE:
4. BUSINESS NAME/MAILING ADDRESS: Also remittance address: <input type="checkbox"/>		a. Business Owner: b. Primary Business Contact, if different from above:	
c. Email Address:			
d. FEIN:	e. DUNS:	f. Business Phone:	g. Business Fax:
5. DESIGNATED DISPATCH LOCATION ADDRESS: Primary Business Contact, if different from above:		6. NUMBER OF STRIKE TEAM LEADERS FOR THIS AGREEMENT NUMBER: 1	7. Oregon/Washington HOURLY RATE:
8. 1ST Dispatch Contact Name:			
a. Day Phone:	b. Night Phone:	c. Cell Number:	d. Email:
9. 2ND Dispatch Contact Name:			
a. Day Phone:	b. Night Phone:	c. Cell Number:	d. Email:
10. If commissary is available at fire camps, use by Contractor's Personnel is (check one): <input type="checkbox"/> AUTHORIZED <input type="checkbox"/> NOT AUTHORIZED by CONTRACTOR			
11. CONTRACTOR OR AUTHORIZED COMPANY REPRESENTATIVE (SIGN HERE)		12. DATE	
13. CONTRACTOR OR AUTHORIZED COMPANY REPRESENTATIVE'S NAME (PRINT HERE)			
14. ODF CONTRACT MANAGER SIGNATURE		15. DATE	
16. ODF CONTRACT MANAGER'S NAME AND TITLE			
17. AUTHORIZED FEDERAL CONTRACTING OFFICER SIGNATURE		18. DATE	
19. AUTHORIZED FEDERAL CONTRACTING OFFICER'S NAME AND TITLE			

Exhibit A - Definitions

Unless otherwise provided in the **Agreement**, the following terms have the meanings set forth below, and will be shown in **Bold**.

“**Accountable Property**” means **Government** owned items with a purchase price of \$5,000 or more, or items that **Government** considers valuable or sensitive (e.g., cameras, chainsaws, laptop computers). This **Accountable Property** is generally tagged with a **Government** identification number.

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

“**Agency Administrator**” means the **Government** official responsible for the management of a geographic unit or functional area. **Agency Administrators** are the managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for **Incident** mitigation and management.

“**Agreement**” means the agreement awarded to a Proposer as a result of the Request for Proposal (RFP) for the Interagency Firefighting Crew Agreement (IFCA). The **Agreement** constitutes the entire agreement between the **Contractor** and **Administering Agency** as stated in Section 6.1 of the **Agreement**.

“**Assembly**” means a gathering of entire **Crew** to allow for inspection of **Crew Members’** identification, **Equipment** and/or vehicles.

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

“**Best Value Ranking**” means the numeric result of 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 **RFP** 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 government observed holidays.

“**Certifying Authority**” means **Contractor** or **Contractor’s** 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** must be in the format as specified by the **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) consensus between **Government** and **Contractor** has been reached on estimated time of arrival at the **Incident**; and, 3) the **Crew** is specifically identified on a **Resource Order** with a request number.

“**Consumable Goods**” means **Government**-owned or **Contractor**-owned items normally expected to be completely consumed or used at the **Incident** (e.g., batteries for headlamps or radios, meals ready to eat (MRE’s), and petroleum products such as plastic sheeting or plastic bags).

“**Contract Rate**” means the rate at which a **Crew** or Strike Team Leader is paid for Oregon and Washington (Region 6) **Incidents**. Rates are set forth in C 1.0 and identified on Attachment A as the “Hourly Rate”.

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

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

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

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

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

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

“**Crew Member Number**” means the unique number assigned by **Government** for a **Crew Member** employed by **Contractor**. The **Crew Member Number** is permanently assigned to the **Crew Member** for the **Agreement** and listed on the **Crew Member’s Incident Qualification Card (IQC)**.

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

“**Demobilization**” means release from an **Incident** by **Government**.

“**Demobilized for Cause**” means **Demobilization** of a **Crew** based on a human action (not dispatch location or **Equipment** noncompliance) including, and without limitation, unsafe practices, insubordination, drug or alcohol violations, discrimination, harassment, weapons violations, theft, violence, fighting, hostile work environment, or other conduct not specifically addressed that is unlawful or in violation of the **Agreement**.

“**Designated Dispatch Location**” or “**DDL**” means the physical location from which a **Crew** assembles and is dispatched as identified in D 1.0 of the **Agreement**.

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

“**Effective Date**” means the date that the **Agreement** will commence when fully executed by the parties with all required approvals.

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

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

“**Extension Term**” means additional one-year terms, after the initial term, that **Administering Agency** may offer to **Contractors**.

“**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: State of Oregon Department of Forestry (**ODF**), State of Washington Department of Natural Resources (**WDNR**), USDA Forest Service (**USFS**), National Park Service (**NPS**), USDI Bureau of Land Management (**BLM**), Bureau of Indian Affairs (**BIA**), United States Fish and Wildlife Service (**USF&WS**), Coos Forest Protective Association (**CFPA**), Douglas Forest Protective Association (**DFPA**), Walker Range Forest Protective Association (**WRFPA**), Oregon Fire Chiefs Association, Washington Association of Fire Chiefs, Oregon Office of State Fire Marshal, and Washington State Fire Marshal’s Office.

“**Government Representative**” means an employee of any of the agencies listed under the definition of **Government** that has a designation in writing or is designated by his or her official **Government** position.

“**Guarantee Rate**” means 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. See C 6.2.

“**Hand Crew Manifest**” means a roster prepared by **Contractor** listing each **Crew Member Contractor** will use on the **Incident** listed on a **Resource Order** for the **Crew**. The **Hand Crew Manifest** must be complete and in the format specified by **Administering Agency**.

“**Host Unit**” means the **Government** dispatch office responsible for hosting and ordering **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: control line construction, handline construction, 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 each **Operational Period**. The **IAP** may contain 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**.

“**Incident Qualification Card**” or “**IQC**” means a document as required in B 3.4 which certifies that a firefighter has met the qualifications required for any positions listed on the card.

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

“**MSPA**” means Migrant and Seasonal Agricultural Worker Protection Act.

“**Master Cooperative Wildland Fire Management and Stafford Act Response Agreement**” or “**Master Agreement**” 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 Interagency Coordination Center. The **NWCC** serves as the northwest area geographic coordination and facilitation point to provide logistical support and intelligence relative to anticipated and ongoing wildfire activity for all federal and cooperating state wildland fire suppression agencies.

“**ODF**” means Oregon Department of Forestry.

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

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

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

“**Ordered Stand By**” means time when a **Crew** is held by direction, or orders of the **Incident Management Team**, in a specific location, fully outfitted and ready for assignment. Time is considered **Ordered Stand By** only if approved, documented as such, and signed on the **Time Report** by the appropriate **Government** field supervisor. Time spent in a

mobilization or demobilization center, or other general area including the **Incident** base, where a **Crew** can rest, or, to a limited degree pursue activities of a personal nature, is not considered **Ordered Stand By**.

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

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

Oregon Dept. of Forestry
Protection Contract Services Unit
2600 State St, Salem, OR 97310
pcsu@oregon.gov

“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**.

“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 duties and the individual **Crew Member’s** ability to perform such tasks. The **PTB** is described in greater detail in the National Incident Management System publication Wildland Fire Qualification System Guide (PMS 310-1).

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

“Resource Order” means the form used by **Government** to obtain and document **Contractor’s Services** for an **Incident** assignment.

“Resources” means **Crew(s), Strike Team(s)** and Strike Team Leader(s) together with all supervision, **Equipment**, supplies and transportation required to perform the **Services** pursuant to the **Agreement**.

“Sawyer” means a **Crew Member** that operates a chainsaw to cut vegetation for fireline construction, mop-up, or clearing access routes and emergency escape routes or safety zones. A **Sawyer** for this **Agreement** must meet the requirements as outlined in B 2.7.

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

“Self Sufficient” means to supply one’s own needs without **Government** assistance.

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

“Severity Activity” means a condition during which a **Government** has concluded that a severe threat of wildland fire exists and **Government** has determined that it is necessary to pre-position **Resources** because of the imminent danger of fire.

“Severity/Preparedness Assignment” means the class of assignments that are related to pre-suppression and fire preparedness activities where **Severity Activity** exists. Duties performed in connection with **Severity/Preparedness Assignments** shall be limited to light duty with limited travel required for assignment activities. Appropriate severity/preparedness activities may include, but are not limited to, standby at a specified location, tool sharpening, limited patrol, or other activities that do not unduly interfere with fire readiness and a 10-minute mobilization response time.

“Single Point of Contact” or “SPC” for this **Agreement** means the **PCSU** Contract Officer.

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

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

“Subsistence” means food and drink for an **Incident** assignment, generally at specified intervals but also available as needed to accommodate **Incident** conditions. **Subsistence** may also include those items normally provided in fire camp, such as showers, restrooms, camping facilities, etc. (as outlined in C 5.0).

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

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

“Time Report” means a **Government** document used on an **Incident** to record a **Crew’s On-Shift** time on a daily basis. **Time Reports** may vary by **Government** and may include: Emergency Personnel Shift Ticket, #629-1-2-2-603 or Crew Time Report, SF-261.

“Trainee” means an individual who is preparing to qualify for a **Crew** position above the FFT2 level. All required prerequisite experience must be completed before initiation of a **PTB**, following which the **Trainee** is eligible for on-the-job training, task evaluation and position performance evaluation.

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

Exhibit B - Crew Composition, Position Qualification Requirements and Training

B 1.0 CREW COMPOSITION – Crew types covered by this **Agreement** shall be composed of the following numbers of personnel in each of the categories set forth below. A firefighter may be considered an experienced firefighter ONLY upon completion of at least one **Season** (which is inclusive of at least 15 **Operational Periods** on any type (1 through 5) **Incident**) or more as needed. **Crew** composition must be maintained during the **Term of the Agreement**.

B 1.1 Crew - Type 2 20-person – To meet **Crew** standards, each Type 2 20-person **Crew** shall consist of the following categories of firefighters:

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

Each **Crew** must have a minimum of three (3) **Crew Members** that are qualified **Sawyers** for chainsaw operation. Each **Sawyer** under this **Agreement** must meet the requirements as specified in B 2.7.

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

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

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

Each **Crew** must have a minimum of two (2) **Crew Members** that are qualified **Sawyers** for chainsaw operation. Each **Sawyer** under this **Agreement** must meet the requirements as specified in B 2.7.

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

B 1.3 Strike Team – To meet **Crew** standards, each **Strike Team** shall consist of two **Crew - Type 2 20-person** plus a **Strike Team Leader** (41 properly trained firefighters) which together comprise the following categories of firefighters:

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

Each **Strike Team** must have a minimum of six (6) **Crew Members** that are qualified **Sawyers** for chainsaw operation. Each **Sawyer** under this **Agreement** must meet the requirements as specified in B 2.7.

B 1.3.1 Government may order, or organize a **Strike Team** at an **Incident**, utilizing two (2) **Type 2 20-person Crews** from a single **Contractor** and awarded **DDLs**, provided **Contractor** has been approved for at least two (2) 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 for all **Crew Members**.

B 1.3.2 Under this **Agreement Contractor's** **Strike Team Leaders** may supervise only **Contractor's Resources** and may not supervise resources from another **Contractor**, or a **Government** agency. (Compensation for travel will be to and from the **Point of Hire** for each **Crew** and **Strike Team Leader**.)

B 1.4 The training and experience records of all firefighters promoting to supervisory positions, STCR, **CRWB**, and FFT1, must be inspected and approved by **ODF** prior to being issued an **Incident Qualification Card (IQC)** and being listed in the new position on the **Company Manifest**. **Contractor** shall not dispatch firefighters to an **Incident** in the new supervisory positions until proof of inspection by **ODF** has been completed and documented in the firefighter training and experience file.

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

B 1.6 **Contractor** shall ensure all **Crews** supplied under this **Agreement** meet all applicable requirements while providing **Services**.

B 1.7 **Government** reserves the right to reject or release any **Crew Member** who is not in full compliance with the specifications in this Exhibit. In addition, failure of any **Crew Member** to demonstrate an ability to perform the tasks listed in the **PTB** for that **Crew Member's** position shall be cause for immediate release of that **Crew Member** from an **Incident**. All required pre-requisite experience must be completed before the **PTB** may be issued. Only one **PTB** can be worked on at a time and must be completed before beginning pre-requisite experience for a new **PTB**, except for the Faller **PTB** which can be simultaneously completed with other **PTBs**. All **PTB's** must be completed as specified in the National Incident Management System (NIMS) Wildland Fire Qualification System Guide (PMS 310-1) (see <https://www.nwcg.gov/publications>).

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**. All **Crew Members** shall meet the minimum requirements of PMS 310-1 at the time of position qualification, in addition to the standards listed below.

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 and experience file.

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

B 2.1 Strike Team Leader Crew (STCR)

EXPERIENCE

Satisfactory performance as a **Crew Boss**, Single Resource (**CRWB**) on wildfire or prescribed fire **Incidents** that consisted of:

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

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

After the **CRWB** has completed this experience requirement, the individual may be considered for 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) separate training/evaluation assignments that each had one **Operational Period** requiring suppression action on active flame (**Hotline**).

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

B 2.2 Crew Boss, Single Resource (**CRWB**)

EXPERIENCE

Satisfactory performance as an Advanced Firefighter/Squad Boss (FFT1) that consisted of:

At least three (3) separate **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, the individual may be considered for a **Trainee** **CRWB**.

AND

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

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

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

B 2.3 Advanced Firefighter/Squad Boss (FFT1)

EXPERIENCE

Satisfactory performance as Firefighter (FFT2) that consisted of:

At least three (3) separate 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 for a **Trainee** FFT1.

AND

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

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

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

B 2.4 Firefighter (FFT2)

EXPERIENCE

None

B 2.5 Prior to being listed on **Contractor's Company Manifest**, and in addition to the requirements set forth above and in PMS 310-1, all individuals in the positions described in this Exhibit must attend an Annual Fireline Safety Refresher training course and successfully pass an annual Work Capacity Fitness Test (WCFT) at the arduous level (see B 3.2). Supervisory positions must complete LSA requirements as outlined in B 3.3.

- NOTE:
1. **PTB** may be initiated prior to attendance and successful completion of required training. However, **Trainees** cannot become fully qualified or certified for a position until all required training has been successfully completed. A **Trainee** must be qualified in the prerequisite position(s) before a **PTB** can be initiated.
 2. All required prerequisite experience must be completed before the firefighter can begin working on the task book for the next higher position.
 3. A firefighter may work on only one task book at a time.
 4. The coach or evaluator assigned by **Contractor** must, at a minimum, be certified in the position he or she is coaching or evaluating.

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

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

B 2.7 **Sawyers.**

B 2.7.1 **Crew Members** performing as **Sawyers** must be certified as Basic Faller (FAL3) in accordance with NWCG standards as specified in PMS 310-1.

B 2.7.2 Proof of successful completion of required courses and the certified FAL3 **PTB** must be kept in the **Crew Member's** training and experience file.

B 2.7.3 **Faller 3 certification does NOT qualify or certify the Sawyer as a Faller under this Agreement.** A **Sawyer** shall not perform as a hazardous tree faller while under this **Agreement**. Hazardous trees may include, but are not limited to: fire weakened trees, cat-faced trees, leaners, stove pipes (hollowed out), hang-ups, snags with missing/loose/compromised tops.

B 2.7.4 Recertification. FAL3 recertification standards must be met as outlined in PMS 310-1.

B 3.0 ADDITIONAL ANNUAL TRAINING AND QUALIFICATION REQUIREMENTS – All **Crew Members** must meet the following additional training and qualification requirements. Training must be provided by an instructor who has been certified or approved by a recognized national or local Firefighting Contractor Association (FCA) or Public Education Provider (PEP) (see Exhibit I), or government agency. The FCA or PEP must have a current Memorandum of Understanding with the **PNWCG**. Training must meet the course content, objectives and instructor standards listed in the Instructor Guide for each course in NWCG PMS 901-1 and PMS 907. **Contractor** represents and warrants that each firefighter has met the minimum training and experience requirements for the position or positions to which each **Crew Member** is assigned. **Contractor** shall ensure that evidence of compliance is placed in **Crew Member’s** training and experience file that must be maintained under the **Agreement**.

B 3.1 Annual Fireline Safety Refresher

B 3.1.1 **Contractor** shall ensure that all returning **Crew Members** complete the Annual Fireline Safety Refresher (RT-130) as outlined in PMS 901-1. This training must be on or after January 1 of the current calendar year and must be at least four (4) hours in length.

Note: Course materials described in this Section are available from the National Interagency Fire Center. PMS 901-1 and PMS 907 documents are available at <https://www.nwcg.gov/publications/training-courses>. All course materials may be ordered from NFES Publications Catalog Part 2 (NFES 3362), located at <https://www.nwcg.gov/publications>.

B 3.1.2 The **Crew Member’s** training and experience file shall contain a current calendar year course roster and training certificate which confirms the successful completion of the required RT-130. The documents must be signed and dated by the instructor.

B 3.2 Annual WCFT

B 3.2.1 **Contractor** shall ensure that all **Crew Members** have passed the WCFT at the arduous level of fitness based upon the “pack test”, as specified in “Work Capacity Test Administrator’s Guide” PMS 307/National Fire Equipment System (NFES) 1109. **Contractor** shall ensure the test administrator complies with all requirements specified in the “Work Capacity Test Administrator’s Guide”. (An electronic copy of the publication is available at: <https://www.nwcg.gov/publications>.)

B 3.2.2 **Contractor** shall provide a pack for each person taking the WCFT. All tests conducted must have a test administrator and sufficient monitors to adequately observe all participants during testing. The test administrator, monitors, or EMT may not take the test while performing required tasks and without the presence of qualified replacements.

B 3.2.3 WCFT dates must be on or after January 1 of the current calendar year to be accepted. All tests must be scheduled at specific dates, times, and locations.

Tests may be monitored or administered at the specified locations and times by an authorized representative designated by **Contractor**.

B 3.2.4 **Contractor** is responsible for any liability associated with the administration of the WCFT, including any and all costs.

B 3.2.5 **Contractor** shall ensure the **PCSU** receives prior written notification of any WCFT at least seven (7) calendar days prior to the administration of each WCFT to facilitate scheduling and monitoring by **Government**. **Government** may contact the test administrator for scheduling details and contact information.

All WCFT notifications must include the date and starting time, location, estimated number of people taking the pack test, and name and phone number of the administering official (the person who will actually be administering the pack test) (see Exhibit M). **It is the Contractor’s responsibility to ensure compliance with this specification.** Tests conducted without required notification to the **PCSU** may be considered noncompliant and firefighters taking part in such noncompliant tests may not receive credit for passing the WCFT.

B 3.2.6 If WCFT must be scheduled to meet emergency training needs, the **PCSU** may waive the seven (7) calendar day notification. **Contractor** shall identify reason for emergency and make such written requests for waiver by email (pcsu@oregon.gov) **no later than** 24 hours before the start date and time. The **PCSU** will notify **Contractor** whether the waiver is granted.

B 3.2.7 Within five (5) calendar days following administration of each WCFT, **Contractor** must provide the **PCSU** with a roster including the names and **Crew Member Numbers** or first three/last four digits of the individual's Social Security Number, **Contractor** affiliation of each person who took the test, whether this person passed or failed the test, and the name and license number of the EMT present during the test. The roster must be signed and dated by the test administrator.

B 3.2.8 **Contractor** shall provide, in each **Crew Member's** training and experience file, proof (roster and/or certificate signed and dated by administrator) that the **Crew Member** has met the WCFT requirement.

B 3.2.9 **Government** reserves the right to monitor the administration of pack tests for compliance with the NFES "Work Capacity Test Administrator's Guide." **Government** will not administer or assist with any tests, provide equipment or act as the required emergency medical technician. Upon arrival of **Government Representative**, the Test Administrator shall identify the emergency medical technician (or equivalent). The emergency medical technician must provide a current certification card or license issued by the appropriate Certifying Authority to **Government Representative**. If the test was not conducted as required, or has not started within fifteen (15) minutes after the scheduled time, **Government** reserves the right to consider the testing noncompliant. In that event, each **Contractor** with a **Crew Member** present for testing may receive a notice of the noncompliance. 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 3.2.10 In the event a WCFT must be cancelled, **Contractor** shall notify the **PCSU** in writing (by email) at least two (2) working days prior to the date and time of the scheduled test. If the situation prevents giving the adequate written notification for the scheduled test day, the **Contractor** shall email or telephone the **PCSU** immediately upon determining that the WCFT will be canceled. Failure to provide notification may result in administrative action.

B 3.3 LANGUAGE SKILLS ASSESSMENT (LSA)

B 3.3.1 Prompt and efficient communications between **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** must 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 the **Crew Members** they supervise. 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 must be in English.

B 3.3.1.1 **Government** may re-evaluate compliance with this specification, if needed. To ensure a uniform process is available to evaluate Strike Team Leader, **Crew Boss** and Squad Boss compliance with the requirements of this section, **Government** may conduct an LSA of a **Crew Member** if needed, and shall use Attachment 2 to Exhibit B of this **Agreement** to conduct the assessment.

B 3.3.1.2 In the event of an emergency situation, **Government** may provide a modified assessment to enable a Strike Team Leader, **Crew Boss** or Squad Boss, that has completed experience and training requirements for the supervisory position, to perform in the approved supervisor capacity after satisfactorily passing the modified assessment. The modified assessment will only be applicable through the current fire season in which it was administered. The firefighter's **IQC** will be labeled as "NL" (No LSA) after their supervisory position qualification. The firefighter will need to complete the full LSA through an approved provider, after the current fire season, before being approved by **ODF**.

An emergency situation will be determined by **ODF** in its sole discretion and may include situations where there is extreme fire activity, or a longer than normal fire season, and there is a shortage of **Crews**. The modified assessment would allow a **Contractor** to meet crew standards in the event that crews lose previously qualified supervisors due to unforeseen circumstances (for example, a long fire season and qualified supervisors returning to other jobs or attending school when school is back in session).

B 3.3.2 "Language Skills Assessment" of English language communication skills is a mandatory requirement for supervisory firefighter positions for this **Agreement**. All supervisory firefighters must successfully complete LSA. Assessment of **Contractor's Crew Members** for English language and communication skills must be conducted through a third-party provider approved by **Government** 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 (monolingual), or can communicate in English and the language of the individual's **Crew** (bilingual).

B 3.3.3 LSA is currently available from Clackamas Community College, Rogue Community College, Treasure Valley Community College, and Wenatchee Valley College. **Contractor** must schedule LSA through one of the providers that **Government** has approved for the LSA. Providers may be available to provide an assessment throughout the year, if request is made to the provider. The LSA is currently only available for monolingual English speaking, bilingual Spanish speaking, and possibly bilingual Russian speaking. **Government** reserves the right to offer additional providers and locations for the LSA to **Contractors** if they become available. Proof of successful assessment shall consist of a certificate for the **Crew Member**, or a roster on official letterhead issued by the third-party provider, to the **Contractor** for addition to the individual's **IQC** and **Crew Member** training and experience file. Successful LSA is valid as long as currency is maintained in a supervisory position.

B 3.3.4 Qualified individuals may take a copy of their certificate or roster issued by one of the approved third-party providers, stating "Pass", and indicating "LSA-E" (may supervise English speaking **Crews** only) or "LSA-E/S" (may supervise both English and Spanish speaking **Crews**) or "LSA-E/R" (may supervise both English and Russian speaking **Crews**), to **Contractor** to be included in the firefighters training and experience file. **Contractor** does not need to send a copy to the **PCSU** unless requested to do so. The issuer of **IQCs** shall incorporate one of the specified LSA designations on the **IQC** as indicated on Attachment 1 to Exhibit B. A copy of the LSA certificates must be placed into Section 2 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 LSA 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.

B 3.3.5 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** listed on **Company Manifests** for all subsequent submittals, including any annual extension, must be LSA certified before they can be utilized or represented in supervisor positions by **Contractor** (with the exception of meeting the criteria outlined in B 3.3.1.2).

B 3.4 Records

For all **Crew Members** who have been verified and approved in their current position, **Contractor** shall maintain copies of current LSA certificate or roster; most recent fire experience shown on the **Time Report** in current position; current year certificate of refresher training; and documentation that the **Crew Member** has met the WCFT requirement. These copies must be included in each **Crew Member's** training and experience file and available at **Government** request.

B 3.5 Annual Incident Qualification Card (IQC)

B 3.5.1 All **Crew Members** must have a valid **IQC** issued for the current calendar year and again upon any changes in employment or qualifications prior to being listed on the **Contractor's Hand Crew Manifest** or being dispatched to any **Incident**. All **IQC's** are to be certified by the **Contractor**. **IQCs** must identify the **Contractor** employing the **Crew Member**. Cards must be in the required format specified below.

B 3.5.1.1 Information on the card must be typewritten and include: company name; full legal name of the **Crew Member**; current digitally imprinted photograph of the **Crew Member**; experience indicator (see B 3.5.1.3); **Crew Member Number** (may have two numbers if shared **Resource** for multiple agreements); WCFT at arduous level; LSA for **STCR**, **CRWB** and **FFT1**; the 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 the **Crew Member** became qualified in the position(s) listed; and any special skills or other qualifications. The **Contractor** must sign (in ink or electronically) the identification card and provide the issue date. **Government** designated representatives will sign only supervisor positions (**STCR**, **CRWB**, **FFT1**) after inspection and approval of records. Those signatures verify 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 an **Authorized Company Representative**. **Government** approval will be provided during normal business hours by appointment.

B 3.5.1.2 Required information, size and format of the identification card. (See also Attachment 1 to Exhibit B.) **IQCs** must be 3.5" x 2". Cards not in the required format will not be accepted.

FRONT OF CARD

- Company name
- Full legal name of the **Crew Member**
- Current digitally imprinted photograph of the **Crew Member**
- Experience indicator
- **Crew Member Number** (see note below)
- WCFT level (Arduous)
- Language evaluation (LSA-E/S or LSA-E)
- **Crew Member** qualification and the date achieved (example: **CRWB** or FFT1, etc)

BACK OF CARD

- Additional skills (example: **Sawyer**, EMT)
- **Contractor's** signature and issue date
- **PCSU** signature and date (*for supervisory positions*)

NOTE: For **Crew Members** that have not previously been assigned a **Crew Member Number**, **Contractor** shall request the number from the **PCSU** prior to issuing an **IQC** or adding the **Crew Member** to the **Company Manifest**. **Contractor** must submit: Company name; **Crew Member's** full name; date of birth (DOB); **Crew Member's** highest position qualification (FFT2, FFT1, **CRWB**, or STCR); date of position certification.

B 3.5.1.3 Experience Indicator. To easily identify **Crew Members** that meet the experience requirement, each **IQC** must be marked with a colored identifier circle as follows: **YELLOW** to indicate a firefighter with less than one **Season**; **RED** to indicate a non-supervisory firefighter with one **Season** or more; and **BLUE** to indicate a firefighter certified as a FFT1, **CRWB** or STCR. The colored identifier must be a minimum of one quarter inch diameter in size.

B 3.6 **Crew Members** must carry a legal government (state or federal) issued photo identification document while **Under Hire**. The document must include the legal name and date of birth of the **Crew Member**. The identification must not be expired by more than 30 days. Documents which satisfy this requirement include a driver's license, passport, or government identification card. **A student identification card is not acceptable**. Both the **IQC** and the photo identification described in this Section must be available for inspection upon arrival at an **Incident** and upon request thereafter.

B 4.0 COMPANY MANIFESTS

B 4.1 **Contractor** shall submit its **Company Manifest** for the first year of the Initial **Term of the Agreement** by email to the **PCSU** no later than July 1. The **Company Manifest** must contain all successful current year trained and WCFT tested firefighters required to meet **Crew** standards for **Contractor's Crews**. **Contractor's** subsequent electronic **Company Manifests** must be emailed no later than July 1 of each calendar year to pcsu@oregon.gov. **Contractor** shall use the electronic **Company Manifest** form available for download at: <http://www.oregon.gov/ODF/Fire/Pages/Contract.aspx> (Tools & Forms). Form must not be altered. (See Exhibit O for instructions on completing the form.) **Company Manifests** may be submitted prior to July 1 of each calendar year once **Crews** have met **Crew** standards, and before accepting a dispatch. Faxed or hard copy **Company Manifests** will not be accepted. If a **Contractor** does not receive an email confirmation of an electronic submission, **Contractor** shall contact the **PCSU**. **Contractors** are required to maintain a valid email address that is regularly monitored for the duration of this **Agreement**.

B 4.2 The **Contractor** shall notify the **PCSU** 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. **Contractors** that want to make *changes only* (NOT a complete manifest), must submit those changes by email. Notification of a transfer is not considered "adding" or "deleting" a firefighter on a **Company Manifest**. A separate notification (using the **Company Manifest** form) is necessary for any addition, deletion, or other change.

B 4.3 Subject to any annual extension, **Contractor** must submit a complete electronic **Company Manifest** by email no later than July 1 of each calendar year to the **PCSU**. **Company Manifests** may be submitted prior to July 1 of each calendar year once **Crews** have met **Crew** standards, and before accepting a dispatch. During any annual extension, **Contractors** that want to make any *changes* must submit those changes within twenty-four (24) hours of such change.

B 4.4 Each complete **Company Manifest** submittal must contain all firefighters that **Contractor** intends to use under this **Agreement** to meet compliance with **Crew** standards. A firefighter may be listed on only one (1) **Contractor** manifest at any time.

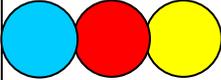
All basic training, annual refreshers, and annual WCFT testing must be completed, during the current calendar year, by the July 1 deadline to meet review for **Crew** standards.

The **PCSU** will review all **Company Manifests** to ensure compliance with **Crew** standards. **Contractor** will be notified of the result of the review.

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

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 must be on **Crew Member Incident Qualification Cards**.

JONES CONTRACTING, INC.	
QUALIFICATION CARD	
(Name) (Crew Member Number) WCFT-Arduous Language: (LSA-E/S)	
CRWB (Qualification date)	
	

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** (FFT1, **CRWB**, STCR)

BACK OF CARD

Sawyer	(Qualification date)
EMT/FIRST AID/CPR	(Expiration date)
(Contractor Signature)	(Issue date)
(PCSU Signature, if needed)	(Date)

Attachment 2 to Exhibit B - Communication Skills Evaluation Process

Purpose:

The purpose of this Exhibit is to provide direction to Incident Contract Project Inspector's (ICPI) and other **Government** personnel for the consistent evaluation of supervisory (and **Trainee** supervisors) **Crew Member's** communication skills, when necessary, when assigned to **Incidents**. Following these directions will provide a uniform evaluation of the ability of **Crew** supervisors and **Trainees** to read and communicate the **Incident Action Plan (IAP)**, Safety Alerts (SA), Incident Response Pocket Guide (IRPG), etc., along with their general English comprehension and communication skills relevant to other aspects of their job duties.

Scope:

PREVIOUSLY EVALUATED: LSA designation on an **IQC** means that the firefighter has been previously evaluated by an approved third-party Provider and does not need to be re-evaluated. However, **Government** reserves the right to re-evaluate a firefighter using the process below if there is a question as to compliance with the requirements of B 3.3.1.

These procedures do not change the practice of, or processes for, inspecting for other administrative or safety requirements during inspections of **Crews** participating in the IFCA.

Evaluation Procedures:

To ensure **Government's** evaluations are consistent and appropriate when inspecting for compliance with the elements of the specification in B 3.3, **Government** will use the approved "Communication Skills Evaluation Form" attached below.

- a. Complete the heading information on a new Communication Skills Evaluation Form and complete Section 1.

READING EVALUATION: Select an excerpt from one of the following: **IAP**, IRPG, SA or similar wildfire related document. The excerpt must be three to five sentences in length and contain common words that a **CRWB** 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, 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 **CRWB** 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 (for **CRWB** or Squad Boss): Direct **CRWB** (or Squad Boss) to give multiple commands in English to the Squad Bosses. Request that the Squad Bosses repeat directions in English.

Use multiple variations to prevent memorization of requested tasks.

Examples:

CRWB - Tell the **CRWB** to instruct Squad Boss number 1 to have **Crew Member** numbers 1 & 3, from the **Crews** they supervise, get a specific tool then stand in a specified location. Repeat with other **Crew Members**. Then repeat the process with other Squad Bosses and the **Crew Members** they supervise, but vary tasks.

Squad Boss(es) - Tell each Squad Boss to instruct **Crew Members** they supervise to get a specific tool then stand in a specified location. Repeat with other **Crew Members** they supervise, and the other Squad Bosses, but vary tasks.

CRWB EVALUATION FOR LANGUAGE USED BY CREW: Direct **CRWB** to give different multiple commands to each of the Squad Bosses in the language used by the **Crew Members** they supervise. Request that the Squad Bosses repeat directions in English before completing assigned commands.

Use multiple variations to prevent memorization of requested tasks.

Example: Tell **CRWB** to instruct Squad Boss number 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.

SQUAD BOSS EVALUATION FOR LANGUAGE USED BY CREW: Direct Squad Boss to give different multiple commands to the **Crew Members** they supervise in the language used by that squad. Request that the **Crew Members** repeat directions in English before completing assigned commands.

Use multiple variations to prevent memorization of requested tasks.

Example: Tell Squad Boss to instruct their squad member to get a specific tool then stand in a specified location. Repeat with other squad members, but vary tasks.

Sign the Communication Skills Evaluation Form upon completion of evaluations.

Make a copy of the Communication Skills Evaluation Form and distribute as follows:

- a. Original will be placed in the inspector's file;
- b. A copy will be provided to the **CRWB/Contractor**;
- c. Email a copy to the **PCSU** (pcsu@oregon.gov) and include a copy of the **Hand Crew Manifest**.

Communication Skills Evaluation Form

COMPANY NAME _____ DATE _____

AGREEMENT NUMBER _____

PARTICIPANT'S NAME _____

IDENTIFICATION NUMBER _____ POSITION _____

Number of Crew Members not proficient in the English language: _____

Language(s) that the above Crew Member(s) are proficient in: _____

SECTION 1

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 ____ IRPG ____ SA ____ OTHER specify _____

COMMUNICATION SKILLS EVALUATION

Direct **Crew Boss**/Squad Boss to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English.

Was the person able to understand and follow instructions? YES ____ NO ____

Explain _____

EVALUATION FOR LANGUAGE USED BY CREW

Direct **Crew Boss**/Squad Boss(es) to give different multiple commands in the language used by the **Crew Members**. Request that the Squad Bosses/**Crew Members** 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** and **Severity/Preparedness Assignments**, **Contractor** will be compensated at the **Contract Rate** contained in Attachment A for each hour worked by a **Crew Member** when a **Crew** is (a) **Under Hire** and (b) **On-Shift**.

C 1.2 Except as set forth below, the compensation rates described in C 1.1 shall include compensation for all labor, materials, **Equipment**, **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**. **Government** will not provide compensation for any costs associated with **Equipment** support, including tool sharpening or **Equipment** maintenance (except as described in C 6.4); shift briefings (except as described in C 6.1); STCR Trainee; invoice reconciliation; laundry service; check-out time; or any other **Off-Shift** activities related to **Crew** readiness beyond the guarantees specified. *These costs are considered incidental and are to be incorporated into the crew hourly rate.* Payment 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 Lunch breaks are non-compensable while on **Severity/Preparedness Assignments**.

C 2.2 If a **Crew** on a **Severity/Preparedness Assignment** is allowed to return to its **DDL** during **Off-Shift** time, the **Government** will not provide **Subsistence** for the **Crew**. When the **Crew** is not allowed to return to its **DDL** during **Off-Shift** time the **Government** will provide **Subsistence** under C 5.0.

C 3.0 COMPENSATION FOR MEAL PERIODS

C 3.1 **Crew Members** on the fireline may be compensated for their meal period only 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 **Time Report**.

Note: In those situations where the **Crew** cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the **Time Report**. Proper documentation includes a written statement, such as "Paid Meal Break." If not documented, no meal period will be paid and a meal break (if not shown) will be deducted from the total time submitted.

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

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

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

C 4.2 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 4.3 Travel time for under strength **Crews** or replacement of **Crew Members** will be paid as follows:

C 4.3.1 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 6.2.1, the **Point of Hire** will be the **Incident** and no travel time to the **Incident** 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 return travel time for all **Crew Members** to return to the **DDL**.

C 4.3.2 At time of dispatch, if **Government** approves, and accepts, a **Crew** consisting of less than 20 persons (for a **Type 2 20-person Crew**) and the approval is documented on the **Resource Order**, travel time for the **Crew Members** will be paid by **Government**.

C 4.3.3 If an under strength **Crew** is reassigned by **Government** to another **Incident**, **Government** will pay travel time for the **Crew Members** from **Incident** to **Incident**, and return to **DDL** if demobilized back to the **Crew's DDL** at the end of the assignment.

C 4.3.4 While assigned to an **Incident**, if a **Crew** is reduced to less than 20 **Crew Members**, or **Contractor** replaces **Crew Member(s)** for any reason, **Government** will not pay travel time associated with the replacement of that **Crew Member**.

C 4.4 Check-in time is considered compensable.

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

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

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

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

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

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

C 5.1 **Contractor** shall ensure each **Crew Member** has adequate food and water during travel and until end of the first shift worked, at no expense to **Government**. A **Contractor** may be required to ensure each **Crew Member** arrives with two lunches, including drink, as specified on the **Resource Order** at time of ordering depending upon the availability of **Subsistence** at the **Incident** after the first shift.

C 5.2 If available, **Government** shall provide **Subsistence** after the first shift worked if the **Crew** is not released to their **DDL** and is required to stay in the fire camp. If the **Crew** is allowed or directed to return to its **DDL** during **Off-Shift** time, **Government** will not provide **Subsistence**.

C.5.3 If a **Crew** is ordered to be **Self-Sufficient** for an assignment, as documented on the **Resource Order**, **Government** will not provide **Subsistence**. However, **Contractor** will be compensated in accordance with C 5.5.

C 5.4 **Contractor** shall furnish **Subsistence** for **Crew Members** in excess of the required **Crew** composition listed in B 1.0.

C 5.5 For **Crew** ordered travel time exceeding Work/Rest standards (see D 7.0) or complying with driving limitations as specified, or where no fire camp is available and **Government** determines that commuting is uneconomical, **Government** will either furnish **Subsistence**, direct the **Crew** to a designated facility, or provide an additional payment to **Contractor** as follows:

C 5.5.1 Per Diem for Lodging. When the **Government** cannot provide campsite and commuting is not feasible, **Government** will pay per diem rate published by the U.S. General Services Administration web site (www.gsa.gov), based on double occupancy at a hotel/motel or other commercial facility.

C 5.5.2 Per Diem for Meals and incidental expenses-M&IE. When the **Government** cannot provide food and drink after the first shift worked **Government** will pay applicable per diem rate published by the U.S. General Services Administration web site (www.gsa.gov).

C 5.5.3 **Subsistence** During Travel - Remain Overnight (RON). **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 5.5.1 and C 5.5.2.

C 5.5.4 The maximum allowance to be paid is based on the number of **Crew Members** shown on the **Time Report**, not to exceed twenty persons. In the case of a **Strike Team**, the number will not exceed forty-one (41) persons.

C 5.6 **Contractor** shall request payment for **Subsistence** under this section using an invoice provided by the **Contractor** which shall be submitted to the **Incident Host Unit**. **Any lodging listed on the Contractor's invoice for compensation must be accompanied by receipts.**

C 5.7 **Government** will not provide **Subsistence** for any **Crew** day **Under Hire** of less than 8 hours.

C 5.8 **On-Shift** time does not include travel between lodging locations and the **Incident** Command Post unless directed by **Government**.

C 5.9 During **Demobilization** and associated travel, **Government** may provide food and drink to **Crew Members** without charging **Contractor**.

C 5.9.1 **Government** will not furnish lodging unless **Government** directs **Crews** to a designated facility. When directed by **Government** to a commercial facility, compensation will be in accordance with C 5.5.1. **Government** approval shall be documented for the specific **Crew** on the **Resource Order** and include the name of the **Government Representative** authorizing the lodging. If **Contractor** chooses to not utilize the approved lodging, **Government** will not provide compensation for the lodging.

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

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

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

$(8 \text{ hours}) \times (\text{number of } \mathbf{Crew \ Members}) \times (\text{Hourly Rate specified in C 1.1 or C 1.2 as appropriate})$

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

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

C 6.3 **CALL-BACK** - **Government** shall compensate **Contractor** for one (1) hour call-back time if **Crew** availability has been **Confirmed** by **Contractor** and is then canceled by **Government** before the **Crew** leaves the **Point of Hire**. Payment will 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 travel time (but no less than one (1) hour).

C 6.4 **VEHICLE CLEANING FOR NOXIOUS WEED CONTROL** – When directed by a **Government Representative** at an **Incident**, the **Contractor** shall clean their vehicle(s) to remove noxious weed seeds. Time spent by the **Crew Member** performing this task is considered **On-Shift** time. (Not all **Crew Members** will be considered **On-Shift** if the task is not required while the **Crew** is in travel status.) The **Government** will normally provide cleaning facilities. If the **Government** requires use of commercial facilities, the **Government** will reimburse the **Contractor** for actual costs based on the written receipts.

C 7.0 ADMINISTRATION AND RECORD KEEPING MATTERS

C 7.1 **Contractor's Crew** shall submit a complete and accurate **Time Report** on a daily basis, 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 **Time Report** must be in the same order as listed on the **Hand Crew Manifest**. Failure to submit accurate **Time Reports** on a timely basis each day 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 **Time Report**. At no time will **Contractor** list more than 20 persons on any **Time Report**.

C 7.3 **Contractor** shall obtain the signature of the designated **Government Representative** at the **Incident** on the **Time Report** on a daily basis. Complete, legible, accurate, signed **Time Reports** must be provided to the **Incident** Finance Section on a daily basis to facilitate timely payment from **Government**.

C 7.4 If a **Crew Member** is required to leave the **Incident** due to sickness, injury or termination; or, if a **Crew Member** leaves an **Incident** to assist with the sick, injured or terminated **Crew Member**, compensation to the **Contractor** for those **Crew Members** will terminate when the **Crew Members** leave the fireline. The **Time Report** must list the accurate time for those **Crew Members** and list the reason for leaving.

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

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

C 8.2 Payment of invoices will be made in accordance with terms contained in the respective Exhibits referenced below. 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, any federal, state, local or tribal jurisdictions.

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

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

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

C 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 Representatives** identified and will last for the duration of this **Agreement** unless **Contractor** provides proper notification to **Government** to stop the assignment. **Contractor** shall attach a copy of the Award Summary Sheet or other **Government**-specific documentation to all invoices. If approved, the Notice of Assignment will be transmitted to the following entities for processing and payment of future payments due to the **Contractor**.

OREGON JURISDICTION **INCIDENTS**. Oregon assignment of claims contact: Oregon Department of Forestry, Accounts Payable Coordinator, 2600 State Street, Salem, OR 97310. Telephone contact number: (503) 945-7245.

WASHINGTON JURISDICTION INCIDENTS. Washington assignment of claims contact: Washington Department of Natural Resources, Office of Finance Budget and Economics, ATTN: Accounts Payables Supervisor, PO Box 47041, Olympia, WA 98504-7041. Telephone contact number: (360) 902-1250.

FEDERAL JURISDICTION INCIDENTS. If **Contractor** elects to assign future payments to a bank or financial institution, **Contractor** must have the bank or financial institution complete the Notice of Assignment (see Exhibit J Schedule 1). The Notice of Assignment must be filed in TRIPLICATE ORIGINAL with the Contracting Officer for EACH federal agency the **Contractor** works for during the effective period of this **Agreement**. The assignment(s) will last for the effective period of this **Agreement** unless **Contractor** gives proper notification to stop the assignment(s). When electronic funds transfer is utilized, the **Contractor** must make sure that the bank or financial institution and the surety (if applicable) are aware of the information that must be provided to the disbursing/payment offices. USDA Forest Service, Attn. Kevin Toombs, Fire and Aviation Contracting Team, Redmond Air Center, 1740 SE Ochoco Way, Redmond, OR 97756. Telephone contact number: (541) 419-7039.

C 9.3 The assignment will 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, Length of Assignment and Demobilization of Contracted Crews

D 1.0 DESIGNATED DISPATCH LOCATION - The **Contractor** shall use the **Designated Dispatch Location (DDL)** for **Assembly of Contractor's Crews** for dispatch prior to departing for each **Incident**, and to allow for any **Government** inspection of the **Contractor Resources**.

Failure to meet **Assembly** requirements for a dispatch or an inspection at the approved **DDL** may result in administrative action, up to and including termination of the **Agreement** by **Administering Agency**. The following provisions will apply to all **DDL's**.

D 1.1 If **Contractor** has multiple **Crews** that will be dispatched from the same city or town, all of those **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 **Single Point of Contact (SPC)** 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 Unit** as the original **DDL** and be equal or better than the original **DDL**.

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

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

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

NOTE: If a **DDL** is used by more than one **Contractor**, each **Contractor** must meet size requirements independently.

D 1.3.2 Each **DDL** must be available for the **Assembly** and inspection of **Contractor Resources** 24 hours per day.

D 1.3.3 **DDL** must have adequate and functional lighting to be used for **Crew Assembly** and inspections.

D 1.3.4 **Contractor** shall submit proof of property ownership.

D 1.3.5 If **Contractor** does not own the property on which the **DDL** is located, **Contractor** shall provide written approval and authorization from the owner of the property to access and use the property for all of the purposes set forth in this **Agreement**.

D 1.3.6 **Contractor** shall provide a county plat map showing the property for the **DDL**.

D 1.3.7 **Contractor** and each **DDL** must comply with the regulations of the appropriate government entity, including its land-use requirements, for the purpose of dispatching firefighting **Crews**. **Contractor** shall provide proof of compliance, if requested by the **Administering Agency**.

D 1.4 If a **DDL** becomes unavailable or fails to meet all specifications of this **Agreement** at any time during the **Term of the Agreement**, **Crews** assigned to the **DDL** shall be statused as **Unavailable** by **Contractor** and shall not be dispatched to any **Incident**. The **Administering Agency** will review the circumstances of the unavailability or noncompliance. Determination of a noncompliance may result in an administrative action. **CONTRACTOR MUST NOTIFY THE PCSU IMMEDIATELY IF A DDL BECOMES UNAVAILABLE FOR ANY REASON FOR THE DISPATCH OF CREWS.**

D 2.0 CONTRACTOR DISPATCH INFORMATION

D 2.1 Attachment A (Agreement Award Summary) contains essential information for a **Contractor** including **DDL** information, and current contact information for dispatch purposes.

D 2.1.1 **Contractor** shall provide written notice of any changes to the contact information to the **SPC** within 48 hours of the change.

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 **Crew**.

D 3.2 To assist with the dispatching of **Crews**, **Government** utilizes an internet portal, called IROC(Incident Resource Ordering Capability). **Contractor** shall be responsible for setting up a Vendor account upon award of the **Contractor's Agreement**. The link for IROC can be found at: <https://famit.nwccg.gov/applications/IROC>.

D 3.2.1 This address will be used to access account set up through NAP. Select the "Vendor User Accounts" under IROC User Guides section. This address will also provide assistance with navigating and using IROC.

D 3.3 For the entire **Term of the Agreement**, **Contractor** is responsible for monitoring and maintaining an accurate status for **Contractor's Crews** in IROC in accordance with the requirements set forth in D 3.4.

D 3.3.1 If **Contractor** cannot access IROC or if IROC is unavailable, **Contractor** may only then report the status of **Contracted Crews** to the **Host Unit** dispatch. In such event, the **Host Unit** dispatch will update the status of **Contractor's Contracted Crew(s)** in IROC.

D 3.3.2 The scope of the IFCA addresses the availability of the **Agreement Resources** to accept assignments in Oregon and Washington. It is up to the individual **Contractor** 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. **Contractor** must set their Availability Area status accordingly:

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** (Northwest Interagency Coordination Center) can see your resource's status.

D 3.4 **Only available crews that meet the crew composition requirements (per B 1.0) will be statused as Available in IROC. Crew Members** and all required **Equipment** for the **Crew** must be available and able to meet the **Assembly** requirements in D 1.0 at the applicable **DDL** within two (2) hours after the **Crew** has been **Confirmed**, or has been requested by **Government** to assemble for an inspection. A **Crew** must be statused as *Unavailable* in IROC if it does not meet all of the conditions described above, or as indicated below:

D 3.4.1 **Contractor** shall not status a **Crew** as *Available* in IROC 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* in IROC if Work/Rest requirements need to be met.

D 3.4.3 Upon returning to the **DDL** following an assignment, **Contractor** must meet Work/Rest and **Length of Assignment** requirements, as specified in D 7.0 and D 8.0 prior to statusing **Crews** as *Available* in IROC.

D 3.4.4 If **Contractor** is statused as *Available* in IROC and turns down an assignment (other than an Out of Region assignment), the **Contractor** shall immediately status the **Crew** as *Unavailable* in IROC for a period of 48 hours, unless otherwise agreed by the **Administering Agency**, and may be subject to administrative action. **Contractor** shall contact the **PCSU** in writing with the reason for turning down an assignment or inspection request.

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, in writing, concerns regarding dispatch compliance to the **SPC**. Documentation must include specific details of the issue, e.g. date, **Crew** number, **Host Unit**, **Incident** dispatched to, etc. Concerns regarding IROC shall be directed to the IROC Help Desk.

D 4.0 THE DISPATCH AND ASSEMBLY PROCESS

D 4.1 **Government** shall initiate all requests for **Services** under this **Agreement** (see Attachment 1 to Exhibit D). Decisions regarding the type of **Crews** and location of **Crews** to dispatch under this **Agreement** require a maximum degree of

flexibility and therefore, as set forth in Section 1.5 of the **Agreement**, final decisions regarding dispatch will be made solely at the discretion of the **Government** with the goal of effectively and efficiently deploying available resources for an 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 on an **Incident**. Any deviation or error in procedure shall be documented by the **Government** dispatch center and will not be deemed a violation of any term or condition of this **Agreement**. **Government** documentation shall be immediately sent by email to pcsu@oregon.gov.

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

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

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

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

D 4.5 If **Contractor** accepts a **Confirmed Resource Order** and then later rejects the assignment, that **Crew** may be suspended indefinitely. In the event of emergency, **Contractor** must submit evidence regarding the facts of the emergency and the **Administering Agency** will make a decision regarding suspension after adequate documentation is provided.

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

D 4.7 No less than 30 minutes prior to the **Crew's** departure from its **DDL**, **Contractor** must provide: (a) a **complete, accurate and legible Hand Crew Manifest** to the dispatching office, and (b) a **complete, accurate and legible Hand Crew Manifest** and **Resource Order** to the **PCSU** by email. If there are circumstances that prevent **Contractor** from meeting the 30 minute submission, **Contractor** shall notify the **PCSU** with the reason. **The Hand Crew Manifest must show an accurate time of departure from Crew's DDL.**

Whenever there is a change of information on the **Hand Crew Manifest**, including an **Incident** reassignment, a new **Hand Crew Manifest** listing the changes must be submitted to the **PCSU** and presented to the appropriate **Incident** representative (Finance Section, and **ICPI** if applicable).

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

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

D 4.9 **Government** reserves the right to monitor or inspect any **Contract Resources**, and the **Assembly** process, to determine **Contractor's** compliance with any **Agreement** requirements including personnel, **DDL**, **Equipment**, and

documents. **Contractor** noncompliance will be subject to all remedies deemed appropriate by **Government** or the **Administering Agency**.

D 4.10 INCIDENT CONTRACT PROJECT INSPECTOR AND CREW REPRESENTATIVE

D 4.10.1 Incident Contract Project Inspector (ICPI). When **Crews** are dispatched, **Government** may assign an ICPI to assist with **Contractor** inspections and administration of the **Agreement**.

D 4.10.2 **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 as a **Crew Member** on the **Hand Crew Manifest** form. **Contractor** is responsible for all costs, transportation and **Subsistence** associated with the **Crew Representative**. **Government** will not furnish **Subsistence** or other guarantees to the **Crew Representative**.

D 5.0 TRAVEL WHILE UNDER HIRE

D 5.1 Provisions contained in this Section apply at all times when **Crew Members** are driving a vehicle used in the provision of **Services** and while **Under Hire** including without limitation, travel during mobilization and **Demobilization**, when actively engaged in wildland fire activities, or during initial attack fire response (includes time required to control the fire and travel to a rest location). **Contractor** shall ensure that **Crews** comply with the following driving time limits when traveling to and from an **Incident** by motor vehicle:

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

D 5.1.2 No person will drive for more than ten (10) hours (excluding rest stops and stops for meals) in any duty day (CFR Title 29 500.105 and CFR Title 49 398.6);

D 5.1.3 Each driver must be given at least eight (8) consecutive hours of rest within a duty day before driving (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 ten (10) hours as stated in D 5.1.2; and

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

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

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

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

D 5.2.2 Reducing the length of the duty day;

D 5.2.3 Expanded rest requirements; or

D 5.2.4 Alternative travel methods.

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

D 6.0 ACTIONS UPON REPORTING TO THE INCIDENT REPORTING LOCATION

D 6.1 **Contractor's Crew** must arrive at the **Incident** reporting site by the ETA date and time listed on the **Resource Order**. 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 appropriate 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 by the time agreed with a full strength **Crew** and all required **Equipment**, supplies, and documents. If **Contractor** fails to arrive by the time agreed, or provide the required **Crew**, **Equipment**, supplies or documents, **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, loss of compensation for travel time and termination of the **Agreement** by **Administering Agency**.

D 6.2.1 If a **Type 2 20-person Crew** arrives with less than 20 **Crew Members**, but no less than 18, the **Crew** may be temporarily accepted by the **Government** provided that (a) **Crew** has the full required supervision (1 **CRWB**, 3 **FFT1**, 3 qualified sawyers, and 40% of crew members with more than one documented season of experience), and (b) **Contractor** agrees to bring the **Crew** up to the full personnel complement within 24 hours of the arrival at the **Incident** reporting site or by a different deadline specifically agreed upon in writing by the **Government**. **Crew composition must be maintained for the duration of the assignment.**

D 6.2.2 **Government** reserves the right to order, or accept, 20-person **Crews** consisting of less than 20 persons, but no less than 18, as specified at time of dispatch and as documented on the **Resource Order**. **Contractor** shall maintain agreed upon **Crew** strength until the **Crew** is released from the **Incident** by **Government**. At no time will a **Contractor** send a **Crew** without the required composition (1 **CRWB**, 3 **FFT1**, 3 qualified sawyers, and 40% of crew members with more than one documented season of experience).

D 6.2.2.1 If **Government** orders or accepts an under strength **Crew** at the time of dispatch, travel time will be compensable for those **Crew Members**.

D 6.2.3 If at any time while assigned to an **Incident**, **Crew** strength is reduced to less than 20 **Crew Members** (or the number that was agreed upon 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 not brought back to the agreed upon number within the time allowed or is reduced below 18, **Government** reserves the right to demobilize the **Crew** and may take additional steps as **Government** deems to be appropriate for the noncompliance.

D 6.3 **Contractor** must arrive with a copy of the entire **Agreement**. **Contractor** must deliver copies of the following documents to the appropriate **Government Representatives** upon check-in at the **Incident** reporting site.

D 6.3.1 **Resource Order** Form.

D 6.3.2 **Agreement** Award Summary Sheet.

D 6.3.3 **Hand Crew Manifest**. When a change in the **Hand Crew Manifest** information occurs, **Contractor** shall also provide copies of the new **Hand Crew Manifest** to the **Incident** Finance Section, ICPI and the **PCSU**.

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 also provide copies of a new **Equipment Manifest** to the appropriate **Government Representative** and ICPI when a change in **Equipment** occurs. **Contractor** may use Exhibit R as an **Equipment Manifest**, and attach additional pages, if needed.

D 6.4 If **Contractor** fails to meet the requirements in D 6.1 through D 6.3 upon reporting to the **Incident**, **Government** may take any of the following actions:

D 6.4.1 Withhold pay for travel time from the **Point of Hire** to the **Incident**, and/or return to the **Point of Hire**;

D 6.4.2 Allow the **Crew** up to 24 hours to remedy the deficiencies; or

D 6.4.3 Reject the noncomplying **Crew**.

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

D 6.5.1 Demobilize the **Crew** from the **Incident** and no travel time will be paid; or

D 6.5.2 Elect to hire the **Crew** and, if available, loan necessary **Equipment** to bring the **Crew** into compliance (see F 5.0), in which event no travel time will be paid from the **Point of Hire** to the **Incident**.

D 6.6 OTHER DUTIES AS ASSIGNED. **Government** may assign **Crews** 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**. Work must not include hazardous tree falling (B 2.7). 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), **Government** will resume the 2:1 Work/Rest ratio as quickly as possible.

D 7.4 The **Incident Commander**, the **Agency Administrator**, or designee must justify work shifts that exceed 16 hours and those that do not meet 2:1 Work/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 time while at the **Incident**. The **Incident Commander**, **Agency Administrator**, or designee is authorized to determine the need for Rest for all **Crews** provided under this **Agreement**.

D 7.6 **Contractor** shall provide adequate rest time for all **Crews** while under **Contractor** control, and shall monitor the rest 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, adequate rest time during an **Incident**.

D 8.0 LENGTH OF ASSIGNMENT

D 8.1 Generally, **Crew** assignments are limited to 14 days or less, exclusive of travel from and to **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**, the **Crew** will return to its **DDL** for two mandatory days off. The days off must occur immediately following the return arrival at **DDL** and be no less than 48 consecutive hours in length. **Contractor** shall not replace **Crew Members** to avoid **Demobilization** of a **Crew** for **Length of Assignment** requirements.

D 8.1.1 **Government** may not reassign that **Crew** and **Contractor** may not report that **Crew's** status as **Available** in IROC 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 8.1.2 **Contractor Resources** are not entitled to paid days off upon release from the **Incident**. However, when **Contractor Resources** are directed to their **DDL** for days off while still **Under Hire**, **Government** may pay the **Guarantee Rate**. If **Contractor Resources** are allowed or directed to take mandatory days off at a **Government** camp or an assigned facility and **Contractor Resources** choose not to use the facility, the **Guarantee Rate** may not apply.

D 8.1.3 **Contractor** shall monitor and provide adequate Rest time for all **Crews** and **Crew Members** returning from an assignment of less than 14 days.

D 8.2 Assignment Extension. **Government** may retain a **Crew Under Hire** after the fourteenth (14th) day of an assignment. Prior to extending **Resources** after the initial 14-day assignment, **Contractor** and **Government** must consider health, readiness, and **Crew** capabilities; and must endeavor not to unduly compromise the health and safety of **Incident** resources. Assignments may be extended when life and property are imminently threatened, suppression objectives are close to being met, or replacement resources are unavailable or have not yet arrived. Upon completion of the standard 14-day assignment, an extension of up to an additional 14 days may be allowed (for a total of up to a maximum of 30 days, inclusive of mandatory days off, and exclusive of travel). Regardless of extension duration, two mandatory days off will be provided prior to the 22nd day of the assignment. If the **Crew** is required to remain in camp, compensation while the **Crew** is on mandatory days off prior to the 22nd day of the assignment and while the **Crew** remains **Under Hire** will be the **Guarantee Rate** (see Exhibit A for definition). Assignments may be extended only upon documented and signed agreement by **Government** and **Contractor**. Upon **Demobilization**, regardless of extension duration, the **Crew** must return to its **DDL** for two mandatory days off.

D 8.3 **Contractor Resources** are not entitled to paid days off upon release from the **Incident** or at their **DDL**. **Government** may not reassign that **Crew** and **Contractor** may not report that **Crew's** status as **Available** in IROC during the mandatory forty-eight (48) hour rest period after the **Crew's** return to its **DDL**. **Government** may assign the **Crew** to a new **Incident** following the mandatory rest period.

D 9.0 DEMOBILIZATION OF A CREW

D 9.1 **Government** may demobilize a **Crew** from an **Incident** for the following reasons:

D 9.1.1 The **Services** at the **Incident** are no longer required.

D 9.1.2 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 9.1.3 The **Crew** or a **Crew Member** has engaged in conduct within the definition of **Demobilization for Cause**.

D 9.1.4 For such other reason as determined by **Government**.

D 9.2 Prior to **Contractor's** departure from an **Incident**, **Government** should:

D 9.2.1 Prepare a written performance evaluation of **Crew** performance on the **Incident** using the Crew Performance Rating form (ICS 224); and

D 9.2.2 Hold a close out briefing with the **Crew Boss** to go over the evaluation and discuss any other **Crew** performance matters.

D 9.3 **Government Representative** shall provide **Contractor** a copy of all evaluations at the **Incident**. **Contractor** shall forward a copy of all **Incident** performance evaluations to the **SPC** upon the **Crew's** return to their **DDL**.

D 9.4 If **Government Representative** does not provide a written performance evaluation for a **Crew**, **Contractor** shall request the evaluation from the **Government Representative** at the **Incident** before the **Crew** departs from the **Incident**. If **Government Representative** does not provide **Contractor** with the evaluation, **Contractor** may notify the **SPC**.

D 9.5 If a **Contractor's Crew** is demobilized for conduct within the definition of **Demobilized for Cause**, or while **Under Hire** has engaged in conduct including, without limitation, any violation as referenced in Sections 10.5 through 10.9 of the **Agreement**, the **Crew** and **Crew Boss** may be suspended pending completion of an investigation by **Government**. **Contractor** shall ensure the **Crew** is not statused as **Available** in IROC and shall not accept a dispatch request for any suspended **Crew** or **Crew Boss**. **Contractor** shall not dispatch or otherwise deploy to any **Incident**, in any capacity, a **Crew Boss** while the **Crew Boss** is subject to suspension under this Section. In addition, **Contractor** shall not dispatch or otherwise deploy to any **Incident**, in any capacity, any **Crew Member** of a **Crew** who participated in or contributed to the conduct or conditions referenced in Sections 10.5 through 10.9 of the **Agreement** while that **Crew** is subject to suspension under this Section. If **Contractor** accepts a dispatch request for a suspended **Crew**, **Crew Boss**, or a member of a suspended **Crew** who participated in or contributed to the conduct or conditions that resulted in that **Crew's Demobilization for Cause** or **Agreement** violation, the **Administering Agency** may terminate the **Contractor's Agreement(s)**.

D 10.0 OUT OF REGION DISPATCH. Special provisions applicable to dispatch to, and **Demobilization** from, **Incidents** outside the states of Oregon and Washington (Northwest Geographic Area).

D 10.1 ASSIGNMENTS AND MOBILIZATION PROCEDURES

D 10.1.1 The most current version of the Northwest Mobilization Guide (NWMG) will be used as a general guide when mobilizing and dispatching **Crews** under this **Agreement**.

D 10.1.2 When **Resource Orders** for **Crews** are received at **NWCC**, the requests will be placed with the **Host Units** with the highest ranked *Available Crew(s)* (Regional Best Value).

D 10.1.2.1 On **Incidents** where fire conditions warrant an immediate deployment of firefighting forces, a **Host Unit** with *Available Crews* that can provide a quicker response time to the **Incident** may be used to fill an order over a **Host Unit** that has a higher ranked *Available Crew*.

When Regional Best Value dispatching is suspended by **PNWCG** in order to better manage draw-down in the Northwest Geographic Area, and **Resource Orders** for **Crews** are 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 10.1.3 When accepting an assignment, **Contractor** shall ensure all **Agreement** requirements are met, and shall ensure that any additional requirements are met in respect to the state in which they will be performing **Services**.

D 10.1.4 **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** will 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.10.1.5 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** must bring the appropriate number of radios, **Crew Members** are allowed two items of baggage (one personal gear soft bag with carrying straps and one set of web gear). Total weight limit per **Crew Member** is 65 lbs. (45 lbs for personal **Equipment** and 20 lbs. for web gear or briefcase). No suitcases or packs with metal or external frames allowed. All gear and personal items must be stored inside the bag and not attached outside. **Crew** shall not come with hand tools, chain saws or hazardous materials, unless specifically requested.

D 10.2 COMPENSATION FOR ADDITIONAL TRANSPORTATION. **Crews** will generally be ordered with **Contractor** transportation. **Government** may order a **Crew** without **Contractor** transportation. When a **Crew** is ordered without **Contractor** transportation and **Government** determines that transportation is needed for the **Crew** after the **Crew** arrives at the **Incident**, **Government** shall either:

D 10.2.1 Provide appropriate **Crew** transportation, if available, at **Government** expense; or

D 10.2.2 Request the **Contractor** to bring **Crew** transportation to the **Incident** from **Contractor's DDL**. When this option is used, **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 10.3 Work/Rest policies set forth in D 7.0 apply to out of region assignments.

ATTACHMENT 1 TO EXHIBIT D
ADDITIONAL DISPATCHING PROCESS

1. All **Contractor 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 Ranking**.
2. All **Crews** will be assigned to a **Host Unit**. **Government** may make adjustments to the number and location of **Host Units** at any time during the **Term of the Agreement** based on operational and budgetary needs.
3. The most current version of The Northwest Mobilization Guide (NWMG) (<http://gacc.nifc.gov/nwcc/admin/publications.aspx>) will be used as a general guide when mobilizing and dispatching **Crews**.
4. Dispatches will be based on **Best Value Ranking** within the **Host Unit** and neighboring **Host Units** with the **Available Crews** that can best meet the needed date and 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 Oregon or Washington state **Incidents** may be placed with Salem or Olympia dispatch centers. The parent centers will place and/or 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. The dispatching office will add documentation in the "Special Needs" window when initiating the request.
7. 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**.
 - a. 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**.

Attachment 2 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				AGREEMENT NUMBER IFCA08125			DESIGNATED DISPATCH LOCATION Eugene			
CONTRACTOR REPRESENTATIVE Owner Robbie Lung				CONTACT PHONE: 503-123-4567			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	CREW MEMBER NUMBER	INCIDENT POSITION	SAWYER	EMT	EXPERIENCE AND LSA (Blue-Red-Yellow)		
1. Mindy Beckett			X	051025	CRWB			B LSA-E/S		
2. Stephen 'Bull' McCaffrey		X		052125	FFT1			B LSA-E		
3. Jennifer Vaitkus			X	062055	CRWB(T)			B LSA-E/S		
4. Pedro Gomez Gonzalez		X		052205	FFT2			B LSA-E/S		
5. Esteban Juarez Gomez		X		063500	FFT2	X		R		
6. Tim Yamaha		X		053415	FFT2			R		
7. Arnie Roberts		X		063002	FFT2			R		
8. Donald Ringale		X		064210	FFT2	X		R		
9. Vasily Gorbachev		X		073285	FFT2			R		
10. Suzanne Bell			X	073543	FFT2			R		
11. Ronald Bartel		X		053345	FFT1			B LSA-E/S		
12. Dee Noyd			X	074325	FFT2			R – transfer		
13. Luis Cortez		X		083005	FFT2			Y		
14. Jesus Gomez Rodriguez		X		083014	FFT2	X		R		
15. Jose Ruez Torres		X		074533	FFT2			Y		
16. Jamie Pedro Juarez		X		083123	FFT2			Y		
17. Ray Santos Ramirez		X		083222	FFT2			Y		
18. Danyl Boon		X		074531	FFT2			Y		
19. Ruge Grafh		X		074532	FFT1(T)			R LSA-E		
20. Brian McCaffrey		X		053167	FFT1			B LSA-E/S		
DRIVER AND VEHICLE INFORMATION										
Driver Name		License Number/State		MSPA Exp. Date		Vehicle Make/Model		Vehicle License No.		
Mindy Beckett		ODL1234567		11/17		Ford F150		RGH 250		
Jennifer Vaitkus		CA1234567		11/17		Ford E350 Ext		LDX 322		
Pedro Gomez Gonzalez		ODL1234568		11/18		Ford E350 Ext		FIRE 10		
Vasily Gorbachev		ODL1234569		02/18		Ford E350 Ext		123 RED		
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE (PRINT)							DATE 07-15-17			

Exhibit E - Record Keeping Requirements

E 1.0 ESTABLISHMENT AND MAINTENANCE OF PERSONNEL TRAINING AND EXPERIENCE RECORDS

E 1.1 The **Contractor** shall maintain a file system that contains paper documents of the training records, certifications (**PTB** 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, **Time Report**, etc.) for all persons who are identified on the **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** shall maintain all such records in such a manner that they will be available within five (5) **Calendar** days, or as mutually agreed between **Government** and **Contractor**, for inspection at any time during the **Term of the Agreement**.

E 1.3 Records must be maintained as described in this Exhibit so that easy verification or inspection by the **Administering Agency** can be accomplished when required. Records not in this format at the time of records inspections may be considered noncompliant. Records shall be inspected as specified in specification 1.4, and Exhibit B 1.4.

E 1.4 The file system described in this Exhibit must be maintained at a location accessible to the Administering Agency and within the states of Oregon, Washington, Idaho or Northern California.

E 1.5 File systems maintained in 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. Full Name of **Crew Member**
2. Current **Government** Issued ID - Two (2) pieces (copies) – one with photo (**IQC** does not qualify for this)
3. **Crew Member Number**
4. Date of Birth

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

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

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

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

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

E 2.5 **Section 5 - PTBs, and Incident** Experience Records that include all wildfire and prescribed fire assignments documents, including training and position evaluation.

E 2.6 **Contractor** shall maintain the individual files for **Crew Members** in a position-progressive format. 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. **Crew Member** cannot move from FFT2 to **CRWB** or from **FFT1** to **STCR** in a single year. See Attachment 1 of this Exhibit.

E 3.0 POSITION TASK BOOK ADMINISTRATION - PTBs are an important component of the Wildland and Prescribed Fire Qualification System Guide Subsystem. The **PTBs** are necessary to qualify **Crew Members** to meet the experience and training specifications required by this **Agreement**. The procedures address the Incident Command System (ICS) positions that are required under the **Agreement**. Currently these positions include Advanced Firefighter/Squad Boss (FFT1), **Crew Boss**, Single Resource (**CRWB**), and Strike Team Leader - **Crew** (STCR). This Section 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** as 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 for reference to **Position Task Book Administration**.

- a. Publications, ICS Forms and **PTBs** are available through NWCG, Publications Management system at <https://www.nwcg.gov/>

Step 2: Contractor ensures that each **Crew Member** completes all required training for the 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 or prescribed burn.

E 3.2 INCIDENT PROCEDURES. **Contractor** may use **Government Incidents**, for which a **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** must carry their **PTB** while working on a training assignment.

E 3.2.2 Government Incident Training Specialists will not be involved in the **PTB** administration for **Contractors** except to answer technical questions. **Government** personnel will not provide, administer or sign **PTB's** for **Contractor** employees.

E 3.2.3 For **FFT1 Trainee** and **CRWB Trainee** positions, only three training positions will be permitted for each 20-person **Crew** on each **Incident** assignment (*not more than one (1) CRWB-T, or one (1) non-compensable STCR-T for Strike Teams*). 10-person **Crews** are limited to one **Trainee** position. **Trainee** status must be clearly and accurately identified on the initial **Hand Crew Manifest** that is submitted to the **PCSU** prior to the **Crew's** departure from its **DDL** and to **Government** upon arrival at the **Incident**. If all three training positions were not utilized when the initial **Hand Crew Manifest** was submitted, the **Contractor** may add **Crew Member(s)** to a training position at any point during the assignment to utilize the three positions. **Contractor** may substitute up to three **Trainee** firefighters ONLY after the initial 14 days on an **Incident** have been completed and the **Crew** receives a **Government** approved extension for the **Incident**. The substitution(s) must occur by the 16th day of the assignment. **Trainee** status must be clearly identified 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. Failure to comply with **Trainee** requirements may result in an administrative action under this **Agreement**.

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 for FFT1, **CRWB**, and STCR positions shall be accomplished through the following procedures:

Step 1: Contractor shall identify any **Trainee** in a training assignment to the **IMT** upon the **Crew's** initial check-in and whenever a change in a **Trainee** occurs (as allowed above) and on the **Hand 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. All training assignments must be included in the **PTB**. If the **Trainee** does not have the opportunity to demonstrate all of the tasks, additional training assignments will be necessary.

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

Step 4: **Contractor's** evaluator will obtain a completed **Incident** Crew Performance Rating (ICS 224) from the **Government** Operations Supervisor (STCR, TFLD or DIVS) that covers the assignment in which the **Trainee** was trained/evaluated. (The Crew Performance Rating must include a rating for "Hotline Construction" to be accepted as a valid training assignment when it is being utilized as documentation for the **Hotline** experience requirement.) A legible and accurate copy of a **Time Report** may also be used as documentation to show **Hotline** if "Hotline" is written in the Notes section of the **Time Report**. "Hotline" must be specifically initialed or signed by the appropriate **Government** Operations Supervisor.

Step 5: The final performance evaluation for an FFT1, **CRWB** or STCR **Trainee** shall be as specified in PMS 310-1.

E 3.3 Post Incident Procedures:

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

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

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

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

Step 4: **Contractor** shall place a copy of the completed **PTB** in the **Crew Member's** training and experience 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** shall 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 **PCSU** of the change within twenty-four (24) hours of the change by email.

E 4.2 When a **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**, and shall also provide written notice to the **PCSU** within 24 hours. The Prior **Contractor** shall thereafter deliver true and correct copies of all of the records of the **Crew Member** to the **Crew Member** or hiring **Contractor** in accordance with ORS 652.750. This includes all records that are used, or have been used, to determine the **Crew Member's** qualifications. The records must include any language evaluation certification, **Time Reports**, **PTB's**, performance evaluations, training experience, fitness and qualification records, and all inspection check lists or forms.

E 4.3 Prior **Contractor** shall retain a copy of all provided **Crew Member** records for the period of time set forth in ORS 652.750.

E 4.4 The hiring **Contractor** shall not list the new **Crew Member** on the **Company Manifest**, nor dispatch the new **Crew Member**, until the **Contractor** has: (1) notified the **PCSU** of the transfer; (2) received and verified all required training, experience and fitness records and qualification records; and (3) issued a new **IQC** to the **Crew Member**.

The **Crew Member** may then be added to the **Company Manifest** by sending the manifest change to the **PCSU** as an “addition”. A transferred firefighter must be identified on the **Company Manifest** as a transferred **Crew Member**.

E 4.5 For new **Crew Members** that received training and certification from a NWCG member government agency, a valid **IQC**, or similar official government agency document (i.e., a government copy of the Incident Qualification and Certification system (IQCS or IQS) Master Record), issued for positions listed within this **Agreement** 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 **Crew Members** who possess an **IQC** issued by any of the NWCG member government agencies, **Contractor** shall obtain either (1) a letter signed by an appropriate **Government Representative** on official letterhead from the issuing agency that states the certification record was validly issued, (2) or, copies of the individual’s training and experience records validating the certification record. **Crew Member’s** position qualification must meet currency requirements as outlined in PMS 310-1 and B 2.6 of this **Agreement**. Documentation must remain as part of the **Crew Member’s** training and experience file.

Attachment 1 to Exhibit E

Files for each fully qualified firefighter position may include the documents listed below that show a firefighter's experience and qualifications. A firefighter who is not fully qualified will have only those items in the list that pertain to their level of certification. The documents must be arranged in the order listed. The record listed first in this section must be on the top and the record listed last in this section must be on the bottom.

STCR File

1. **PTB** for Strike Team Leader Crew (STCR), PMS 311-10.
All pages must be included. May be the original or a copy. Must be completed properly prior to qualifying.
2. Legible copies of Crew Performance Ratings (ICS 224) prepared and signed by **Crew's Government** fireline supervisor from each of the **Incidents** listed in the STCR **PTB** Evaluation Record pages.
3. Legible and accurate copies of all **Crew Time Reports** from each of the **Incidents** listed in the STCR **PTB** Evaluation Record pages.
4. Legible copies of Crew Performance Ratings (ICS 224) prepared and signed by **Crew's Government** fireline supervisor from each of the **Incidents** at which the firefighter performed as a **Crew Boss**, Single Resource (**CRWB**). Crew Performance Ratings must show **Hotline**, when applicable, for verification of **Hotline** experience.
5. Legible and accurate copies of all **Crew Time Reports**, indicating **Hotline** when applicable, from each of the **Incidents** at which the firefighter performed as a **Crew Boss**, Single Resource (**CRWB**). **Time Reports** must be signed by the **Crew Boss** and the **Crew's Government** fireline supervisor.

*STCR file must also contain the documents listed in numbers 6 through 15 below.

CRWB File

6. **PTB** for **Crew Boss**, Single Resource (**CRWB**), PMS 311-13.
All pages must be included. May be the original or a copy. Must be completed properly prior to qualifying.
7. Legible copies of Crew Performance Ratings (ICS 224) prepared and signed by **Crew's Government** fireline supervisor from each of the **Incidents** listed in the **CRWB PTB** Evaluation Record pages.
8. Legible and accurate copies of all **Crew Time Reports** from each of the **Incidents** listed in the **CRWB PTB** Evaluation Record pages.
9. Legible copies of Crew Performance Ratings (ICS 224) prepared and signed by **Crew's Government** fireline supervisor from each of the **Incidents** at which the firefighter performed as a Squad Boss (FFT1). Crew Performance Ratings must show **Hotline**, when applicable, for verification of **Hotline** experience.
10. Legible and accurate copies of all **Crew Time Reports**, indicating **Hotline** when applicable, from each of the **Incidents** at which the firefighter performed as a Advanced Firefighter/Squad Boss (FFT1). **Time Reports** must be signed by the **Crew Boss** and the **Crew's Government** fireline supervisor.

***CRWB** file must also contain the documents listed in numbers 11 through 15 below.

FFT1 File

11. **PTB** for Advanced Firefighter/Squad Boss (FFT1)/Incident Commander Type 5 (ICT5), PMS 311-14. All pages must be included. May be the original or a copy. Must be completed properly prior to qualifying.
12. Legible copies of Crew Performance Ratings (ICS 224) prepared and signed by **Crew's Government** fireline supervisor from each of the **Incidents** listed in the FFT1/ICT5 **PTB** Evaluation Record pages.
13. Legible and accurate copies of all **Crew Time Reports** from each of the **Incidents** listed in the FFT1/ICT5 **PTB** Evaluation Record pages.

14. Legible copies of Crew Performance Ratings (ICS 224) prepared and signed by **Crew's Government** fireline supervisor from each of the **Incidents** at which the firefighter performed as a firefighter (FFT2).
15. Legible and accurate copies of all **Crew Time Reports** for each of the Crew Performance Ratings included above. Crew Performance Ratings must show **Hotline**, when applicable, for verification of **Hotline** experience.

FFT2 File

16. 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 **PTB**.

Exhibit F - Equipment

F 1.0 GENERAL PROVISIONS RELATING TO EQUIPMENT

F 1.1 **Contractor** shall provide and maintain in good condition and working order, all of the **Equipment** necessary or desirable in order to provide the **Services** required by this **Agreement**. **Contractor** is 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** must therefore be provided at **Contractor's** sole cost and expense.

F 1.3 **Contractor** shall prepare an **Equipment Manifest** (using the applicable areas of Exhibit Q of the **Agreement**) 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 must be surrendered by **Contractor** during check-in or **Demobilization**, 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 1.5 **Contractor** shall ensure **Crew** arrives on an **Incident** with, and maintains in good condition and working order, all required **Equipment** throughout the **Length of Assignment**. Noncompliance may result in rejection or **Demobilization of Crew** and **Government** may take such steps as it deems appropriate under the circumstances, including, without limitation, administrative action in accordance with Exhibit H.

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

F 2.1 Vehicles used in conjunction with this **Agreement** must be those originally presented with the **Proposal** for this **Agreement**. Any vehicle exchanges must be equal or better than originally offered vehicles and the change must be noted and submitted on a Vehicle Manifest for approval by the **PCSU** prior to use.

F 2.2 **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 fireline. **Contractor** shall ensure that seat belts in operable condition are available and used by every passenger in any vehicle while in motion.

F 2.3 **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 2.4 **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 as allowed by **Government**, 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 2.5 **Contractor** shall be responsible for maintaining **Contractor's** vehicles in good condition and working order at all times.

F 2.6 All vehicles used under this **Agreement** by **Contractor** must be registered to the **Contractor**. All vehicles, including rental vehicles, used by **Contractor** to transport **Crew Members** must be registered with US DOL to meet **MSPA** requirements. **Contractor's** Farm Labor Contractor Certificate of Registration must include all registered vehicles being used and the authorization to transport **Crew Members** must appear on the Certificate. If the **Contractor** directs or requests **Crew Members** to carpool, the registration requirement is still applicable. Commercial rental vehicles that are not identified and registered under **MSPA** for a **Contractor** are noncompliant and are not to be utilized to transport **Crew Members**.

F 2.7 Any driver who transports workers for a fee or at the direction of the **Contractor** must meet **MSPA** requirements and have a current US DOL Farm Labor Contractor Certificate of Registration or a Farm Labor Contractor Employee Certificate of Registration and possess a current, valid state issued driver's license. Drivers must comply with DOT Work/Rest requirements.

F 2.8 All vehicles must be covered by vehicle insurance in accordance with any applicable state or federal requirements.

F 2.9 Any vehicle under the ownership or control of the **Contractor** must comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with DOT Regulations referenced at 29 CFR 500.105.

F 2.10 In addition to the requirements set forth above, vehicles used by Strike Team Leaders must meet the following additional requirements:

F 2.10.1 The vehicle must be a 4-wheel drive pickup capable of providing transportation to and from the fireline, and in sound mechanical condition.

F 2.10.2 The vehicle must have a useable, full-size, securely mounted spare tire, jack and lug wrench.

F 2.10.3 The vehicle must be equipped with 1 fire extinguisher (4BC or better, securely mounted), a minimum of 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 2.11 **Contractor** is responsible for providing all fuel, oil, and maintenance.

F 2.12 **Contractor** vehicles must have clearly visible external identification. The identification must be located on front driver side and passenger side doors. At a minimum, the identification must include the **Contractor's** business name as it appears on the **Agreement**.

F 2.13 Vehicles used on an **Incident** must be shown on the **Hand Crew Manifest**. Vehicles must be used for **Crew** transportation only and not available for hire for any other purpose. **Crew** vehicles provided by **Contractor** for **Crew** transportation may not provide any other service other than for the safe transport of the **Contractor's Crews** while **Under Hire**. If **Contractor** or any **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 noncompliant and will be subject to administrative action.

F 3.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

F 3.1 **Contractor** shall ensure all **Crew Members** arrive at the **Incident** with the proper Personal Protective Equipment as prescribed, and be fully prepared to perform under the terms of this **Agreement**. Contractor shall be responsible for ensuring the PPE is operable and maintained in good repair, and a sanitary and reliable condition throughout the duration of any assignment. Defective or damaged PPE must not be used.

Equipment and clothing for each **Crew Member** must include:

F 3.1.1 **Boots**. Must meet OAR 437-007-1320. Each **Crew Member** must wear foot protection that provides adequate traction and support for the foot and ankle. Boots must be fire and melt resistant; heavy duty leather lace-up type; and a minimum of 8" high top with lug type sole in good condition (steel toed boots are not acceptable). In addition, **Crew Members** operating chain saws must wear footwear that is made of, or covered with, cut resistant material.

F 3.1.2 **Head Protection (Hard Hat/Helmet)**. Each **Crew Member** must wear head protection, with chinstrap, in accordance with OAR 437-007-0305(1) and (2) and must meet NFPA 1977 standards.

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

F 3.1.4 **Eye Protection**. One pair per person. Eye protection must meet the minimum requirements of ANSI standard Z87, latest edition.

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

F 3.1.6 **Water Container(s)**. A minimum of two (2) liters of water per person required, four (4) liters per person recommended. The container(s) must be full of water upon arrival to **Incident**.

F 3.1.7 Fire Shelter. **Contractor** shall provide each **Crew Member** with a New Generation Fire Shelter that is compliant with Missoula Technology and Development center standards.

F 3.1.8 Personal Protective Clothing (Shirt and Pants). A minimum of two full sets of fire resistant shirt and pants for each **Crew Member**. For routine fireline duties, fire resistant clothing must be certified to NFPA 1977 standards to:

- (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** with all PPE and wearing the Personal Protective Clothing and Boots listed in F 3.1.1 and F 3.1.8. **Contractor** shall ensure that the Personal Protective Clothing is maintained in good repair, sanitary and cleaned at sufficient intervals, throughout the duration of any assignment.

F 3.3 Laundry Services. 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 **Crew Members** and for all costs associated with those services.

F 3.3.1 **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** considered **Government** established laundry service.

F 3.3 If PPE in excess of the items described in F 3.1 and F 4.0 is appropriate or necessary at an **Incident**, **Contractor** shall provide such PPE to all **Crew Members** requiring such items.

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

F 4.1 **Sawyers, Chainsaws and Equipment**. Three (3) chainsaw kits are required for each 20-person **Crew**. Each kit must consist of a chainsaw (minimum 24 inch Bar and 3.60 cubic inch size motor), chaps, extra chain, chainsaw wrench, and appropriate size round and flat sharpening files. A falling axe and falling wedges are required for bucking downed trees. **Contractor** shall also provide hearing protection and chainsaw chaps to **Sawyers** and assure that they are worn during saw operations. The chaps must meet US Forest Service Specification 6170-4F or later, or meet the requirements of NFPA 1977. The chaps must be in good condition and must cover the full length of the thigh to 2 inches below the top of the boot on each leg to protect the legs from injury due to inadvertent and accidental contact with a moving power chainsaw.

F 4.2 **Contractor** shall ensure that each **Crew** arrives with the type and number of tools and **Equipment** specified in Table 1 of this Section. **Contractor** shall ensure that the tools are operable, in good condition, and meet the following minimum standards. **Government** may allow 24 hours for **Contractor** to mitigate **Equipment** noncompliance or replacement.

TABLE 1

HAND TOOLS			TOOL COMBINATION REQUIRED	
			10-PERSON CREW	20-PERSON CREW
Combi/ Rheinhart/ Hazel Hoe or McLeod	3 lb. Head	36" Handle	04	08
Pulaski	Head weight shall not be less than 3 lbs. 11 oz. nor more than 4 lbs. 2 oz.	36" Handle	05	10
Shovel	Size 0 or 1, Round Point	Long Handled	04	08
Chainsaw (For line construction only)	With Fuel & Oil and Kit	Minimum 24" bar	02	03

10-Person Belt First Aid Kit	ANSI # Z308.1 Current Standards		01	02
Fire Extinguishers	For each chainsaw – 8 oz. minimum capacity by weight For each Vehicle – UL rating of at least 4. BC			

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

F 4.3.1 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 USFS approved radio contract are acceptable as well as approved equal radios approved by the National Interagency Fire Center (NIFC), Communications Division at (208) 387-5560. **Government** reserves the right to reject any **Equipment** it deems is not compatible or approved as listed on the NIFC website.

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 4.4 Medical. **Contractor** is financially responsible for **Crew Member** medical expenses and medical coverage. **Contractor** shall provide the **CRWB** with an adequate supply of appropriate insurance forms and insurance ID cards. These documents must accompany **Crew Member(s)** when medically treated by a care facility.

F 4.4.1 **Contractor** shall comply with all **OSHA** requirements pertaining to numbers of **Crew Members** trained in first aid. Basic first aid supplies must be maintained, available, and under the charge of a person trained to administer first aid. Each kit must meet the ANSI Z308.1 minimum standards.

F 4.4.2 **Contractor** shall ensure the safety and welfare of **Crew Members** and shall provide first aid for **Contractor's Crew Members**, when necessary. If **Government** qualified first aid providers are available, **Government** may assist **Crew Members** with first aid if the needs arise due to work on the **Incident**. In life threatening situations, if **Government** has qualified medical assistance providers available, the qualified medical personnel will provide first aid and medical assistance to an injured **Crew Member**. **Government** may provide first aid at no cost to **Contractor**, but any costs associated with further medical treatment will be the responsibility of the **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.

F 4.4.2.1 If **Government**, or a qualified **Government** contracted medical provider, determines that an injury is life threatening and requires air medivac, the associated costs will be paid by **Government**.

F 4.4.3 **Contractor** shall immediately report any accident or injury that occurs while **Under Hire** to the **Incident** Safety Officer or designated person.

F 5.0 GOVERNMENT SUPPLY OF PPE, ACCOUNTABLE AND DURABLE PROPERTY, AND CONSUMABLE GOODS

F 5.1 To ensure continued safe, efficient operations at an **Incident**, **Government** may loan, at Government's discretion, **PPE** or **Durable Property** to **Contractor** for use at the **Incident**, if necessary. **Contractor** shall maintain all loaned **PPE** or **Durable Property** in good condition during use and shall return all such property loaned by **Government** before departing from the **Incident**, or less time as directed by **Government**. The returned items must be the same items loaned to the **Contractor**. However, **Government** may, at their discretion, choose to accept equal or better returned items for full credit. If **Contractor** fails to return the loaned items as required, the replacement cost of the items will be deducted from payment to **Contractor**, and the **Contractor** may be subject to administrative action by the **Administering Agency**. **Government** is prohibited from exchanging or replacing **PPE, 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**. After first shift worked and while **Under Hire**, **Government** may at **Government's** discretion, provide the following incidental **Consumable Goods** at no cost, if available: one-liter size plastic container or equivalent, plastic sheeting, replacement radio batteries and/or replacement headlamp batteries.

EXHIBIT G - SCHEDULE OF INSURANCE

G 1 GENERAL REQUIREMENTS

During the **Term of the Agreement** 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 or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and are acceptable to the **Administering Agency**. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. 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 \$2,000,000.

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 (with separate limits for Commercial General Liability and Automobile Liability). 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 require and ensure that each of its subcontractors complies with these requirements. If **Contractor** is an employer subject to any other state's Workers' Compensation law, **Contractor** shall provide Workers' Compensation coverage for its employees as required by applicable Workers' Compensation laws, and **Contractor** shall require and ensure that each of its out-of-state 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 Forest Protective Association; the State of Washington; the Washington Department of Natural Resources; the United States Department of Agriculture Forest Service (USFS); the National Park Service (NPS); the United States Department of the Interior Bureau of Land Management (BLM); the Bureau of Indian Affairs (BIA); the United States Fish and Wildlife Service (USF&WS); Oregon Fire Chiefs Association; Washington Association of Fire Chiefs; Oregon Office of State Fire Marshal; Washington State Fire Marshal's Office; and their officers, divisions, agents, employees and members.

G 6 "TAIL" COVERAGE

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

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

G 7 NOTICE OF CANCELLATION OR CHANGE

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

G 8 CERTIFICATE(S) OF INSURANCE

Prior to performing under this Agreement, **Contractor** shall provide, as evidence of the insurance coverage required by this **Agreement**, Certificate(s) of Insurance for all required insurance to the **Administering Agency**. **Contractor** shall provide evidence of continued coverage prior to expiration dates on the Certificate(s) of Insurance. **Contractor's** failure to present the required documents may 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) (see Exhibit S for applicable language).

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** compliance and performance, and (b) the investigation of complaints or reports 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 ASSESSMENT OF EVALUATION, COMPLAINT OR REPORT

H 2.1 If the **PCSU** (1) has reason to believe a **Contractor** has failed to comply or perform under the **Agreement**; or (2) receives a documented complaint or report regarding (a) the performance or compliance of the **Contractor** or **Contractor Crew**, or (b) the conduct or actions of **Contractor**, **Contractor Crew**, or **Crew Member**, the **PCSU** shall make a preliminary assessment of the seriousness of the 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 **PCSU** has reason to believe a **Contractor** has failed to comply or perform under the terms and conditions of the **Agreement**, the **PCSU** may take such steps as it deems appropriate under the circumstances, including, without limitation, administrative action; or,

H 2.1.2 If the preliminary assessment of a complaint or report 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 issues raised; or,

H 2.1.3 If the preliminary assessment of a complaint or report results in a determination that the performance, noncompliance, conduct, or actions 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 recommend to the **Administering Agency** that the **Contractor** or **Contractor Crew** be permitted to continue to provide **Services** pending further investigation and resolution of the 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 2.1.2 and H 2.1.3 above. If the **Administering Agency** determines that the **Contractor** or **Contractor Crew** should be suspended, the **PCSU** shall notify the **Contractor** by issuing a **Suspend Order**. If the **Administering Agency** determines that the **Contractor** or **Contractor Crew** should not be suspended, the **Contractor** or **Contractor Crew** may be permitted to continue to provide **Services** pending further investigation and resolution of the issues raised.

H 2.3 If the **PCSU** receives documented information that a **Crew** has been demobilized from an **Incident** for an action within the definition of **Demobilized for Cause**, the status of that **Crew** shall be as stated in D 9.5. Additional administrative action may be taken pending further investigation.

H 3.0 INVESTIGATION OF A COMPLAINT OR REPORT

H 3.1 The **PCSU** will conduct an investigation to determine the facts relating to the performance, noncompliance, conduct, or actions of a **Contractor** or **Contractor Crew**, or **Crew Member** complaint or report.

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

H 3.3 At any time during an investigation, **Contractor** may contact the **SPC** or designee to present any relevant facts and information regarding **Contractor**, **Crew**, or **Crew Member** performance, noncompliance, conduct or action.

H 3.4 If the **Contractor** or **Crew** has been suspended, the **PCSU** will make a good faith effort to conclude its investigation within a reasonable amount of time.

H 4.0 ACTION FOLLOWING AN INVESTIGATION

H 4.1 Upon completion of the **PCSU** investigation, the **PCSU** shall prepare findings. Appropriate actions may include issuance of a non-administrative action, including a Notice to Correct or Attention Letter; or an administrative action,

including (a) Letter of Concern, (b) Suspension, (c) Termination of the **Contractor** or the specific **Crew**; or such other remedy as permitted by applicable law, equity, or the terms and conditions of the **Agreement**.

H 4.2 **Contractor** is encouraged to contact the **SPC**, or designee, immediately after receiving a Suspend Order to schedule a meeting to discuss the issues in the notice, **Contractor** mitigation actions for the issues, and actions that might be taken by **Contractor** to prevent future issues.

H 4.3 The **Administering Agency** will determine if and when a suspension will end and the conditions, if any, under which **Contractor** or **Crew** will be allowed to return to **Available** status for dispatch.

H 4.4 Any final order taken by the **PCSU** or **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 **Contractors** and that this training meets or exceeds National Wildfire Coordinating Group (NWCG) standards, the **PNWCG** has entered into Memorandums of Understanding (MOU's) with representatives of two groups of training providers. The groups are private Firefighting Contractor Associations (FCA) and Public Education Providers (PEP). Below is the link to associations and institutions that have valid MOU's with **PNWCG**:

https://drive.google.com/file/d/169PzHuq_RG5WsBzk5XTIWYimNKE-cex0/view

Exhibit J - Special Compensation Issues and Payment Centers

SCHEDULE 1 - FEDERAL JURISDICTION INCIDENTS

I. COMPENSATION

Government shall pay **Contractor** for the **Services** performed by **Contractor**, in accordance with the scheduled **Contractor** Rates stated in Attachment A of 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 appropriate **Time Report**. The **Time Report** must include all **Crew Members** in manifest order; actual hours worked; signature of the **Crew Boss**. The appropriate **Government** official (i.e., line supervisor) will sign the **Time Report**. **Time Reports** will be submitted to the Finance Section on a daily basis.
- C. Finance Section will post time to an Equipment Use Invoice, Optional Form 286 (OF-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's Time Reports** and properly signed OF-286 Equipment Use Invoices. The Electronic Funds Transfer Payment Method must be used. On long duration **Incidents**, partial payments may be made as provided by the referenced payment clauses (Payments, 52.232-1).
- G. Payment will be processed by the appropriate agency listed on the following pages.

III. COMPENSATION ISSUES AND CLAIMS

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

USDA FOREST SERVICE

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

BUREAU OF LAND MANAGEMENT NATIONAL OPERATIONS CENTERS

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

US FISH AND WILDLIFE SERVICE

911 NE 11TH Ave
Portland OR 97232-4181
(503) 231-6174

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) 865-2255

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

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

Siletz Agency
P O Box 569
Siletz OR 97380
(541) 444-2679

Umatilla Agency
P O Box 520
Pendleton OR 97801
(503) 276-3786

Warm Springs Agency
P O Box 1239
Warm Springs OR 97761
(503) 553-1161

Olympic Peninsula
P O Box 48
Aberdeen WA 98520
(206) 533-9100

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

NATIONAL PARKS SERVICE OFFICE

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

Ebey's Landing Natl Historical Reserve (EBLA)
PO Box 774
Coupeville WA 98239-0774
(360) 678-6084

Craters of the Moon Natl Monument (CRMO)
Highway 27
PO Box 29
Arco ID 83213-0029
(208) 527-3257

Fort Clatsop Natl Memorial (FOCL)
92343 Fort Clatsop Rd
Astoria OR 97103
(503) 861-4412

Ft Vancouver Natl Historic Site (FOVA)
612 E Reserve Street
Vancouver WA 98551-3897
(360) 816-6210
Hagerman Fossil Beds Natl Monument (HAFO/CIRO)
PO Box 570
Hagerman ID 83332
(208) 933-4105

Klondike Gold Rush Natl Historical Park (Seattle Unit) (KLSE)
319 Second Ave
Seattle WA 98104
(206) 220-4240

John Day Fossil Beds Natl Monument (JODA)
32651 Highway 19
Kimberly OR 97848-9701
(541) 987-2333

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

Mount Rainier Natl Park (MORA)
55210 238th Ave, East
Ashford WA 98304-9751
(360) 569-2211

Nez Perce Natl Hist Park (NEPE)
Highway 95
P O Box 10000
Lapway ID 83540
(208) 843-7001

North Cascades Natl Park Service Complex (NOCA)
810 Star Route 20
Sedro Woolley WA 98284-1239
(360) 854-7200

Olympic National Park (OLYM)
600 E. Park Avenue
Port Angeles WA 98362-6757
(360) 565-3000

Oregon Caves Natl Monument (ORCA)
1900 Caves Highway
Cave Junction OR 97523
(541) 592-2100

OR Natl Historic Trail
National Trails Intermountain Region
PO Box 728
Santa Fe NM 87504-0728
(505) 988-6098

San Juan Island Natl Hist Park (SAJH)
125 Spring Street
P O Box 429
Friday Harbor WA 98250-0429
(360) 378-2240

Whitman Mission Natl Hist Site (WHMI)
328 Whitman Mission Rd
Walla Walla WA 99362
(509) 522-6360

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.

6300-33 (1/72)

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

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

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

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

(CORPORATE SEAL)
ATTEST:

(NAME OF CONTRACTOR)

By _____
Title _____

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 – STATE OF OREGON JURISDICTION INCIDENTS

(Oregon Department of Forestry, Coos Forest Protective Association, Douglas Forest Protective Association, and Walker Range Forest Protective Association Incidents)

I. COMPENSATION

Oregon Department of Forestry (**ODF**), Coos Forest Protective Association (CFPA), Douglas Forest Protective Association (DFPA) and Walker Range Forest Protective Association (WRFPA) shall pay **Contractor** for **Services** in accordance with the scheduled **Contract 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 **DDL** or **Point of Hire** to each **ODF Incident** assignment, allowing for reasonable travel time to appointed destination. Payment shall be made no later than forty-five (45) days after receipt and approval of **Contractor’s** invoice by **ODF**. For purposes of this Section, an invoice is “approved” when the accuracy of the invoice is agreed upon by both **ODF** and **Contractor**.

After each shift **Crew Boss** will document **Crew** time on the **Time Report**. The **Time Report** shall include all **Crew Members** in manifest order; actual hours worked; signature of the **Crew Boss**. The appropriate **Government** official (i.e., line supervisor) will sign the **Time Report**. **Time Reports** will be submitted to the Incident Finance Section on a daily basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. COMPENSATION ISSUES AND CLAIMS

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

CLAIMS:

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

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

Exhibit J - Special Compensation Issues and Payment Centers
SCHEDULE 3 – STATE OF WASHINGTON JURISDICTION INCIDENTS

I. COMPENSATION

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

After each shift **Crew Boss** will document **Crew** time on the **Time Report**. The **Time Report** shall include all **Crew Members** in manifest order; actual hours worked; signature of the **Crew Boss**. The appropriate **Government** official (i.e., line supervisors) will sign the **Time Report**. **Time Reports** will be submitted to the Finance Section on a daily basis.

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

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

II. COMPENSATION ISSUES AND CLAIMS

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

CLAIMS:

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

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

Exhibit K - Special Contract Terms and Conditions

SCHEDULE 1 - FEDERAL INCIDENTS

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The terms and conditions contained in Sections 1-24 of the **2017 IFCA** are incorporated by reference in this Schedule and constitute the **Special Contract Terms and Conditions** applicable to federal **Incidents** as described in Section 3.2 and 3.2.1 of the **Agreement**. In addition, the following terms and conditions are also applicable.

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

52.212-4 Contract Terms and Conditions—Commercial Items.

Contract Terms and Conditions—Commercial Items (May 2015) – *Tailored to include Alternate 1 for labor-hour procurements.*

(a) *Inspection/Acceptance.*

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

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

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

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

(5) (i) If the **Contractor** fails to proceed with reasonable promptness to perform required replacement or correction, the **Government** may—

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

(B) Terminate this contract for cause.

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

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

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

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

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

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

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

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The **Contractor** shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

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

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

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

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

(B) Performed by the subcontractors; or

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

(iii) *Materials* means—

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

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

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

(D) The following subcontracts for **Services** which are specifically excluded from the hourly rate: N/A and

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

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

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

(g) *Invoice*.

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

- (i) Name and address of the **Contractor**;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on **Government** bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The **Contractor** shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the **Contractor** shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) *Payments*.

(1) *Work performed*. The **Government** will pay the **Contractor** as follows upon the submission of commercial invoices approved by the Contracting Officer:

- (i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the **Contractor** shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the **Contractor** having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the **Contractor** furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the **Contractor's** established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the **Government** will reimburse the **Contractor** the actual cost of materials (less any rebates, refunds, or discounts received by the **Contractor** that are identifiable to the contract) provided the **Contractor**—

(1) Has made payments for materials in accordance with the terms and conditions of the **Agreement** or invoice; or

(2) Makes these payments within 30 days of the submission of the **Contractor's** payment request to the **Government** and such payment is in accordance with the terms and conditions of the **Agreement** or invoice.

(C) To the extent able, the **Contractor** shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the **Government** for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. The **Government** will reimburse the **Contractor** on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: None

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the **Contractor** for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None

(2) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the **Contractor** and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The **Contractor's** timekeeping procedures;

(C) **Contractor** records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(3) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The **Contractor** shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The **Government** within 30 days will pay any such increases, unless the parties agree otherwise. The **Contractor's** payment will be made by check. If the **Contractor** becomes aware of a duplicate invoice payment or that the **Government** has otherwise overpaid on an invoice payment, the **Contractor** shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) **Contractor** point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(4) (i) All amounts that become payable by the **Contractor** to the **Government** under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The **Government** may issue a demand for payment to the **Contractor** upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the **Contractor** are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The **Contractor** fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the **Contractor** has requested an installment payment agreement; or

(C) The **Contractor** requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.60702](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the **Contractor**;

(B) The date of issuance of a **Government** check to the **Contractor** from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the **Contractor**.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the **Contractor** as the “completion invoice” and supporting documentation, and upon compliance by the **Contractor** with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the **Contractor** as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(5) *Release of claims.* The **Contractor**, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the **Government**, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the **Contractor**.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the **Contractor** to third parties arising out of performing this contract, that are not known to the **Contractor** on the date of the execution of the release, and of which the **Contractor** gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the **Contractor** that the **Government** is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the **Contractor** by reason of its indemnification of the **Government** against patent liability), including reasonable incidental expenses, incurred by the **Contractor** under the terms of this contract relating to patents.

(6) *Prompt payment.* The **Government** will make payment in accordance with the Prompt Payment Act ([31 U.S.C 3903](#)) and prompt payment regulations at [5 CFR part 1315](#).

(7) *Electronic Funds Transfer (EFT)*. If the **Government** makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(8) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the **Contractor** until, and shall pass to the **Government** upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the **Government** at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The **Government** reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the **Contractor** shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the **Contractor** shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the **Contractor** plus reasonable charges the **Contractor** can demonstrate to the satisfaction of the **Government** using its standard record keeping system that have resulted from the termination. The **Contractor** shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the **Government** any right to audit the **Contractor's** records. The **Contractor** shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The **Government** may terminate this contract, or any part hereof, for cause in the event of any default by the **Contractor**, or if the **Contractor** fails to comply with any contract terms and conditions, or fails to provide the **Government**, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the **Contractor** shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the **Government** shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the **Contractor** shall be liable to the **Government** for any and all rights and remedies provided by law. If it is determined that the **Government** improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the **Government** upon acceptance, regardless of when or where the **Government** takes physical possession.

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

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the **Contractor** will not be liable to the **Government** for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The **Contractor** shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The **Contractor** agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/**Services**.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to **Government** Contracts, and Unauthorized Obligations paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *System for Award Management (SAM)*.

- (1) Unless exempted by an addendum to this contract, the **Contractor** is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the **Government's** reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the **Contractor** is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)
 - (i) If a **Contractor** has legally changed its business name, "doing business as" name, or division name completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the **Contractor** shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) Change the name in the SAM database;
 - (B) Comply with the requirements of [Subpart 42.12](#) of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The **Contractor** must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the **Contractor** fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the **Contractor** to be other than the **Contractor** indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The **Contractor** shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the **Contractor's** SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that **Contractor** will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations*.

- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or **Service** acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the **Government** to indemnify the **Contractor** or any person or

entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the **Government**.

(ii) Neither the **Government** nor any **Government** authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the **Government** or any **Government** authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the **Government** that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The **Contractor**'s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Oct 2016) - *tailored to include applicable clauses only*

(a) The **Contractor** shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The **Contractor** shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the **Government** (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(8) 52.209-6, Protecting the **Government**'s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

- (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (50) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(c) The **Contractor** shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(d) *Comptroller General Examination of Record* The **Contractor** shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the **Contractor's** directly pertinent records involving transactions related to this contract.
- (2) The **Contractor** shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), **Contractor** Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the **Contractor** to create or maintain any record that the **Contractor** does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the **Contractor** is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 ____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- (xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the **Contractor** may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

EMPLOYMENT OF ELIGIBLE WORKERS

a) Labor standards for contracts involving H-2B workers or migrant and seasonal agricultural workers

1. General

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor **Contractors**, and ensures necessary protection for the workers.

Information regarding MSPA can be found at <https://www.dol.gov/whd/mspa/index.htm>.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's **website** at <https://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

Compliance with MSPA and the INA is a material condition of this contract. If the **Contractor** employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the **Government** may terminate the contract, in addition to other remedies or penalties prescribed by law.

2. Definitions

a) **H-2B worker**: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

b) **Migrant Agricultural Worker and Seasonal Agricultural Worker**: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

i. A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

ii. An overnight absence from the migrant workers permanent place of residence is required.

iii. Members of the **Contractor's** immediate family are not considered migrant or seasonal workers.

Immediate family includes:

- Spouse
- Children, stepchildren, or foster children
- Parents, stepparents, or foster parents, or
- Brothers and sisters

c) **Farm Labor Contractor (FLC)**. As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

3. Registration Requirements

a) Any **Contractor** or subcontractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <https://www.dol.gov/whd/regs/compliance/whdfs78.htm>. **Contractors** or subcontractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.

b) Any **Contractor** who meets the definition in (2.iii.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor **Contractor** Certificate of Registration (https://www.dol.gov/whd/forms/fts_wh530.htm). The **Contractor** shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the **Contractor's** employees who perform any one or more of the activities defined as an FLC in paragraph (2.iii.) must have their

own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <https://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

4. Certifications

The **Contractor** shall provide applicable H-2B Temporary Employment Certificate or Farm Labor **Contractor** Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime **Contractor**. It is the Prime **Contractor's** responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

5. Worker Protections

a) Worker Information Posters

- i. A **Contractor** who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
- ii. The **Contractor** shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

b) Personal Protective Equipment

i. 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

ii. Before a worker begins operating equipment, the **Contractor** shall train the workers on the safe operation and use of the equipment.

iii. The **Contractor** shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:

- Head Protection
- Hearing Protection
- Eye/Face Protection
- Leg Protection
- Foot Protection
- Hand Protection

iv. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the **Contractor** of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference <https://www.osha.gov/SLTC/personalprotectiveequipment> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet.

- Firefighting

c) **Field Sanitation**. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act (<https://www.dol.gov/whd/regs/compliance/whdfs51.pdf>).

6. Employment Requirements - Fact Sheets with relevant information may be found at <https://www.dol.gov/WHD/fact->

[sheets-index.htm](#).

a) **Contractors** employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage (<https://www.dol.gov/whd/regs/compliance/whdfs63.pdf>).

b) **Contractor** Employee List. **Contractors** are required to provide/maintain an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the **Service** Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. Transportation

a) The **Contractor** shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the **Contractor's** certificate. If the **Contractor** directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the **Contractor**, shall be registered as an FLC or an FLC employee.

b) See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers (<https://www.dol.gov/whd/regs/compliance/whdfs50.pdf>).

8. Housing

a) The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the **Contractor's** certificate. **Contractors** should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

b) **Camping Requirements.** The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at [29 CFR 1910.142](#). The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled [452.236-72 Use of Premises](#) in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

i. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.

ii. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.

iii. The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the **Contractor** shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the **Contractor** fails to remove within the 10 calendar day period becomes the property of the United States, however, the **Contractor** remains liable for the cost of the removal and restoration of the site.

iv. Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, **Contractors**, or recreating public. Disorderly conduct is not permitted.

v. Damaging or removing any natural feature or other property of the Forest Service is prohibited.

- vi. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
- vii. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
- viii. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
- ix. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
- x. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind
- xi. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
 - Two large gauze pads (at least 8x10 inches)
 - Box adhesive bandages (such as band-aids)
 - One package of gauze roller bandage (at least 2-inches in width)
 - Two triangular bandages
 - Scissors
 - At least one blanket
 - Tweezers
 - Adhesive tape
 - Latex gloves, and
 - Resuscitation device such as resuscitation bag, airway, or pocket mask.
- xii. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
 - xiii. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
 - xiv. The **Contractor** shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
 - xv. If authorized to have an open fire, the **Contractor** shall comply with the following fire regulations:
 - A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
 - All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
 - All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
 - All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

c) Include the instructions below, Representations, certifications, and other statements of offerors or respondents. **Contractors** are required to provide certification of employment status as part of their representations, certifications, and acknowledgements.

EMPLOYMENT OF ELIGIBLE WORKERS

Workforce Certification

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the **Contractor** will supply workers under the H-2B Program, the **Contractor** is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime **Contractor** identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime **Contractor** shall submit the Subcontractor's signed certification with their response to the solicitation.

H-2B Workers: (<http://www.foreignlaborcert.doleta.gov/>)

- Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.
- Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.)

MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

- Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.
- Certifies has valid FLC certificate of registration. (**Attach a copy of current certification.**) Authorization includes:
 - Transporting workers
 - Driving
 - Housing workers
- Company has applied for certificate of registration on _____.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a certificate prior to award of contract. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No. _____

Information about licensing requirements and procedures may be obtained from the following:

I, on behalf of said Company, certify to the above responses.

(SIGNATURE)	(DATE)
(PRINTED NAME)	(TITLE)

EXHIBIT K - SPECIAL CONTRACT TERMS AND CONDITIONS

SCHEDULE 2 – STATE OF OREGON INCIDENTS

The terms and conditions contained in Sections 1-24 of the **2017 IFCA** are incorporated by reference in this Schedule and constitute the **Special Contract Terms and Conditions** applicable to State of Oregon **Incidents** as described in Section 3.2 and 3.2.2 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, or unlawful possession or use of controlled substances under federal law (includes marijuana) or alcohol while working under this **Agreement** or in fire camp. This **Agreement** includes and incorporates by reference Federal Acquisition Regulation (FAR) clause 52.223-6 (Drug Free Work Place [May 2001]). Upon request, the **ODF** will make the full text of this FAR available to **Contractor**.

HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE

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

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

EXHIBIT K - SPECIAL CONTRACT TERMS AND CONDITIONS

SCHEDULE 3 – STATE OF WASHINGTON INCIDENTS

STANDARD TERMS AND CONDITIONS

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

The terms and conditions contained in Sections 1-24 of the **2017 IFCA** are incorporated by reference in this Schedule and constitute the **Special Contract Terms and Conditions** applicable to the State of Washington **Incidents** as described in Section 3.2 and 3.2.3 of the **Agreement**. In addition, the following terms and conditions are also applicable:

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 THE INTERIOR BUREAU OF LAND MANAGEMENT
Oregon and Washington
Agreement # BLMOR934-2004
DUNS No. 798067393

NATIONAL PARK SERVICE
Interior Regions 8,9,10 and 12
Agreement # P20AC00023
DUNS No. 039365775

BUREAU OF INDIAN AFFAIRS
Northwest Region
Agreement # A20ACNWRO2
DUNS No. 076425305

UNITED STATES FISH AND WILDLIFE SERVICE
Interior Regions 9, 10, and 12
Agreement # FF01R030000-19X-L015
DUNS No. 151157950

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE
Pacific Northwest Region
Agreement # 20-FI-11062752-010
DUNS No. 929332484

STATE OF OREGON
Department of Forestry
Agreement # 19-0001-0524
DUNS No. 809579808

COOS FOREST PROTECTIVE ASSOCIATION
DUNS No. 084417666

DOUGLAS FOREST PROTECTIVE ASSOCIATION
DUNS No. 076423482

WALKER RANGE FOREST PROTECTIVE ASSOCIATION
DUNS No. 624858064

Exhibit M

NOTIFICATION OF WCFT

Company Name: _____

Number of Students: _____

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

Location: _____

Street Address: _____

City/State: _____

Administrator's Name: _____

Administrator's Phone No.: _____

Email to:

*Oregon Department of Forestry
Protection Contract Services Unit*
pcsu@oregon.gov

EXHIBIT O – COMPANY MANIFEST

Instructions for completing the Company Manifest spreadsheet.

Contractor shall use the electronic **Company Manifest** form available for download at:
<http://www.oregon.gov/ODF/Fire/Pages/Contract.aspx> (Tools & Forms). Form must not be altered.

COMPANY: Full company name.
SUBMITTED BY: Name of the person submitting the manifest.
DATE: Current date.
FIRST NAME: **Crew Member's** complete first name.
SECOND NAME: **Crew Member's** complete middle or second name.
LAST NAME: **Crew Member's** complete last name.
ID NO: **Crew Member Number**.
DOB: **Crew Member's** date of birth (**MM/DD/YYYY**)
QUAL: **Crew Member's** highest qualification (FFT2, FFT1, CRWB, STCR). **Do not use dashes, parenthesis or blank spaces.**
CERT DATE: Date the **Crew Member** became certified in the position listed (**MM/DD/YYYY**).
LSA: Enter Y if the **Crew Member** has taken and passed the Language Skills Assessment requirement.
DATE OF LAST FIRE: Date of the most recent fire the **Crew Member** was on (**MM/DD/YYYY**).
RT or BASIC DATE: Date of the current year Annual Refresher or S130/190 training that was taken and passed (**MM/DD/YYYY**).
PACK DATE: Date the current year **WCFT** was taken and passed (**MM/DD/YYYY**).
SAWYER: Enter Y if the **Crew Member** successfully completed S-212 and has maintained currency as a **Sawyer**.
MSPA EXP DATE: Expiration date of the applicable **MSPA** license for the **Crew Member** (**MM/DD/YYYY**).

Exhibit P - HAND CREW MANIFEST FORM										
ORDERING UNIT		INCIDENT NAME			INCIDENT NUMBER				RESOURCE NUMBER C-	
CONTRACTOR				AGREEMENT NUMBER IFCA			DESIGNATED DISPATCH LOCATION			
CONTRACTOR REPRESENTATIVE				CONTACT PHONE:			REPORT TO:			
DEPARTURE			INTERMEDIATE STOPS				DESTINATION			
PLACE		ETD	ETA		PLACE		PLACE		ETD	ETA
CREW MEMBER NAME			M	F	CREW MEMBER NUMBER		INCIDENT POSITION	SAWYER	EMT	EXPERIENCE AND LSA (B-R-Y=Blue- Red-Yellow)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
DRIVER AND VEHICLE INFORMATION										
Driver Name		License Number/State			MSPA Exp. Date		Vehicle Make/Model		Vehicle License No.	
SIGNATURE AND PRINTED NAME OF AUTHORIZED COMPANY REPRESENTATIVE									DATE	

Exhibit Q – CREW PERFORMANCE RATING

CREW PERFORMANCE RATING (instructions on back)				
1. Crew Name and Designator	2. Incident Name and Number	3. Location of Incident		
4. Crew Home Unit and Address	5. Dates Assigned to Incident	6. Number of Operational Periods (Shifts) _____ No. of Shifts Constructing Hotline _____		
7. Evaluation Criteria				
Crew Type: (check one) IHC/T1___ T2IA___ T2___ Engine___ Helitack___ Other___				
Agency Crew ___ Contract Crew ___ Contract Number _____				
Rating Factors (not all criteria apply to all crews)				
	Superior	Satisfactory	Needs Improvement	Not Applicable
LEADERSHIP (CREW OVERHEAD) PERFORMANCE				
Communications (Inter- and Intra-crew)				
Coordination, Supervision, and Finance/Administration				
Risk Management and Decision Making				
Training and Mentoring				
Crew Conduct (Fireline / Camp or Off Fireline)				
Work and Tasks Completed as Assigned (Quantity and Quality of Work)				
TACTICS				
Safety Practices				
Line Construction / Hotline Construction or Direct Attack				
Lookouts and Scouting				
Fire Weather and Fire Behavior Observations				
Chainsaw Operations and Felling Trees Operations				
Spot Fire Attack				
Mop Up				
Spot Grid Organization				
Portable Pump and Hose Lay Setup and Operations				
SPECIALIZED OPERATIONS				
Initial Attack Organization				
Firing and Holding Organization				
Wildland Urban Interface (WUI) Operations				
Map, Compass, and GPS Navigation				
Incident Within an Incident				
AVIATION OPERATIONS				
Safe Operations Around Aviation Assets				
Helispot Specifications and Construction				
Directing Aviation Assets and Drops by Radio				
Longline and Sling Load Operations				
Coordination with Aerial Supervision and Air Resources				
MISCELLANEOUS				
Physical Condition				
Other (specify)				
All Hazard Incident (specify incident type and assignment in Remarks section)				
Remarks (use separate sheet if necessary and attach)				
8. Crew Supervisor (printed name)	Crew Supervisor (signature)	<input type="checkbox"/> This rating has been discussed with me.		Date
9. Rated by (printed name)		Rated by (signature)		Date
Position on Incident		Home Unit Identifier and Phone Number		

CREW PERFORMANCE RATING FORM KEY AND INSTRUCTIONS

Rating crew performance is an important task for all fireline supervisors. When completed correctly and thoroughly, the ICS-224 form will provide useful information for determining crew effectiveness and efficiency and document incident performance. The form allows the fireline supervisor to rate crews in four primary areas: Leadership (Crew Overhead) Performance, Tactics, Specialized Operations, and Aviation Operations. Other factors can be rated in the Miscellaneous category. Below is a key for filling out the form along with the primary rating factors. Together, they define satisfactory performance by a crew. Ratings of other than satisfactory, either higher or lower, must be explained in the Remarks section. The completed rating will be given to the Planning Section before the rater leaves the incident.

LEADERSHIP (CREW OVERHEAD) PERFORMANCE:

Communications (Inter- and Intra-crew) – Uses radio properly; communicates leaders intent; information transfer is timely.

Coordination, Supervision, and Finance/Administration – Takes charge; motivates crew; coordinates with other crews, DIVS, STLD, and TFLD; is prompt (on time); crew is equipped and ready to work (per contract, mob guide, IIBM); adheres to operational and business management protocols; provides copy of contract/ROSS order; fills out daily CTRs properly; leads crew to completion of assigned tasks.

Risk Management and Decision Making – Identifies hazards and communicates to subordinates; identifies safety zones and routes and communicates to crew; decisions are timely; instructions to crew are understood; understands ICS system; positive interactions with others.

Training and Mentoring – Uses CRWB(T) and squad bosses; sets up for success.

Crew Conduct (Fireline / Camp or Off Fireline) – Crew camaraderie and cohesion; interaction with other crews or resources; deals appropriately with conduct issues. Rate both fireline, and camp or off fireline.

Work and Tasks Completed as Assigned (Quantity and Quality of Work) – Crew completes work assignments within given timeframes and to the expected standards.

TACTICS:

Safety Practices – Uses LCES; uses PPE properly for all operations; uses proper spacing on line; uses hand tools safely.

Line Construction / Hotline Construction or Direct Attack – Uses proper type of berm and cup trench; production rate meets standard for fuel and crew type; tools and equipment are maintained; hotline and direct attack methods proper for fire behavior and fuel type. Rate both line construction, and hotline construction or direct attack.

Lookouts and Scouting – Lookouts are properly spaced and posted; hazards are identified; crew watches for spot fires and reports them.

Fire Weather and Fire Behavior Observations – Personnel are kept informed; updates are passed along to crew and squads.

Chainsaw Operations and Felling Trees Operations – Personnel qualified; conducts safe cutting/felling operations; maintains equipment.

Spot Fire Attack – Crew structure is adapted to spot fire attack needs; suppresses spot fires quickly and effectively.

Mop Up – Most threatening areas are prioritized; searches for hotspots; uses water properly.

Spot Grid Organization – Sets up grid properly for area and fuel type; conducts thorough searches for hotspots.

Portable Pump and Hose Lay Setup and Operations – Sets up and operates pump properly; checks fuel system; maintains pump; acquires and sets up appropriate hose and hardware; pumps and spacing are adequate for length and terrain; uses water properly.

SPECIALIZED OPERATIONS:

Initial Attack Organization – Follows LCES; sizeup and briefing are adequate.

Firing and Holding Organization – Firing methods and device are appropriate for fuel type; holding crew understands assignment.

Wildland Urban Interface Operations – Accomplishes assigned WUI tasks safely and effectively; crew is aware of WUI hazards and procedures.

Map, Compass, and GPS Navigation – Crew is able to navigate using tools provided; relays GPS coordinates accurately and timely.

Incident Within an Incident – Medical and injury response; hazardous materials; shelter deployment; burn victim.

AVIATION OPERATIONS:

Safe Operations Around Aviation Assets – Organizational preparedness; takes direction from the Air Attack, Helitack, or Pilot.

Helispot Specifications and Construction – Approach and departure paths are adequate; landing pads are adequate.

Directing Aviation Assets and Drops by Radio – Uses panel markers properly; verbal descriptions identify needs.

Longline and Sling Load Operations – Cargo loads are properly weighed, marked, manifested, and directed following procedures.

Coordination with Aerial Supervision and Air Resources – Uses appropriate air/ground frequencies; properly clears fireline for drops.

MISCELLANEOUS:

Physical Condition – Overall crew fitness allows for completion of assigned tasks; if fitness is an issue, explain in Remarks.

Other (specify) – Complexity of assignment; steep terrain; high winds; equipment issues; business management issues.

All Hazard Incident – If All Hazard Incident, specify incident type and assignment in Remarks.

REMARKS:

Focus on tasks and jobs the crew spent the majority of their time on and/or any issues related to job performance, timeliness, and contract requirements. Cite specific examples that support the performance rating. The rater should take into account the capabilities of the entire crew (not just those of the crew leadership), and the complexity of the assignment (fuel type, terrain, environmental factors, etc.). Any rating of “Needs Improvement” requires explanation and recommendations for correction in Remarks. Issues related to business management must be explained.

RATINGS:

Superior – Performance level is significantly in excess of expectations and is an example for others. Rating must be explained in Remarks.

Satisfactory – Meets all standards, quality of work, timeliness, and production, or administrative issues did not affect overall Performance.

Needs Improvement – Crew did not fully meet standards in one or more of the above measures. Outline recommended corrective actions needed. Rating must be explained in Remarks.

EXHIBIT R - IFCA EQUIPMENT MANIFEST / INSPECTION FORM

Incident Name/Number: _____ / _____
Crew Name: _____ **Agreement #:** IFCA _____ **C-** _____
Hand Crew Manifest: Yes No **Number of Employees:** _____

Crew Personnel (check each person for the following):

Check on Exhibit P: Government Photo ID (B 3.5), and employee **Incident Qualification Card** (see B 3.4, Att. 1 Exh. B), Vehicles

PPE (F 3.0) - 8" High Leather Lug Sole Boots, Helmet w/Chinstrap, Leather Gloves, Eye Protection, Head Lamp w/batteries, 2 liters of Water, Fire Shelter, Flame Resistant Pants/Shirts (2 each)

Section I – Power Saws

	Person Crews		Pre-Use	Release
	10	20	#	#
Chainsaws (F 4.1)	2	3		

A – Make/Model _____ Serial # _____
 B – Make/Model _____ Serial # _____
 C – Make/Model _____ Serial # _____
 D – Make/Model _____ Serial # _____
 E – Make/Model _____ Serial # _____

Pre-Use	A	B	C	D	E
Visible Parts Not Broken*					
Visible Nuts and Bolts Tight					
Oil in Gear Case and Chain Oiler					
Cutting Bar: Straight, Chain in Good Condition*					
Functioning Chain Break*					
Exhaust System and Spark Arrester*					
Motor: Idles Evenly, Runs Smoothly, Satisfactory Power					
Gas/Oil for First Shift					
Chaps, Extra Chain, Chainsaw Wrench, File, Ear Protection					
Fire Extinguisher for Saws (8 oz. minimum)					

Yes _____ No _____

*Safety Item – Do not accept until brought into compliance.

Section II – Equipment

Programmable Hand Held Radios (F 4.3)
 A – Make/Model _____ Serial # _____
 B – Make/Model _____ Serial # _____
 C – Make/Model _____ Serial # _____
 D – Make/Model _____ Serial # _____
 E – Make/Model _____ Serial # _____

Section II – Equipment (cont.)

	Person Crews		Pre-Use	Release
	10	20	#	#
(F 4.2) Combi/Reinhardt/Hazel Hoe/McLeod - 3 lb head, 36" handle	4	8		
Pulaski - 3 lb 11 oz - 4 lb 2 oz head, 36" handle	5	10		
Shovel - Size 0 or 1	4	8		
10-person Belt First Aid Kit	1	2		
Programmable Hand Held Radios	3	4		
Radio Programming Cloning Cable, if needed	1	1		

Additional pages may be attached, as necessary, for any additional Equipment.

****If mechanical inspection is done by Ground Support, no need to complete items below.**

	A	B	C	D
1. Gauges and Lights*				
2. Seat Belts*				
3. Glass and Mirrors*				
4. Wipers and Horn*				
5. Clutch Pedal: Proper adjustment*				
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				

	A	B	C	D
13. Steering*				
14. Brakes*				
15. 4-Wheel Drive: Check gear boxes, leaks				
16. Drive 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 damage in Remarks section				
23. Emergency Equipment* - 10-person first aid kit, fire extinguisher, shovel, pulaski				

*Safety Item – Do not accept until brought into compliance.

Remarks _____

Pre-Use	Pass <input type="checkbox"/>	Fail <input type="checkbox"/>	Remedy:
Date:	_____		Time: In: _____ Out: _____
Company Rep Signature:	_____		Title:
Company Rep Print:	_____		Cell #:
Inspector (Print):	_____		Title: _____

Release	No Damage/No Claim <input type="checkbox"/>
Date:	_____
Company Rep.:	_____
Inspector (Print):	_____
Time:	_____
Title:	
Title:	_____

Exhibit S

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	\$2,000,000
					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 Forest Protective Association; the State of Washington; the Washington Department of Natural Resources; the United States Department of Agriculture Forest Service (USFS); the National Park Service (NPS); the United States Department of the Interior Bureau of Land Management (BLM); the Bureau of Indian Affairs (BIA); the United States Fish and Wildlife Service (USF&WS); Oregon Fire Chiefs Association; Washington Association of Fire Chiefs; Oregon Office of State Fire Marshal; Washington State Fire Marshal's Office; and their officers, divisions, agents, employees and members. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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.

Exhibit T

29 CFR 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS

§4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 *et seq.*) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in §4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service

employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to §4.6(l)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term *contractor* as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term *Government prime contractor*.

(k)(1) As used in these clauses, the term *service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term *service employee* includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for *informational purposes only*:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if

so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	Monetary wage-fringe benefits
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(l)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set

forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR part 531. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

Paragraph	OMB Control No.
(b)(2)(i)-(iv)	1235-0007
(e)	1235-0007
(g)(1)(i)-(iv)	1235-0007
	1235-0018
(g)(1)(v)-(vi)	1235-0007
(l)(1), (2)	1235-0007
(q)(3)	1235-0007

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996; 82 FR 2224, Jan. 9, 2017]

Exhibit U

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 1995- 0221 Revision No.: 49 Date Of Last Revision: 12/23/2019
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa

Alaska: Entire State

American Samoa: Entire State

Hawaii: Entire State

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

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

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

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

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations		
01613 - Word Processor III		
Alaska		20.37
Continental U.S.		20.37
Hawaii and American Samoa		20.13
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		

Alaska	28.76
Hawaii and American Samoa	19.10
Midwestern Region	22.69
Northeast Region	21.30
Southern Region	19.85
Western Region	22.97
05220 - Motor Vehicle Mechanic Helper	
Alaska	20.80
Hawaii and American Samoa	14.70
Midwestern Region	14.71
Northeast Region	16.60
Southern Region	12.80
Western Region	15.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	17.28
Hawaii and American Samoa	17.25
Midwestern Region	14.48
Northeast Region	16.42
Southern Region	11.82
Western Region	18.03
07041 - Cook I	
Alaska	14.89
Hawaii and American Samoa	14.52
Midwestern Region	10.64
Northeast Region	13.28
Southern Region	10.13
Western Region	12.13
07042 - Cook II	
Alaska	17.15
Hawaii and American Samoa	16.22
Midwestern Region	12.00
Northeast Region	14.97
Southern Region	11.42
Western Region	13.68
07070 - Dishwasher	
Alaska	12.74
Hawaii and American Samoa	13.96
Midwestern Region	8.61
Northeast Region	9.23
Southern Region	8.95
Western Region	9.29
07130 - Food Service Worker	
Alaska	13.00
Hawaii and American Samoa	12.93
Midwestern Region	10.17
Northeast Region	12.18
Southern Region	9.62
Western Region	10.57
07210 - Meat Cutter	
Alaska	21.20
Hawaii and American Samoa	20.58
Midwestern Region	17.86
Northeast Region	20.80
Southern Region	14.91
Western Region	19.51

12000 - Health Occupations

12040 - Emergency Medical Technician

Alaska	24.86
Continental U.S.	18.11
Hawaii and American Samoa	20.36

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator

Alaska	23.88
Hawaii and American Samoa	18.60
Midwestern Region	17.16
Northeast Region	16.76
Southern Region	14.20
Western Region	18.36

21150 - Stock Clerk

Alaska	15.42
Hawaii and American Samoa	12.16
Midwestern Region	13.63
Northeast Region	13.45
Southern Region	13.06
Western Region	13.81

23000 - Mechanics and Maintenance and Repair Occupations

23021 - Aircraft Mechanic I

Alaska	30.28
Continental U.S.	31.15
Hawaii and American Samoa	31.29

23022 - Aircraft Mechanic II

Alaska	31.44
Continental U.S.	31.95
Hawaii and American Samoa	32.58

23023 - Aircraft Mechanic III

Alaska	33.16
Continental U.S.	33.39
Hawaii and American Samoa	34.19

23040 - Aircraft Mechanic Helper

Alaska	23.74
Continental U.S.	23.42
Hawaii and American Samoa	22.60

23060 - Aircraft Servicer

Alaska	26.53
Continental U.S.	26.72
Hawaii and American Samoa	26.23

23160 - Electrician, Maintenance

Alaska	34.18
Hawaii and American Samoa	29.46
Midwestern Region	25.66
Northeast Region	27.51
Southern Region	21.94
Western Region	26.21

23440 - Heavy Equipment Operator

Southern Region	19.85
Western Region	22.96
Alaska	27.96
Hawaii and American Samoa	19.89
Midwestern Region	22.69
Northeast Region	21.30

23470 - Laborer

Alaska	16.97
Hawaii and American Samoa	16.47
Midwestern Region	13.81
Northeast Region	13.92
Southern Region	11.24
Western Region	13.04
23530 - Machinery Maintenance Mechanic	
Alaska	31.90
Hawaii and American Samoa	31.48
Midwestern Region	19.67
Northeast Region	20.58
Southern Region	15.59
Western Region	19.52
23580 - Maintenance Trades Helper	
Alaska	23.32
Hawaii and American Samoa	17.99
Midwestern Region	18.52
Northeast Region	17.30
Southern Region	15.58
Western Region	16.07
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	12.92
Hawaii and American Samoa	10.53
Midwestern Region	8.43
Northeast Region	8.88
Southern Region	8.43
Western Region	8.88
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	25.01
Hawaii and American Samoa	23.79
Mid-Western Region	22.23
Northeast Region	20.57
Southern Region	22.61
Western Region	21.14
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	23.46
Hawaii and American Samoa	15.24
Midwestern Region: 1 1/2 to 4 tons	19.33
Midwestern Region: over 4 tons	20.22
Midwestern Region: under 1 1/2 tons	14.47
Northeast Region: 1 1/2 to 4 tons	19.82
Northeast Region: over 4 tons	20.68
Northeast Region: under 1 1/2 tons	15.37
Southern Region: 1 1/2 to 4 tons	17.65
Southern Region: over 4 tons	18.32
Southern Region: under 1 1/2 tons	9.84
Western Region: 1 1/2 to 4 tons	18.20
Western Region: over 4 tons	18.72
Western Region: under 1 1/2 tons	11.45
31361 Truck Driver, Light	
Alaska	21.96
Hawaii and American Samoa	12.03
Midwestern Region	14.47

Northeast Region	15.37
Southern Region	9.84
Western Region	11.45
31362 Truck Driver, Medium	
Alaska	23.78
Hawaii and American Samoa	15.22
Midwestern Region	19.33
Northeast Region	19.85
Southern Region	17.60
Western Region	18.20
31363 Truck Driver, Heavy	
Alaska	25.13
Hawaii and American Samoa	16.62
Midwestern Region	20.22
Northeast Region	20.68
Southern Region	18.32
31364 - Truck driver, Tractor-Trailer	
Alaska	26.47
Hawaii and American Samoa	16.82
Midwestern Region	24.03
Northeast Region	20.82
Southern Region	19.24
Western Region	19.80
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook- Baker/Assistant Cook	
Alaska	17.08
Hawaii and American Samoa	16.22
Midwestern Region	12.00
Northeast Region	14.97
Southern Region	11.41
Western Region	13.68
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	21.23
Hawaii and American Samoa	21.81
Midwestern Region	19.11
Northeast Region	20.19
Southern Region	20.93
Western Region	19.25
(not set) - Quality Assurance Representative II	
Alaska	27.77
Hawaii and American Samoa	25.93
Midwestern Region	23.57
Northeast Region	25.06
Southern Region	22.14
Western Region	23.34
(not set) - Quality Assurance Representative III	
Alaska	29.55
Hawaii and American Samoa	28.22
Midwestern Region	27.75
Northeast Region	29.49
Southern Region	26.18
Western Region	27.99
(not set) - Chief Cook	
Alaska	22.69
Hawaii and American Samoa	27.20

Midwestern Region	20.00
Northeast Region	24.22
Southern Region	18.34
Western Region	22.28
(not set) - Environmental Protection Specialist	
Alaska	35.79
Hawaii and American Samoa	33.10
Midwestern Region	30.11
Northeast Region	36.11
Southern Region	30.66
Western Region	31.70
(not set) - Fire Safety Professional	
Alaska	35.77
Hawaii and American Samoa	33.14
Midwestern Region	30.11
Northeast Region	36.11
Southern Region	30.66
(not set) - Aircraft Quality Control Inspector	
Alaska	31.67
Continental U.S.	32.56
Hawaii and American Samoa	32.74
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	12.54
Hawaii and American Samoa	11.60
Midwestern Region	10.71
Northeast Region	12.23
Southern Region	8.43
Western Region	10.43

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour, up to 40 hours per week, or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week, or \$168.80 per week, or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

HEALTH & WELFARE (Hawaii): \$1.94 per hour, up to 40 hours per week, or \$77.60 per week, or \$336.27 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.54 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, up to 40 hours per week, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.22 per hour, up to 40 hours per week.

*

*This rate is to be used only when compensating employees for performance on an SCA- covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**** HAZARDOUS PAY DIFFERENTIAL ****

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this

wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding,

organization, administration, and evaluation of environmental programs; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

Exhibit V

Executive Order 13706 of September 7, 2015

Establishing Paid Sick Leave for Federal Contractors

By the authority vested in me as President by the Constitution and the laws of the United States of America, including 40 U.S.C. 121, and in order to promote economy and efficiency in procurement by contracting with sources that allow their employees to earn paid sick leave, it is hereby ordered as follows:

Section 1. Policy.

This order seeks to increase efficiency and cost savings in the work performed by parties that contract with the Federal Government by ensuring that employees on those contracts can earn up to 7 days or more of paid sick leave annually, including paid leave allowing for family care. Providing access to paid sick leave will improve the health and performance of employees of Federal contractors and bring benefits packages at Federal contractors in line with model employers, ensuring that they remain competitive employers in the search for dedicated and talented employees. These savings and quality improvements will lead to improved economy and efficiency in Government procurement.

Section 2. Establishing paid sick leave for Federal contractors and subcontractors.

- (a) Executive departments and agencies (agencies) shall, to the extent permitted by law, ensure that new contracts, contract-like instruments, and solicitations (collectively referred to as “contracts”), as described in section 6 of this order, include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that all employees, in the performance of the contract or any subcontract thereunder, shall earn not less than 1 hour of paid sick leave for every 30 hours worked.
- (b) A contractor may not set a limit on the total accrual of paid sick leave per year, or at any point in time, at less than 56 hours.
- (c) Paid sick leave earned under this order may be used by an employee for an absence resulting from:
- (i) physical or mental illness, injury, or medical condition;
 - (ii) obtaining diagnosis, care, or preventive care from a health care provider;
 - (iii) caring for a child, a parent, a spouse, a domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in paragraphs (i) or (ii) of this subsection or is otherwise in need of care; or
 - (iv) domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes otherwise described in paragraphs (i) and (ii) of this subsection, to obtain additional counseling, to seek relocation, to seek assistance from a victim services organization, to take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or to assist an individual related to the employee as described in paragraph (iii) of this subsection in engaging in any of these activities.
- (d) Paid sick leave accrued under this order shall carry over from 1 year to the next and shall be reinstated for employees rehired by a covered contractor within 12 months after a job separation.
- (e) The use of paid sick leave cannot be made contingent on the requesting employee finding a replacement to cover any work time to be missed.
- (f) The paid sick leave required by this order is in addition to a contractor’s obligations under 41 U.S.C. chapter 67 (Service Contract Act) and 40 U.S.C. chapter 31, subchapter IV (Davis-Bacon Act), and contractors may not receive credit toward their prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of this order.
- (g) A contractor’s existing paid leave policy provided in addition to the fulfillment of Service Contract Act or Davis-Bacon Act obligations, if applicable, and made available to all covered employees will satisfy the requirements of this order if the amount of paid leave is sufficient to meet the requirements of this section and if it may be used for the same purposes and under the same conditions described herein.
- (h) Paid sick leave shall be provided upon the oral or written request of an employee that includes the expected duration of the leave, and is made at least 7 calendar days in advance where the need for the leave is foreseeable, and in other cases as soon as is practicable.

(i) Certification.

(i) A contractor may only require certification issued by a health care provider for paid sick leave used for the purposes listed in subsections (c)(i), (c)(ii), or (c)(iii) of this section for employee absences of 3 or more consecutive workdays, to be provided no later than 30 days from the first day of the leave.

(ii) If 3 or more consecutive days of paid sick leave is used for the purposes listed in subsection (c)(iv) of this section, documentation may be required to be provided from an appropriate individual or organization with the minimum necessary information establishing a need for the employee to be absent from work. The contractor shall not disclose any verification information and shall maintain confidentiality about the domestic violence, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(j) Nothing in this order shall require a covered contractor to make a financial payment to an employee upon a separation from employment for accrued sick leave that has not been used, but unused leave is subject to reinstatement as prescribed in subsection (d) of this section.

(k) A covered contractor may not interfere with or in any other manner discriminate against an employee for taking, or attempting to take, paid sick leave as provided for under this order or in any manner asserting, or assisting any other employee in asserting, any right or claim related to this order.

(l) Nothing in this order shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under this order.

Section 3. Regulations and Implementation.

(a) The Secretary of Labor (Secretary) shall issue such regulations by September 30, 2016, as are deemed necessary and appropriate to carry out this order, to the extent permitted by law and consistent with the requirements of 40 U.S.C. 121, including providing exclusions from the requirements set forth in this order where appropriate; defining terms used in this order; and requiring contractors to make, keep, and preserve such employee records as the Secretary deems necessary and appropriate for the enforcement of the provisions of this order or the regulations thereunder. To the extent permitted by law, within 60 days of the Secretary issuing such regulations, the Federal Acquisition Regulatory Council shall issue regulations in the Federal Acquisition Regulation to provide for inclusion in Federal procurement solicitations and contracts subject to this order the contract clause described in section 2(a) of this order.

(b) Within 60 days of the Secretary issuing regulations pursuant to subsection (a) of this section, agencies shall take steps, to the extent permitted by law, to exercise any applicable authority to ensure that contracts as described in section 6(d)(i)(C) and (D) of this order, entered into after January 1, 2017, consistent with the effective date of such agency action, comply with the requirements set forth in section 2 of this order.

(c) Any regulations issued pursuant to this section should, to the extent practicable and consistent with section 7 of this order, incorporate existing definitions, procedures, remedies, and enforcement processes under the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.*; the Service Contract Act; the Davis-Bacon Act; the Family and Medical Leave Act, 29 U.S.C. 2601 *et seq.*; the Violence Against Women Act of 1994, 42 U.S.C. 13925 *et seq.*; and Executive Order 13658 of February 12, 2014, Establishing a Minimum Wage for Contractors.

Section 4. Enforcement.

(a) The Secretary shall have the authority for investigating potential violations of and obtaining compliance with this order, including the prohibitions on interference and discrimination in section 2(k) of this order.

(b) This order creates no rights under the Contract Disputes Act, and disputes regarding whether a contractor has provided employees with paid sick leave prescribed by this order, to the extent permitted by law, shall be disposed of only as provided by the Secretary in regulations issued pursuant to this order.

Section 5. Severability.

If any provision of this order, or applying such provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of the provisions of such to any person or circumstance shall not be affected thereby.

Section 6. General Provisions.

(a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department, agency, or

- the head thereof; or
- (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.
- (b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.
- (c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.
- (d) This order shall apply only to a new contract or contract-like instrument, as defined by the Secretary in the regulations issued pursuant to section 3(a) of this order, if:
- (i) (A) it is a procurement contract for services or construction;
- (B) it is a contract or contract-like instrument for services covered by the Service Contract Act;
- (C) it is a contract or contract-like instrument for concessions, including any concessions contract excluded by Department of Labor regulations at 29 CFR 4.133(b); or
- (D) it is a contract or contract-like instrument entered into with the Federal Government in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public; and
- (ii) the wages of employees under such contract or contract-like instrument are governed by the Davis-Bacon Act, the Service Contract Act, or the Fair Labor Standards Act, including employees who qualify for an exemption from its minimum wage and overtime provisions.
- (e) For contracts or contract-like instruments covered by the Service Contract Act or the Davis-Bacon Act, this order shall apply only to contracts or contract-like instruments at the thresholds specified in those statutes. For procurement contracts in which employees' wages are governed by the Fair Labor Standards Act, this order shall apply only to contracts or contract-like instruments that exceed the micro-purchase threshold, as defined in 41 U.S.C. 1902(a), unless expressly made subject to this order pursuant to regulations or actions taken under section 3 of this order.
- (f) This order shall not apply to grants; contracts and agreements with and grants to Indian Tribes under the Indian Self-Determination and Education Assistance Act (Public Law 93-638), as amended; or any contracts or contract-like instruments expressly excluded by the regulations issued pursuant to section 3(a) of this order.
- (g) Independent agencies are strongly encouraged to comply with the requirements of this order.

Section 7 Effective Date.

- (a) This order is effective immediately and shall apply to covered contracts where the solicitation for such contract has been issued, or the contract has been awarded outside the solicitation process, on or after:
- (i) January 1, 2017, consistent with the effective date for the action taken by the Federal Acquisition Regulatory Council pursuant to section 3(a) of this order; or
- (ii) January 1, 2017, for contracts where an agency action is taken pursuant to section 3(b) of this order, consistent with the effective date for such action.
- (b) This order shall not apply to contracts or contract-like instruments that are awarded, or entered into pursuant to solicitations issued, on or before the effective date for the relevant action taken pursuant to section 3 of this order.