

**2011**

# **NATIONAL TYPE 2-IA FIREFIGHTER CREW CONTRACT**



MELINDA G. DRAPER  
Contracting Officer  
Phone: (208) 387-5610  
Fax: (208) 387-5384

U.S. Forest Service  
National Interagency Fire Center  
3833 S. Development Ave  
Boise, Idaho 83705-5354

[www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting)

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| <b>SOLICITATION OFFER AND AWARD</b>   |  | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 350)   |  | RATING                              | PAGE 1 OF 113 PAGES            |
| 2. CONTRACT NUMBER<br><b>AG-024B-C-11-9002</b>  | 3. SOLICITATION NUMBER<br><b>AG-024B-S-10-9001</b> | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |  | 5. DATE ISSUED<br><b>07/07/2010</b> | 6. REQUISITION/PURCHASE NUMBER |
| 7. ISSUED BY<br><b>U.S. FOREST SERVICE - CONTRACTING<br/>NATIONAL INTERAGENCY FIRE CENTER<br/>3833 S. DEVELOPMENT AVENUE<br/>BOISE, ID 83705-5354</b> |  | 8. ADDRESS OFFER TO (If other than Item 7)   |  |                                     |                                |

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

### SOLICITATION

9. Sealed offers in original and (See Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in **FOREST SERVICE CONTRACTING OFFICE** until **4:30 PM (C.O.B.)** local time **08/20/2010**

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

|                           |                                     |                                 |                           |  |
|---------------------------|-------------------------------------|---------------------------------|---------------------------|--|
| 10. FOR INFORMATION CALL: | A. NAME<br><b>MELINDA G. DRAPER</b> | B. TELEPHONE (NO COLLECT CALLS) |                           | C. E-MAIL ADDRESS<br><b>mgdraper@fs.fed.us</b> |
|                           |                                     | AREA CODE<br><b>(208)</b>       | NUMBER<br><b>387-5610</b> | EXT.   |

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |                      |                      |                      |                   |
|---|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)   | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO.        | DATE                 | AMENDMENT NO.        | DATE              |

|  |  |
|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR<br><b>AGI Arden Solutions Inc.<br/>1015 Monmouth Street<br/>Independence OR 97351<br/>NINE DIGIT DUNS NUMBER: 797118978</b> | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or Print)<br><b>Teresa Lumberras<br/>President</b>      |
| 15B. TELEPHONE NUMBER<br>AREA CODE NUMBER EXT.   | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> |
| 17. SIGNATURE<br>  | 18. OFFER DATE<br><b>09/02/10</b>  |

### AWARD (To be completed by Government)

|   |  |                                  |
|---|--|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED<br><b>11A, 11B</b>  | 20. AMOUNT<br><b>\$160,000</b>   | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( ) | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  | ITEM<br><b>25</b>                |
| 24. ADMINISTERED BY (If other than Item 7) CODE   | 25. PAYMENT WILL BE MADE BY CODE<br><b>ATTN: INCIDENT BUSINESS - CONTRACTS<br/>ALBUQUERQUE SERVICE CENTER<br/>101B SUN AVENUE NE<br/>ALBUQUERQUE, NM 87109</b> |                                  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>MELINDA G. DRAPER</b>   | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)   | 28. AWARD DATE<br><b>4/21/11</b> |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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|   |  |  |                                     |                                |                        |
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| <b>SOLICITATION OFFER AND AWARD</b>   |  | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 350)   |                                     | RATING                         | PAGE OF PAGES<br>1 113 |
| 2. CONTRACT NUMBER<br><b>AG-024B-C-11-9003</b>  | 3. SOLICITATION NUMBER<br><b>AG-024B-S-10-9001</b> | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFF) | 5. DATE ISSUED<br><b>07/07/2010</b> | 6. REQUISITION/PURCHASE NUMBER |                        |
| 7. ISSUED BY<br><b>U.S. FOREST SERVICE - CONTRACTING<br/>NATIONAL INTERAGENCY FIRE CENTER<br/>3833 S. DEVELOPMENT AVENUE<br/>BOISE, ID 83705-5354</b> |  | 8. ADDRESS OFFER TO (if other than Item 7)   |                                     |                                |                        |

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|   |                                     |   |  |  |
|---|-------------------------------------|---|--|--|
| 10. FOR INFORMATION CALL:  | A. NAME<br><b>MELINDA G. DRAPER</b> | B. TELEPHONE (NO COLLECT CALLS)<br>AREA CODE NUMBER EXT.<br><b>(208) 387-5610</b> |  | C. E-MAIL ADDRESS<br><b>mgdraper@fs.fed.us</b> |
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### OFFER (Must be fully completed by offeror)

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compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|  |                           |                        |                           |                        |
|--|---------------------------|------------------------|---------------------------|------------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-202-8)  | 10 CALENDAR DAYS (%)      | 20 CALENDAR DAYS (%)   | 30 CALENDAR DAYS (%)      | CALENDAR DAYS (%)      |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | AMENDMENT NO.<br><b>#</b> | DATE<br><b>8/10/10</b> | AMENDMENT NO.<br><b>#</b> | DATE<br><b>8/18/10</b> |
|  | <b>#</b>                  | <b>8/12/10</b>         |                           |                        |

|   |   |  |  |
|---|---|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR<br><b>Ferguson Management Company DBA ASP Fire<br/>P.O. Box 768<br/>Albany, OR 97321</b> | 15B. TELEPHONE NUMBER<br>AREA CODE NUMBER EXT.<br><b>541 967 8425</b> | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or Print)<br><b>Donald Pollard, President</b> |
| NINE DIGIT DUNS NUMBER: <b>05440-2342</b>   |   |  |  |

|   |                                  |
|---|----------------------------------|
| 17. SIGNATURE<br><b>Donald R. Pollard</b> | 18. OFFER DATE<br><b>8/23/10</b> |
|---|----------------------------------|

### AWARD (To be completed by Government)

|   |  |                                  |
|---|--|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED<br><b>1B, 4A, 4B, 9A</b>  | 20. AMOUNT<br><b>\$320,000</b>   | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2204 (c) <input type="checkbox"/> 41 U.S.C. 253 (c) (1) | 23. SUBMIT INVOICES TO ADDRESS<br>SHOWN IN (4 copies unless otherwise specified) | ITEM<br><b>25</b>                |

|  |   |
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|--|---|

|   |  |                                 |
|---|--|---------------------------------|
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>MELINDA G. DRAPER</b> | 27. UNITED STATES OF AMERICA<br><b>Melinda G. Draper</b><br>(Signature of Contracting Officer) | 28. AWARD DATE<br><b>4/2/11</b> |
|---|--|---------------------------------|

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STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA FPMR (48 CFR) 101-11.6

|   |  |  |                                     |                                |               |
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|  | <b>1</b>             | <b>8/16/10</b>       | <b>3</b>             | <b>8/18/10</b>    |
|  | <b>2</b>             | <b>8/16/10</b>       |                      |                   |

|   |  |                                       |   |
|---|--|---------------------------------------|---|
| 15A. NAME AND ADDRESS OF OFFEROR<br><b>Firestorm W.F.S. INC.<br/>13526 Skypark Industrial Ave<br/>Chico, CA 95973</b> | CODE   | FACILITY                              | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or Print)<br><b>Jess R. Wills<br/>operations Manager</b> |
| NINE DIGIT DUNS NUMBER: <b>959840349</b>  |  |                                       |   |
| 15B. TELEPHONE NUMBER<br>AREA CODE <b>530</b> NUMBER <b>898-8153</b> EXT.   | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> | 17. SIGNATURE<br><i>Jess R. Wills</i> | 18. OFFER DATE<br><b>8/16/10</b>  |

### AWARD (To be completed by Government)

|   |                                |  |                                  |
|---|--------------------------------|--|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED<br><b>15C, 15D, 17, 18, 19</b>  | 20. AMOUNT<br><b>\$400,000</b> | 21. ACCOUNTING AND APPROPRIATION   |                                  |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( ) |                                | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  | ITEM <b>25</b>                   |
| 24. ADMINISTERED BY (If other than Item 7) CODE   |                                | 25. PAYMENT WILL BE MADE BY CODE<br><b>ATTN: INCIDENT BUSINESS - CONTRACTS<br/>ALBUQUERQUE SERVICE CENTER<br/>101B SUN AVENUE NE<br/>ALBUQUERQUE, NM 87109</b> |                                  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>MELINDA G. DRAPER</b>   |                                | 27. UNITED STATES OF AMERICA<br><i>Melinda G. Draper</i><br>(Signature of Contracting Officer)   | 28. AWARD DATE<br><b>4/21/11</b> |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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## SOLICITATION OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 350)

RATING

PAGE OF PAGES

1 113

2. CONTRACT NUMBER

AG-024B-C-11-9006

3. SOLICITATION NUMBER

AG-024B-S-10-9001

4. TYPE OF SOLICITATION

☐ SEALED BID (SFB)  
☒ NEGOTIATED (RFF)

5. DATE ISSUED

07/07/2010

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY

CODE

8. ADDRESS OFFER TO (if other than item 7)

S. FOREST SERVICE - CONTRACTING  
NATIONAL INTERAGENCY FIRE CENTER  
3833 S. DEVELOPMENT AVENUE  
BOISE, ID 83705-5354

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

## SOLICITATION

9. Sealed offers in original and (See Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 7, or if  
hand carried, in the depository located in FOREST SERVICE CONTRACTING OFFICE until 4:30 PM (C.O.B.) local time 08/20/2010

(Hour)

(Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions  
contained in this solicitation.

10. FOR  
INFORMATION  
CALL:

A. NAME

MELINDA G. DRAPER

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE

(208)

NUMBER

387-5610

EXT.

C. E-MAIL ADDRESS

mgdraper@fs.fed.us

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| X                     | C   | DESCRIPTION, SPEC., WORK/STATEMENT    | C-1     | X  | J   | LIST OF ATTACHMENTS   | J-1     |
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| X                     | H   | SPECIAL CONTRACT REQUIREMENTS         | H-1     |  |     |   |         |

## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

1. compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different  
period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite  
each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section L, Clause No. 52.232-8)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMEND-

MENTS (The offeror acknowledges receipt of  
amendments to the SOLICITATION for offerors  
and related documents numbered and  
dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

1

8/10/10

3

8/18/10

2

8/12/10

15A. NAME AND  
ADDRESS  
OF OFFER-  
OR

GFP Enterprises, Inc.  
P.O. Box 639  
Sisters, OR 97759

CODE

FACILITY

NINE DIGIT DUNS NUMBER:

13460-0183

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or Print)

Donald R. Pollard, President

15B. TELEPHONE NUMBER

541 549 8167

15C. CHECK IF REMITTANCE ADDRESS IS  
DIFFERENT FROM ABOVE - ENTER SUCH  
ADDRESS IN SCHEDULE.

17. SIGNATURE

Donald R. Pollard

18. OFFER DATE

8/23/10

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

6A, 6B, 6C, 8C, 10A, 10B, 15A, 15B

20. AMOUNT

\$640,000

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 19 U.S.C. 2394 (a)(1)☐ 41 U.S.C. 253 (a)(1)23. SUBMIT INVOICES TO ADDRESS  
SHOWN IN (4 copies unless otherwise specified)

ITEM

25

24. ADMINISTERED BY (if other than item 7)

CODE

25. PAYMENT WILL BE MADE BY

CODE

ATTN: INCIDENT BUSINESS - CONTRACTS  
ALBUQUERQUE SERVICE CENTER  
101B SUN AVENUE NE  
ALBUQUERQUE, NM 87109

26. NAME OF CONTRACTING OFFICER (Type or print)

MELINDA G. DRAPER

27. UNITED STATES OF AMERICA

Melinda G. Draper  
(Signature of Contracting Officer)

28. AWARD DATE

4/21/11

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

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Prescribed by GSA FAR (48 CFR) 53.214(c)



|   |  |  |                                     |                                |                     |
|---|--|--|-------------------------------------|--------------------------------|---------------------|
| <b>SOLICITATION OFFER AND AWARD</b>   |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)  |                                     | RATING                         | PAGE 1 OF 113 PAGES |
| 2. CONTRACT NUMBER<br><b>AG-024B-C-11-9007</b>  | 3. SOLICITATION NUMBER<br><b>AG-024B-S-10-9001</b> | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED<br><b>07/07/2010</b> | 6. REQUISITION/PURCHASE NUMBER |                     |
| 7. ISSUED BY<br>U.S. FOREST SERVICE – CONTRACTING<br>NATIONAL INTERAGENCY FIRE CENTER<br>3833 S. DEVELOPMENT AVENUE<br>BOISE, ID 83705-5354 |  | 8. ADDRESS OFFER TO (If other than Item 7)   |                                     |                                |                     |

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

### SOLICITATION

9. Sealed offers in original and (See Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in **FOREST SERVICE CONTRACTING OFFICE** until **4:30 PM (C.O.B.)** local time **08/20/2010**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

|                           |                                     |                                 |                           |  |
|---------------------------|-------------------------------------|---------------------------------|---------------------------|--|
| 10. FOR INFORMATION CALL: | A. NAME<br><b>MELINDA G. DRAPER</b> | B. TELEPHONE (NO COLLECT CALLS) |                           | C. E-MAIL ADDRESS<br><b>mgdraper@fs.fed.us</b> |
|                           |                                     | AREA CODE<br><b>(208)</b>       | NUMBER<br><b>387-5610</b> | EXT.   |

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| X                     | G    | CONTRACT ADMINISTRATION DATA          | G-1     | X  | M    | EVALUATION FACTORS FOR AWARD                                     | M-1     |
| X                     | H    | SPECIAL CONTRACT REQUIREMENTS         | H-1     |  |      |  |         |

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|  |                      |                      |                      |                   |
|--|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)  | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO.        | DATE                 | AMENDMENT NO.        | DATE              |

|  |  |
|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR<br><b>Grayback Forestry, Inc.<br/>PO Box 838 - 1150 Ort Lane<br/>Merlin, OR 97532</b> | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or Print)<br><b>Michael D. Wheelock - President</b> |
| NINE DIGIT DUNS NUMBER: 095013975  |  |

|   |  |   |                                  |
|---|--|---|----------------------------------|
| 15B. TELEPHONE NUMBER<br>AREA CODE <b>541</b> NUMBER <b>476-0033</b> EXT. | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> | 17. SIGNATURE<br><i>Michael D. Wheelock</i> | 18. OFFER DATE<br><b>8-17-10</b> |
|---|--|---|----------------------------------|

### AWARD (To be completed by Government)

|   |                                |  |                                  |
|---|--------------------------------|--|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED<br><b>3A, 3B, 5A, 5B, 7A, 7B, 7C, 8A, 8B, 12A</b>   | 20. AMOUNT<br><b>\$580,000</b> | 21. ACCOUNTING AND APPROPRIATION   |                                  |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( ) |                                | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  | ITEM<br><b>25</b>                |
| 24. ADMINISTERED BY (If other than Item 7) CODE   |                                | 25. PAYMENT WILL BE MADE BY CODE<br><b>ATTN: INCIDENT BUSINESS – CONTRACTS<br/>ALBUQUERQUE SERVICE CENTER<br/>101B SUN AVENUE NE<br/>ALBUQUERQUE, NM 87109</b> |                                  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>MELINDA G. DRAPER</b>   |                                | 27. UNITED STATES OF AMERICA<br><i>Melinda G. Draper</i><br>(Signature of Contracting Officer)   | 28. AWARD DATE<br><b>4/21/11</b> |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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|   |  |  |                                     |                                |                     |
|---|--|--|-------------------------------------|--------------------------------|---------------------|
| <b>SOLICITATION OFFER AND AWARD</b>   |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)  |                                     | RATING                         | PAGE 1 OF 113 PAGES |
| 2. CONTRACT NUMBER<br><b>AG-024B-C-11-9008</b>  | 3. SOLICITATION NUMBER<br><b>AG-024B-S-10-9001</b> | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED<br><b>07/07/2010</b> | 6. REQUISITION/PURCHASE NUMBER |                     |
| 7. ISSUED BY<br><b>U.S. FOREST SERVICE - CONTRACTING<br/>NATIONAL INTERAGENCY FIRE CENTER<br/>3833 S. DEVELOPMENT AVENUE<br/>BOISE, ID 83705-5354</b> |  | 8. ADDRESS OFFER TO (If other than Item 7)   |                                     |                                |                     |

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### SOLICITATION

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|                           |                                     |   |  |
|---------------------------|-------------------------------------|---|--|
| 10. FOR INFORMATION CALL: | A. NAME<br><b>MELINDA G. DRAPER</b> | B. TELEPHONE (NO COLLECT CALLS)<br>AREA CODE <b>(208)</b> NUMBER <b>387-5610</b> EXT. | C. E-MAIL ADDRESS<br><b>mgdraper@fs.fed.us</b> |
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|  |                      |                      |                      |                   |
|--|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)   | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO.        | DATE                 | AMENDMENT NO.        | DATE              |
|  | <b>1</b>             | <b>8/10/10</b>       | <b>3</b>             | <b>8/18/10</b>    |
|  | <b>2</b>             | <b>8/12/10</b>       |                      |                   |

|  |  |
|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR<br><b>LOST RIVER FIRE MGT.SVCS. INC.<br/>P.O. BOX 933, MERRILL, OREGON 97633</b>      | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)<br><b>CLAREN NILSSON PRESIDENT</b> |
| NINE DIGIT DUNS NUMBER: <b>965136153</b>   |  |
| 15B. TELEPHONE NUMBER<br>AREA CODE <b>541</b> NUMBER <b>273-4737</b> EXT.  | 17. SIGNATURE<br><i>Claren Nilsson</i>   |
| 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> | 18. OFFER DATE<br><b>8/17/10</b><br><b>8/17/10</b>   |

### AWARD (To be completed by Government)

|   |  |                                  |
|---|--|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED<br><b>16</b>  | 20. AMOUNT<br><b>\$80,000</b>  | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( ) | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  | ITEM<br><b>25</b>                |
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| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>MELINDA G. DRAPER</b>   | 27. UNITED STATES OF AMERICA<br><i>Melinda G Draper</i><br>(Signature of Contracting Officer)  | 28. AWARD DATE<br><b>4/21/11</b> |

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### SOLICITATION

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(Hour) (Date)

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|                           |                                     |                                 |  |
|---------------------------|-------------------------------------|---------------------------------|--|
| 10. FOR INFORMATION CALL: | A. NAME<br><b>MELINDA G. DRAPER</b> | B. TELEPHONE (NO COLLECT CALLS) | C. E-MAIL ADDRESS<br><b>mgdraper@fs.fed.us</b> |
|                           | AREA CODE<br><b>(208)</b>           | NUMBER<br><b>387-5610</b>       | EXT.   |

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### OFFER (Must be fully completed by offeror)

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2. In compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|  |                      |                      |                      |                   |
|--|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)  | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO.        | DATE                 | AMENDMENT NO.        | DATE              |
|  | <b>01</b>            | <b>8/10/2010</b>     | <b>03</b>            | <b>8/18/2010</b>  |
|  | <b>02</b>            | <b>8/12/2010</b>     |                      |                   |

|                                  |   |  |
|----------------------------------|---|--|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE<br><b>Miller Timber Services Inc</b><br><b>PO Box 638</b><br><b>Philomath OR 97370</b><br>NINE DIGIT DUNS NUMBER: <b>16-123-6146</b> | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or Print)<br><b>Susan I Neuman</b><br><b>Assist Secretary</b> |
| 15B. TELEPHONE NUMBER            | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE.  | 17. SIGNATURE  |
| AREA CODE<br><b>541</b>          | NUMBER<br><b>229-2840</b>   | <b>Susan I Neuman</b>  |
| EXT.                             |   | 18. OFFER DATE<br><b>8/18/2010</b>   |

### AWARD (To be completed by Government)

|   |                                |  |
|---|--------------------------------|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED<br><b>2A, 2B</b>  | 20. AMOUNT<br><b>\$160,000</b> | 21. ACCOUNTING AND APPROPRIATION   |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( ) |                                | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>ITEM 25</b>   |
| 24. ADMINISTERED BY (If other than Item 7) CODE   |                                | 25. PAYMENT WILL BE MADE BY CODE<br><b>ATTN: INCIDENT BUSINESS – CONTRACTS</b><br><b>ALBUQUERQUE SERVICE CENTER</b><br><b>101B SUN AVENUE NE</b><br><b>ALBUQUERQUE, NM 87109</b> |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>MELINDA G. DRAPER</b>   |                                | 27. UNITED STATES OF AMERICA<br><b>Melinda G Draper</b><br>(Signature of Contracting Officer)  |
|   |                                | 28. AWARD DATE<br><b>4/21/11</b>   |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Prescribed by GSA FAR (48 CFR) 53.214(c)

|   |   |  |                              |                                |                     |
|---|---|--|------------------------------|--------------------------------|---------------------|
| <b>SOLICITATION OFFER AND AWARD</b>   |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)  |                              | RATING                         | PAGE 1 OF 113 PAGES |
| 2. CONTRACT NUMBER<br>AG-024B-C-11-9010   | 3. SOLICITATION NUMBER<br>AG-024B-S-10-9001 | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED<br>07/07/2010 | 6. REQUISITION/PURCHASE NUMBER |                     |
| 7. ISSUED BY<br>U.S. FOREST SERVICE - CONTRACTING<br>NATIONAL INTERAGENCY FIRE CENTER<br>3833 S. DEVELOPMENT AVENUE<br>BOISE, ID 83705-5354 |   | 8. ADDRESS OFFER TO (If other than Item 7)   |                              |                                |                     |

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

### SOLICITATION

9. Sealed offers in original and (See Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in **FOREST SERVICE CONTRACTING OFFICE** until **4:30 PM (C.O.B.)** local time **08/20/2010**

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

|                           |                              |   |   |
|---------------------------|------------------------------|---|---|
| 10. FOR INFORMATION CALL: | A. NAME<br>MELINDA G. DRAPER | B. TELEPHONE (NO COLLECT CALLS)<br>AREA CODE (208) NUMBER 387-5610 EXT. | C. E-MAIL ADDRESS<br>mgdraper@fs.fed.us |
|---------------------------|------------------------------|---|---|

### 11. TABLE OF CONTENTS

| (X)                   | SEC. | DESCRIPTION                           | PAGE(S) | (X)  | SEC. | DESCRIPTION  | PAGE(S) |
|-----------------------|------|---------------------------------------|---------|--|------|--|---------|
| PART I - THE SCHEDULE |      |                                       |         | PART II - CONTRACT CLAUSES                               |      |  |         |
| X                     | A    | SOLICITATION/CONTRACT FORM            | -       | X  | I    | CONTRACT CLAUSES   | I-1     |
| X                     | B    | SUPPLIES OR SERVICES AND PRICES/COSTS | B-1     | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |      |  |         |
| X                     | C    | DESCRIPTION/SPECS./WORK/STATEMENT     | C-1     | X  | J    | LIST OF ATTACHMENTS  | J-1     |
| X                     | D    | PACKAGING AND MARKING                 | D-1     | PART IV - REPRESENTATIONS AND INSTRUCTIONS               |      |  |         |
| X                     | E    | INSPECTION AND ACCEPTANCE             | E-1     | X  | K    | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | K-1     |
| X                     | F    | DELIVERIES OR PERFORMANCE             | F-1     | X  | L    | INSTRS., CONDS., AND NOTICES TO OFFERORS                         | L-1     |
| X                     | G    | CONTRACT ADMINISTRATION DATA          | G-1     | X  | M    | EVALUATION FACTORS FOR AWARD                                     | M-1     |
| X                     | H    | SPECIAL CONTRACT REQUIREMENTS         | H-1     |  |      |  |         |

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|  |                               |                               |                               |                            |
|--|-------------------------------|-------------------------------|-------------------------------|----------------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)   | 10 CALENDAR DAYS (%) <b>0</b> | 20 CALENDAR DAYS (%) <b>0</b> | 30 CALENDAR DAYS (%) <b>0</b> | CALENDAR DAYS (%) <b>0</b> |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO.                 | DATE                          | AMENDMENT NO.                 | DATE                       |
|  | <b>#1</b>                     | <b>8/10/2010</b>              | <b>#3</b>                     | <b>8/10/2010</b>           |
|  | <b>#2</b>                     | <b>8/12/2010</b>              |                               |                            |

|   |   |   |  |
|---|---|---|--|
| 15A. NAME AND ADDRESS OF OFFEROR<br><b>Pacific Oasis Inc.<br/>1575 E. Nevada St.<br/>Ashland Or 97529</b> | 15B. TELEPHONE NUMBER<br>AREA CODE <b>541</b> NUMBER <b>821-5439</b> EXT. | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)<br><b>Stephen Dadds<br/>Pres. P.O.I.</b> |
| NINE DIGIT DUNS NUMBER: <b>942259896</b>  |   | 17. SIGNATURE<br><i>[Signature]</i>   | 18. OFFER DATE<br><b>8/21/10</b>   |

### AWARD (To be completed by Government)

|   |  |                                  |
|---|--|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED<br><b>14</b>  | 20. AMOUNT<br><b>\$80000</b>   | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( ) | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  | ITEM <b>25</b>                   |
| 24. ADMINISTERED BY (If other than Item 7) CODE   | 25. PAYMENT WILL BE MADE BY CODE<br><b>ATTN: INCIDENT BUSINESS - CONTRACTS<br/>ALBUQUERQUE SERVICE CENTER<br/>101B SUN AVENUE NE<br/>ALBUQUERQUE, NM 87109</b> |                                  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>MELINDA G. DRAPER</b>   | 27. UNITED STATES OF AMERICA<br><i>Melinda G. Draper</i><br>(Signature of Contracting Officer)   | 28. AWARD DATE<br><b>4/21/11</b> |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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|  |   |  |                              |                                |               |
|--|---|--|------------------------------|--------------------------------|---------------|
| <b>SOLICITATION OFFER AND AWARD</b>  |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)  |                              | RATING                         | PAGE 1 OF 113 |
| 2. CONTRACT NUMBER<br>AG-024B-C-11-9011  | 3. SOLICITATION NUMBER<br>AG-024B-S-10-9001 | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED<br>07/07/2010 | 6. REQUISITION/PURCHASE NUMBER |               |
| ISSUED BY<br>U.S. FOREST SERVICE - CONTRACTING<br>NATIONAL INTERAGENCY FIRE CENTER<br>3833 S. DEVELOPMENT AVENUE<br>BOISE, ID 83705-5354 |   | 8. ADDRESS OFFER TO (If other than Item 7)   |                              |                                |               |

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

### SOLICITATION

9. Sealed offers in original and (See Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in **FOREST SERVICE CONTRACTING OFFICE** until **4:30 PM (C.O.B.)** local time **08/20/2010**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

|                           |                                     |                                 |                    |  |
|---------------------------|-------------------------------------|---------------------------------|--------------------|--|
| 10. FOR INFORMATION CALL: | A. NAME<br><b>MELINDA G. DRAPER</b> | B. TELEPHONE (NO COLLECT CALLS) |                    | C. E-MAIL ADDRESS<br><b>mgdraper@fs.fed.us</b> |
|                           |                                     | AREA CODE<br>(208)              | NUMBER<br>387-5610 | EXT.   |

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| X                     | G    | CONTRACT ADMINISTRATION DATA          | G-1     | X  | M    | EVALUATION FACTORS FOR AWARD                                     | M-1     |
| X                     | H    | SPECIAL CONTRACT REQUIREMENTS         | H-1     |  |      |  |         |

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.  
compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |  |                                     |                                 |                   |
|---|--|-------------------------------------|---------------------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)   | 10 CALENDAR DAYS (%)   | 20 CALENDAR DAYS (%)                | 30 CALENDAR DAYS (%)            | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):                       | AMENDMENT NO.  | DATE                                | AMENDMENT NO.                   | DATE              |
|   | #1   | 8/10/10                             | #3                              | 8/18/10           |
|   | #2   | 8/12/10                             |                                 |                   |
| 15A. NAME AND ADDRESS OF OFFEROR<br><b>Patrick Environmental Inc, dba Patrick Corp.</b><br><b>PO Box 758</b><br><b>Redmond OR 97756</b><br>NINE DIGIT DUNS NUMBER: <b>03-080-4710</b> | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or Print)<br><b>Rickey L. Dice</b> <b>President</b>     |                                     |                                 |                   |
| 15B. TELEPHONE NUMBER<br>AREA CODE <b>541</b> NUMBER <b>923-0708</b> EXT.   | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> | 17. SIGNATURE<br><i>[Signature]</i> | 18. OFFER DATE<br><b>9/3/10</b> |                   |

### AWARD (To be completed by Government)

|   |                                |  |                                  |
|---|--------------------------------|--|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED<br><b>1A, 6D, 9B, 13A, 13B, 20A, 20B</b>  | 20. AMOUNT<br><b>\$560,000</b> | 21. ACCOUNTING AND APPROPRIATION   |                                  |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( ) |                                | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  | ITEM<br><b>25</b>                |
| 24. ADMINISTERED BY (If other than Item 7) CODE   |                                | 25. PAYMENT WILL BE MADE BY CODE<br><b>ATTN: INCIDENT BUSINESS - CONTRACTS</b><br><b>ALBUQUERQUE SERVICE CENTER</b><br><b>101B SUN AVENUE NE</b><br><b>ALBUQUERQUE, NM 87109</b> |                                  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><b>MELINDA G. DRAPER</b>   |                                | 27. UNITED STATES OF AMERICA<br><i>[Signature]</i><br>(Signature of Contracting Officer)   | 28. AWARD DATE<br><b>4/21/11</b> |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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## **SECTION B SUPPLIES OR SERVICES AND PRICE/COSTS**

### **PART I - THE SCHEDULE**

#### **B.1 PRICING AND ESTIMATED QUANTITY**

The multiple award contracts that result from this solicitation will be of an Indefinite Delivery-Indefinite Quantity type, with fixed-price hourly rates for Type 2-IA Firefighter Crews and may include fixed-price daily rates for Optional Items as identified in Section B.2. Due to the nature of the requirement, contract quantities cannot be accurately estimated. Many variables determine the severity and length of any given fire season, including weather and local or regional long-term climate trends such as drought or unusually wet periods. These variables cannot be quantified over the long term for purposes of contract cost estimation. The Government's hypothetical quantities are based on the historical average total assignment days received per season per crew. The historical seasonal average days assigned per crew working under predecessor contracts during 2006, 2007, 2008, and 2009 was approximately 50 days. The average individual assignment duration during this period was 8 days. Given a 14-hour shift, the estimated average quantity of work hours per person per season is 700 hours. This average is not a representation of any implied minimum quantity to be ordered or guarantee to be paid. This acquisition is 100% Set-Aside for Small Business Concerns. (See Section K.1(a) and K.8).

The Government is required to place orders for, and the Contractor to furnish, at least the stated minimum quantity identified in Section B.4 Minimum and Maximum Contract Amounts. If ordered, the Contractor must furnish any additional quantities required, not to exceed the stated maximum. The minimum and maximum quantity may include any combination of assignments for Fire Suppression, All-Hazard, Severity/Preparedness, or Project Work. Determination of quantities ordered by Government and delivered by the Contractor will be based on the cumulative orders accepted during the base period and each potential option period. (See Section I.6 Option to Extend the Term of the Contract).

Offerors must complete Section B.5 Type 2-IA Firefighter Crew Rates for the Base Period and all potential Option Periods for each Contract Line Item Number (CLIN) for which the Offeror wishes to be considered. Offerors may propose one, any, or all of the CLINs listed in Section B.3 Schedule of Items. Offerors will be considered only for those CLINs that the Offeror has identified and offered pricing. Offerors shall state the total maximum number of CLINs they are able to accept. Offerors must also clearly state the maximum number of crews they wish to be considered for by Host Unit Coordination Center. For example if you are proposing several crews but do not wish to have more than one crew at the same Host Unit Coordination Center. The Government reserves the right to award any, all, or none of the CLINs. The Government reserves the right to award to any of the Offeror's proposed CLINs based on the best value and needs of the Government.

Offeror's proposed fixed-price hourly rates shall include, but are not limited to, all labor, equipment, materials, State and Federal taxes including workman's compensation costs, insurance coverage, non compensable transportation costs, overhead, and profit.

Pricing for Project Work is not requested through this Solicitation and will not be evaluated for contract award purposes. Task Orders for optional Project Work will be competed per the guidelines in Section C.13 Ordering Procedure for Project Work.

## **SECTION B**

### **SUPPLIES OR SERVICES AND PRICE/COSTS**

The Designated Dispatch Point (DDP) for each crew will be the contractually approved physical location for the crew during the Mandatory Availability Period (MAP). A physical address (no PO Boxes) must be provided by the Contractor within 30 calendar days after contract award for each CLIN awarded. The address provided must be within the maximum air mileage radius identified in the Schedule of Items for each Host Unit Coordination Center. Offerors are advised to carefully evaluate their ability to position crews prior to submission of offers. Proposed crew DDP locations that fall outside the identified maximum radius will not be accepted. Any subsequent change to the crew's DDP address must be approved by the Contracting Officer through the issuance of a contract modification.

#### **B.2 OPTIONAL ITEMS**

If proposing Optional Items, use Section B.6 Optional Item Rates to provide fixed-price daily rates for Optional Items as identified. The Government may or may not award any proposed Optional Items. Federal Agencies listed in Section C.2(a) may order, in accordance with Agency policies and procedures, the Optional Items identified in the Schedule of Items of the awarded crew contract. Optional Items may only be ordered if required at the same incident where the crew is assigned and in direct support of the work being performed by that crew. All authorized orders for Optional Items must be documented on an Equipment Resource Order and are subject to the delivery requirements as stated therein.

Only the following Optional Items as identified in the awarded Schedule of Items may be ordered through any contract resulting from this solicitation:

- Chainsaw with Kit
- Drip Torch
- Leaf Blower

After contract award the Government will not accept any new/additional proposals from Contractors for Optional Items and Contractors will not be allowed to "sell" other Optional Items at fires/incidents. At no time shall any Government official order Optional Items such as engines, trucks, vans, 4X4 vehicles, etc. under any contract resulting from this solicitation.

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.3 SCHEDULE OF ITEMS**

| <b>SCHEDULE OF ITEMS</b>                            |     |   |                                  |                                   |
|---|-----|---|----------------------------------|-----------------------------------|
| <b>NATIONAL TYPE 2-IA FIREFIGHTER CREW SERVICES</b> |     |   |                                  |                                   |
| CLIN  | QTY | MAXIMUM<br>DISTANCE<br>CREW FROM<br>HOST UNIT** | HOST UNIT<br>COORDINATION CENTER | MANDATORY<br>AVAILABILITY PERIOD* |
| <b>PACIFIC NORTHWEST, USFS REGION 6</b>             |     |   |                                  |                                   |
| 1A  | 1   | 50 miles  | WA-CWC, Wenatchee, WA            | 7/15 – 8/30                       |
| 1B  | 1   | 50 miles  | WA-CWC, Wenatchee, WA            | 7/15 – 8/30                       |
| 2A  | 1   | 50 miles  | WA-NEC, Colville WA              | 7/15 – 8/30                       |
| 2B  | 1   | 50 miles  | WA-NEC, Colville WA              | 7/15 – 8/30                       |
| 3A  | 1   | 50 miles  | OR-NOC, La Grande, OR            | 7/15 – 8/30                       |
| 3B  | 1   | 50 miles  | OR-NOC, La Grande, OR            | 7/15 – 8/30                       |
| 4A  | 1   | 50 miles  | OR-NOC, Pendleton, OR            | 7/15 – 8/30                       |
| 4B  | 1   | 50 miles  | OR-NOC, Pendleton, OR            | 7/15 – 8/30                       |
| 5A  | 1   | 50 miles  | OR-JDCC, John Day, OR            | 7/15 – 8/30                       |
| 5B  | 1   | 50 miles  | OR-JDCC, John Day, OR            | 7/15 – 8/30                       |
| 6A  | 1   | 50 miles  | OR-COC, Prineville, OR           | 7/15 – 8/30                       |
| 6B  | 1   | 50 miles  | OR-COC, Prineville, OR           | 7/15 – 8/30                       |
| 6C  | 1   | 50 miles  | OR-COC, Prineville, OR           | 7/15 – 8/30                       |
| 6D  | 1   | 50 miles  | OR-COC, Prineville, OR           | 7/15 – 8/30                       |
| 7A  | 1   | 50 miles  | OR-MIC, Medford, OR              | 7/15 – 8/30                       |
| 7B  | 1   | 50 miles  | OR-MIC, Medford, OR              | 7/15 – 8/30                       |
| 7C  | 1   | 50 miles  | OR-MIC, Medford, OR              | 7/15 – 8/30                       |
| 8A  | 1   | 50 miles  | OR-KFC, Klamath Falls, OR        | 7/15 – 8/30                       |
| 8B  | 1   | 50 miles  | OR-KFC, Klamath Falls, OR        | 7/15 – 8/30                       |
| 8C  | 1   | 50 miles  | OR-KFC, Klamath Falls, OR        | 7/15 – 8/30                       |
| 9A  | 1   | 50 miles  | OR-EIC, Eugene, OR               | 7/15 – 8/30                       |
| 9B  | 1   | 50 miles  | OR-EIC, Eugene, OR               | 7/15 – 8/30                       |
| 10A   | 1   | 50 miles  | OR-LIF, Lakeview, OR             | 7/15 – 8/30                       |
| 10B   | 1   | 50 miles  | OR-LIF, Lakeview, OR             | 7/15 – 8/30                       |



**SECTION B  
SUPPLIES OR SERVICES AND PRICE/COSTS**

| <b>SCHEDULE OF ITEMS – Continued<br/>NATIONAL TYPE 2-IA FIREFIGHTER CREW SERVICES</b> |     |   |   |                                   |
|---|-----|---|---|-----------------------------------|
| CLIN  | QTY | MAXIMUM<br>DISTANCE<br>CREW FROM<br>HOST UNIT** | HOST UNIT<br>COORDINATION CENTER                | MANDATORY<br>AVAILABILITY PERIOD* |
| <b>NORTHERN ROCKIES, USFS REGION 1</b>  |     |   |   |                                   |
| 11A   | 1   | 50 miles  | Idaho Panhandle NF, Coeur d'Alene, ID           | 8/1-9/15                          |
| 11B   | 1   | 50 miles  | Idaho Panhandle NF, Coeur d'Alene, ID           | 8/1-9/15                          |
| 12A   | 1   | 50 miles  | Lolo National Forest, Missoula, MT              | 8/1-9/15                          |
| 12B   | 1   | 50 miles  | Lolo National Forest, Missoula, MT              | 8/1-9/15                          |
| <b>GREAT BASIN, USFS REGION 4</b>   |     |   |   |                                   |
| 13A   | 1   | 50 miles  | Boise National Forest, Boise ID                 | 7/15-8/30                         |
| 13B   | 1   | 50 miles  | Boise National Forest, Boise ID                 | 7/15-8/30                         |
| 14  | 1   | 50 miles  | Caribou-Targhee National Forest, Idaho Falls ID | 7/15-8/30                         |
| <b>PACIFIC SOUTHWEST, USFS REGION 5</b>   |     |   |   |                                   |
| 15A   | 1   | 100 miles                                       | Shasta-Trinity National Forest, Redding, CA     | 4/1 - 5/15 & 10/1 - 11/15         |
| 15B   | 1   | 100 miles                                       | Shasta-Trinity National Forest, Redding, CA     | 4/1 - 5/15 & 10/1 - 11/15         |
| 15C   | 1   | 100 miles                                       | Shasta-Trinity National Forest, Redding, CA     | 4/1 - 5/15 & 10/1 - 11/15         |
| 15D   | 1   | 100 miles                                       | Shasta-Trinity National Forest, Redding, CA     | 4/1 - 5/15 & 10/1 - 11/15         |
| 16  | 1   | 80 miles  | Modoc National Forest, Alturas, CA              | 8/1 - 9/15                        |
| 17  | 1   | 150 miles                                       | Plumas National Forest, Quincy, CA              | 7/1 - 8/15                        |
| 18  | 1   | 150 miles                                       | Plumas National Forest, Quincy, CA              | 7/1 - 8/15                        |
| 19  | 1   | 75 miles  | Lassen National Forest, Fall River Mills, CA    | 7/1 - 8/15                        |
| <b>SOUTHEAST, USFS REGION 8</b>   |     |   |   |                                   |
| 20A   | 1   | 200 miles                                       | National Forests in North Carolina              | 3/15 - 4/30 & 10/15 - 11/30       |
| 20B   | 1   | 200 miles                                       | National Forests in North Carolina              | 3/15 - 4/30 & 10/15 - 11/30       |

\* Beginning and ending dates may only be adjusted by the Contracting Officer through the issuance of a contract modification.

\*\* For purposes of establishing the Designated Dispatch Point (DDP), the maximum distance is based on the location of the Host Unit Coordination Center as the starting point. The physical address of each DDP shall be within the specified air miles listed for each contract line item.

**B.4 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73)(FEB 1988)**

During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of \$80,000.00, but not in excess of \$20,000,000.00.

Note: Minimum quantity is for each contract period, per contract line item. Maximum quantity to include the Base Period and all Option Periods per contract line item.

**NATIONAL TYPE 2-IA FIREFIGHTER CREWS**

Per contract Section F.2, the pricing shown in this table is in effect through December 31, 2011

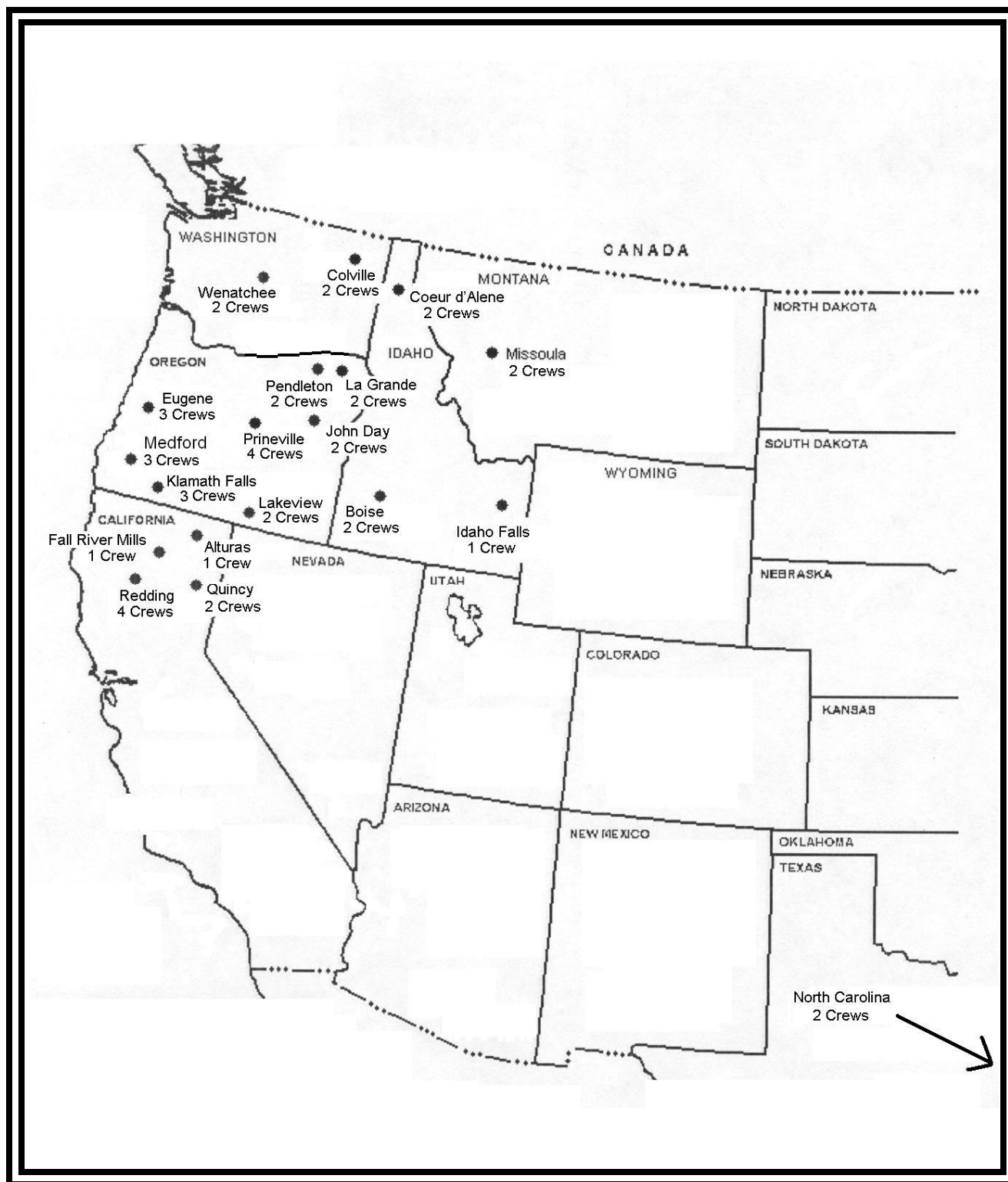
| Contractor  | Crew No. | Host Unit Coordination Center   | Designated Dispatch Point                    | Mandatory Availability Period | 2011 Rate /Person /Hour |
|---|----------|---|--|-------------------------------|-------------------------|
| <b>A.S.I. Arden Solutions, Inc</b><br>Contract No. AG-024B-C-11-9002<br><br>1015 Monmouth St<br>Independence, OR 97351-1324<br><br>Phone: (503) 838-1006<br>Fax: (503) 838-2676       | NCC-11A  | Idaho Panhandle NF, Coeur d'Alene, ID   | 131 E. Poplar Ave, Couer d' Alene, ID 83814  | 08/01 - 09/15                 | \$37.00                 |
|   | NCC-11B  | Idaho Panhandle NF, Coeur d'Alene, ID   | 131 E. Poplar Ave, Couer d' Alene, ID 83814  | 08/01 - 09/15                 | \$37.00                 |
|   |          | *Optional Items   |  |                               |                         |
|   |          | *Chainsaw w/Kit: \$50.00 /Day<br>*Drip Torch: \$10.00 /Day  |  |                               |                         |
| <b>ASP Fire</b><br>Contract No. AG-024B-C-11-9003<br><br>606 S W Queen Ave<br>Albany, OR 97321-7397<br><br>Phone: (541) 967-8425<br>Fax: (541) 924-1872                               | NCC-1B   | WA-CWC, Wenatchee, WA   | 5981 Vantage Hwy, Ellensburg, WA 98869       | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-4A   | OR-NOC, Pendleton, OR   | 306 34th St, Pendleton, OR 97801             | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-4B   | OR-NOC, Pendleton, OR   | 306 34th St, Pendleton, OR 97801             | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-9A   | OR-EIC, Eugene, OR  | 606 S W Queen Ave, Albany, OR 97321          | 07/15 - 08/30                 | \$35.90                 |
|   |          | *Optional Items<br>*Chainsaw w/Kit: \$50.00 /Day<br>*Drip Torch: \$15.00 /Day                               |  |                               |                         |
| <b>Firestorm Wildland Fire</b><br>Contract No. AG-024B-C-11-9005<br><br>13526 Skypark Industrial Ave<br>Chico, CA 95973-8859<br><br>Phone: (530) 898-8153<br>Fax: (530) 898-8579      | NCC-15C  | Shasta Trinity NF, Redding, CA  | 6000 Bellevue Ln, Anderson, CA 96007         | 04/01-05/15 & 10/01-11/15     | \$37.00                 |
|   | NCC-15D  | Shasta Trinity NF, Redding, CA  | 6000 Bellevue Ln, Anderson, CA 96007         | 04/01-05/15 & 10/01-11/15     | \$37.00                 |
|   | NCC-17   | Plumas NF, Quincy, CA   | 1100 Fortress St, Chico, CA 95973            | 07/01 - 08/15                 | \$37.00                 |
|   | NCC-18   | Plumas NF, Quincy, CA   | 6000 Bellevue Ln, Anderson, CA 96007         | 07/01 - 08/15                 | \$37.00                 |
|   | NCC-19   | Lassen NF, Falls River Mills, CA  | 6000 Bellevue Ln, Anderson, CA 96007         | 07/01 - 08/15                 | \$37.00                 |
|   |          | *Optional Items<br>*Chainsaw w/Kit: \$25.00 /Day<br>*Drip Torch: \$10.00 /Day                               |  |                               |                         |
| <b>GFP Enterprises, Inc.</b><br>Contract No. AG-024B-C-11-9006<br><br>307 Sisters Park Dr<br>Sisters, OR 97759-0100<br><br>Phone: (541) 549-8167<br>Fax: (541) 549-8129               | NCC-6A   | OR-COC, Prineville, OR  | 307 Sisters Park Dr, Sisters, OR 97759       | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-6B   | OR-COC, Prineville, OR  | 307 Sisters Park Dr, Sisters, OR 97759       | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-6C   | OR-COC, Prineville, OR  | 307 Sisters Park Dr, Sisters, OR 97759       | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-8C   | OR-KFC, Klamath Falls, OR   | 2717 Orindale Rd, Klamath Falls, OR 97601    | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-10A  | OR-LIF, Lakeview, OR  | 1250 S. 12th St, Lakview, OR 97630           | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-10B  | OR-LIF, Lakeview, OR  | 1250 S. 12th St, Lakview, OR 97630           | 07/15 - 08/30                 | \$35.90                 |
|   | NCC-15A  | Shasta Trinity NF, Redding, CA  | 702 St. Marks St, Redding, CA 96003          | 04/01-05/15 & 10/01-11/15     | \$35.90                 |
|   | NCC-15B  | Shasta Trinity NF, Redding, CA  | 702 St. Marks St, Redding, CA 96003          | 04/01-05/15 & 10/01-11/15     | \$35.90                 |
|   |          | *Optional Items<br>*Chainsaw w/Kit: \$50.00 /Day<br>*Drip Torch: \$15.00 /Day                               |  |                               |                         |
|   |          |   |  |                               |                         |
| <b>Grayback Forestry, Inc.</b><br>Contract No. AG-024B-C-11-9007<br><br>1150 Ort Ln<br>Merlin, OR 97532-8802<br><br>Phone: (541) 476-0033<br>Fax: (541) 476-0162                      | NCC-3A   | OR-NOC, LaGrande, OR  | 3613 Hwy 30, La Grande, OR 97850             | 07/15 - 08/30                 | \$38.40                 |
|   | NCC-3B   | OR-NOC, LaGrande, OR  | 3613 Hwy 30, La Grande, OR 97850             | 07/15 - 08/30                 | \$36.40                 |
|   | NCC-5A   | OR-JDCC, John Day, OR   | 405 N. Canyon Blvd, Canyon City, OR 97820    | 07/15 - 08/30                 | \$36.40                 |
|   | NCC-5B   | OR-JDCC, John Day, OR   | 405 N. Canyon Blvd, Canyon City, OR 97820    | 07/15 - 08/30                 | \$35.40                 |
|   | NCC-7A   | OR-MIC, Medford, OR   | 1150 Ort Ln, Merlin, OR 97532                | 07/15 - 08/30                 | \$32.40                 |
|   | NCC-7B   | OR-MIC, Medford, OR   | 1150 Ort Ln, Merlin, OR 97532                | 07/15 - 08/30                 | \$32.40                 |
|   | NCC-7C   | OR-MIC, Medford, OR   | 1150 Ort Ln, Merlin, OR 97532                | 07/15 - 08/30                 | \$32.40                 |
|   | NCC-8A   | OR-KFC, Klamath Falls, OR   | 2275 Dead Indian Mem. Rd, Ashland, OR 97520  | 07/15 - 08/30                 | \$35.40                 |
|   | NCC-8B   | OR-KFC, Klamath Falls, OR   | 2275 Dead Indian Mem. Rd, Ashland, OR 97520  | 07/15 - 08/30                 | \$35.40                 |
|   | NCC-12A  | Lolo NF, Missoula, MT   | 6240 Industrial Rd, Missoula, MT 59808       | 08/01 - 09/15                 | \$36.40                 |
|   | NCC-12B  | Lolo NF, Missoula, MT   | 6240 Industrial Rd, Missoula, MT 59808       | 08/01 - 09/15                 | \$38.40                 |
|   |          | *Optional Items<br>*Chainsaw w/Kit: \$35.00 /Day<br>*Drip Torch: \$5.00 /Day                                |  |                               |                         |
|   |          |   |  |                               |                         |
|   |          |   |  |                               |                         |
| <b>Lost River Fire Management Services, Inc</b><br>Contract No. AG-024B-C-11-9008<br><br>910 E Front St<br>Merrill, OR 97633-9716<br><br>Phone: (541) 273-4737<br>Fax: (541) 273-2863 | NCC-16   | Modoc NF, Alturas, CA   | 16801 Stateline Rd, Merrill, OR 97633        | 08/01 - 09/15                 | \$38.00                 |
|   |          | *Optional Items<br>*Chainsaw w/Kit: \$ No Charge<br>*Drip Torch: \$ No Charge<br>*Leaf Blower: \$ No Charge |  |                               |                         |
|   |          |   |  |                               |                         |
| <b>Miller Timber Services, Inc.</b><br>Contract No. AG-024B-C-11-9009<br><br>24745 Alsea Hwy<br>Philomath, OR 97370-9529<br><br>Phone: (541) 929-2840<br>Fax: (541) 929-4489          | NCC-2A   | WA-NEC, Colville, WA  | 835 Old Kettle Rd, Kettle Falls, WA 99141    | 07/15 - 08/30                 | \$41.50                 |
|   | NCC-2B   | WA-NEC, Colville, WA  | 835 Old Kettle Rd, Kettle Falls, WA 99141    | 07/15 - 08/30                 | \$41.50                 |
|   |          | *Optional Items<br>*Chainsaw w/Kit: \$50.00 /Day<br>*Drip Torch: \$10.00 /Day                               |  |                               |                         |
| <b>Pacific Oasis Wildfire Suppression</b><br>Contract No. AG-024B-C-11-9010<br><br>1575 E Nevada St<br>Ashland, OR 97529-9394<br><br>Phone: (541) 488-4287<br>Fax: (541) 482-1956     | NCC-14   | Caribou-Targhee NF, Idaho Falls, ID   | 346 N. State Ave, Shelley, ID 83274          | 07/15 - 08/30                 | \$38.50                 |
|   |          | *Optional Items<br>*Chainsaw w/Kit: \$30.00 /Day<br>*Leaf Blower: \$30.00 /Day                              |  |                               |                         |
|   |          |   |  |                               |                         |
| <b>PatRick Environmental, Inc</b><br>Contract No. AG-024B-C-11-9011<br><br>1199 NE Hemlock<br>Redmond, OR 97756-1454<br><br>Phone: (541) 923-0703<br>Fax: (541) 923-6070              | NCC-1A   | WA-CWC, Wenatchee, WA   | 1043 W. University Way, Ellensburg, WA 98926 | 07/15 - 08/30                 | \$38.00                 |
|   | NCC-6D   | OR-COC, Prineville, OR  | 1199 NE Hemlock Ave, Redmond, OR 97756       | 07/15 - 08/30                 | \$37.00                 |
|   | NCC-9B   | OR-EIC, Eugene, OR  | 1322 N. 30th, Springfield, OR 97477          | 07/15 - 08/30                 | \$38.00                 |
|   | NCC-13A  | Boise NF, Boise, ID   | 2049 West Commerce Ave, Boise, ID 83705      | 07/15 - 08/30                 | \$38.00                 |
|   | NCC-13B  | Boise NF, Boise, ID   | 2049 West Commerce Ave, Boise, ID 83705      | 07/15 - 08/30                 | \$38.00                 |
|   | NCC-20A  | National Forests in North Carolina  | 8 Gibbs Rd, Leicester, NC 28746              | 03/15-04/30 & 10/15-11/30     | \$38.00                 |
|   | NCC-20B  | National Forests in North Carolina  | 8 Gibbs Rd, Leicester, NC 28746              | 03/15-04/30 & 10/15-11/30     | \$38.00                 |
|   |          | *Optional Items<br>*Chainsaw w/Kit: \$36.00 /Day<br>*Drip Torch: \$10.00 /Day<br>*Leaf Blower: \$10.00 /Day |  |                               |                         |
|   |          |   |  |                               |                         |
|   |          |   |  |                               |                         |

Use the "NCC" Crew Number and Contract Number on all Invoices, Crew Time Reports, and Crew Performance Ratings.

\* Federal Agencies listed in Section C.2(a) may order, in accordance with Agency policies and procedures, the Optional Items identified in the Schedule of Items of the awarded crew contract. Optional Items may only be ordered if required at the same incident where the crew is assigned and in direct support of the work being performed by that crew. All authorized orders for Optional Items must be documented on an Equipment Resource Order and are subject to the delivery requirements as stated therein. At no time shall any Government official order Optional Items such as engines, trucks, vans, 4x4 vehicles, etc. under these contracts. (See Contract section B.2 Optional Items.)

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE/COSTS**

**MAP OF NATIONAL TYPE 2-IA CREW LOCATIONS**



## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 BACKGROUND**

The U.S. Forest Service (FS) has engaged in the suppression of wildland fires for many years using Forest Service employed firefighter crews, Federal and State cooperator provided firefighter crews, as well as firefighter crews hired under contract.

The typical work of wildland fire suppression is performed utilizing hand tools such as the pulaski, shovel, and various grubbing and digging implements to construct fireline through ground fuels in the path of the fire. Power saws are utilized to clear brush and fall trees that would otherwise provide a canopy of fuel over the fireline. The resultant fireline is free from vegetation and provides a barrier to further fire spread. Burnout operations to secure the fireline utilize drip torches and fusees. Firefighter crews are often called upon to help construct hose lays that bring water to the fire area. Once the fire has been contained, crews perform mop-up operations which require the application of mineral soil and/or water to residual embers and hotspots. Scraping embers from heavy fuels with hand tools as well as falling and bucking large diameter fuels with power saws are typical activities associated with mop-up.

The work environment varies from forest to rangeland, often in steep terrain where surfaces may be extremely uneven, rocky, and covered with dense vegetation. Working conditions are often extreme as the influence of hot and dry, or hot and humid weather combines with the radiant heat of the fire environment. Extreme variations between day and night temperatures are common in mountainous as well as lower lying topographies. Sustained winds or inversion layers can make smoke and dust conditions severe. The hazardous nature of the work requires that protective clothing be worn at all times during work hours. For the most part, crews are required to eat, rest, and sleep at incident base camps, remote spike camps, or at Forest Service or Cooperator campgrounds, any of which will typically be located near the fire area.

#### **C.2 SCOPE OF CONTRACT**

The intent of this solicitation, and any resulting contracts, is to obtain the services of commercially provided Type 2 Initial Attack (IA) qualified wildland firefighter crews, hereafter referred to as National Contract Crews (NCC), on a nation-wide basis, for fire suppression activities, All-Hazard incidents, and Severity/Preparedness assignments. The Contractor is responsible for furnishing and managing all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet or exceed the contract specifications. These NCCs are to be utilized for assignments that involve the protection and management of public lands. The categories of work contemplated under this contract include wildland fire preparedness through pre-suppression Severity/Preparedness assignments, fire suppression activities with an emphasis on Initial Attack, large fire support, and All-Hazard incidents that are managed using the Incident Command System (ICS). At the option of the Government, NCCs may also be awarded task orders for Project Work related to hazardous fuels management activities such as hazardous fuels reduction, prescribed fire application, brush removal, and land rehabilitation. Project Work shall not include construction, facilities maintenance and repair, or timber-related activities. (See Section C.13 Ordering Procedure for Project Work).

##### **(a) AGENCIES AUTHORIZED TO ORDER INCIDENT WORK**

For fire suppression related activities and All-Hazard incidents, the Forest Service has longstanding cooperative fire protection agreements with other Federal land use agencies. The

## SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

following land use agencies have authority to place orders under this contract for fire suppression, All-Hazard, and Severity/Preparedness assignments: United States Forest Service (USFS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

For All-Hazard incidents not managed by the land use agencies, the Department of Homeland Security, which encompasses 22 Federal agencies, accomplishes resource ordering through the Federal Emergency Management Agency (FEMA). FEMA is partnered with the States, 28 Federal agencies, and the Red Cross and has broad authority to request resources for All-Hazard incidents and disasters, including under this contract.

Forest Service cooperative agreements with State agencies allow those agencies to order NCCs under this contract through the appropriate Federal agency Host Unit Coordination Centers listed in the Schedule of Items.

This contract does not preclude the Government from using any Federal agency or agency cooperator resources before NCCs.

### (b) AGENCIES AUTHORIZED TO ORDER AND MAKE PAYMENT FOR PROJECT WORK

The Forest Service and the Federal cooperators listed in (a) above are authorized to utilize this contract for Project Work in accordance with the terms and conditions set forth herein. If Federal agencies, other than the Forest Service, issue Task Orders for Project Work under this contract, they must issue the Task Orders under their own agency procedures and utilize their respective Agency's funding provided that each Task Order is competed per the guidelines in Section C.13. The Ordering Official shall provide a copy of each task order issued to the National Contracting Officer in order to track total obligations towards the minimum guarantee. State or local agencies have no existing authority to order Project Work under this contract.

## C.3 EQUIPMENT

### (a) HAND TOOLS

Contractor must ensure that each NCC arrives with the appropriate personal protective equipment (PPE), fire shelters, and the minimum number and types of serviceable tools in good condition meeting the minimum standards specified in Table C.1, below.

**Table C.1 Required Hand Tools**

| Hand Tool Description                  |                                   | Number Required Per Crew |
|--|-----------------------------------|--------------------------|
| Pulaski                                | 3 ¾ lb. Head, 36" Handle          | 10                       |
| Combi/ Reinhardt/ Hazel Hoe, or McLeod | 3 lb. Head, 36" Handle            | 8                        |
| Shovel                                 | Size 0 or 1, Round Point          | 8                        |
| Power Saw                              | With Fuel, Oil, and Kit (C.3 (b)) | 3                        |
| First Aid Kit                          | 10 Person, Belt Type              | 2                        |
| Drip Torch                             | With Fuel                         | 4                        |
| Fire Rake                              | (USFS Region 8 only)              | 10                       |
| Leaf Blower                            | (USFS Region 8 only)              | 3                        |

## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **(b) CHAINSAW KIT**

Three chainsaw kits are required for each NCC. Each kit shall consist of a chainsaw with a minimum 24-inch bar and 3.44 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. The chainsaw operator must be Class B qualified. (Reference Interagency Standards for Fire and Aviation Operations NFES 2724). The chainsaw may be used by the NCC only for fireline construction, mop-up, or clearing access routes and emergency escape routes or storm debris clean-up. NCC chainsaw operators under this contract shall not perform as hazardous tree fallers.

#### **(c) PROGRAMMABLE RADIO**

##### **(1) Fire Suppression/All-Hazard Assignments:**

Contractor shall have a minimum of four handheld programmable radios with programming cables and software to facilitate communications between other incident and crew personnel. Radios must be capable of communicating within a minimum frequency range from 148 MHZ to 174 MHZ on established Federal and state frequencies. Modified radios are not acceptable. Only radios listed on the National Interagency Fire Center's National Interagency Incident Communications Divisions' website [www.fs.fed.us/fire/niicd/documents.html](http://www.fs.fed.us/fire/niicd/documents.html) are approved. Inquiries for approved radios should be directed to: Stephen Jenkins (208) 387-5485 or [sjenkins01@fs.fed.us](mailto:sjenkins01@fs.fed.us)

At least two fully charged battery packs per radio are required at the beginning of each shift. Contractor supplied batteries must operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries.

Frequencies will be installed by the Government at the incident and frequencies will be removed prior to demobilization from the incident. Contractor must comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all Federal Agency incidents and with all Federal Communications Commission (FCC) rules and regulations on all State Agency incidents. Contractor shall not use Government assigned frequencies for other than performance under this contract.

##### **(2) Severity/Preparedness and Project Work Assignments:**

Contractor will be responsible for assigning the programming for their radios at the start of Severity/Preparedness and Project Work assignments and will be responsible for removing the programming prior to leaving the assignment. This programming direction is applicable to only Severity/Preparedness and Project Work assignments.

#### **C.4 CREW REQUIREMENTS**

Contractor shall provide properly trained crews, consisting of not less than 18 and no more than 20 persons. The Government prefers a 20 person crew at all times. Each crew must be directly supervised on site by one Crew Boss (CRWB), and three (3) Type 1 Firefighter (FFT1) Squad Bosses. All personnel in these leadership positions must be qualified as Incident Commander, Type 5 (ICT5) and must meet the language requirements in Section C.7(f). (See Section J, Exhibit G) The remaining crew members must meet all other minimum requirements listed in

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Tables C.2, C.3, and C.4 as applicable. All crew personnel must be trained and qualified and their training records maintained in accordance with the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide PMS 310-1.

**Table C.2 Minimum Crew Requirements for Type 2-IA Mobilization**

| <b>Standard</b>            | <b>Minimum Requirement</b>  |
|----------------------------|---|
| Fire Line Capability       | Initial attack; Crew can be broken up into Squads; fireline construction; firing to include burnout |
| Crew Size                  | 18 – 20 Persons   |
| Leadership Qualifications  | 1 CRWB and 3 FFT1 all qualified as Incident Commander, Type 5 (ICT5)                                |
| Experience                 | At Least 60% of the crew must have one season or more experience                                    |
| Full Time Organized Crews  | Mandatory Availability Period only, as required herein  |
| Communications             | 4 Programmable Radios   |
| Sawyers                    | 3 qualified Class B at all times  |
| Training (See Section C.5) | Basic firefighter training and or annual firefighter safety refresher                               |
| Fitness                    | Arduous   |
| Logistics                  | Self Sufficient (See Section G.2(h))  |
| Maximum Crew Weight        | 5,300 lbs   |
| Dispatch Availability      | Available during Mandatory Availability Period and/or as per status in ROSS                         |
| Production Factor          | 0.8 (reference Fireline Handbook 410-1)   |
| Transportation             | See Section C.8 for Ground Transportation and C.9 for Air Transportation                            |
| Tools & Equipment          | Contractor Supplied (See Table C.1)   |
| Personal Gear              | Contractor Supplied   |
| PPE                        | Contractor Supplied (See Section C.7(e) and C.14(a)(1))   |

**Table C.3 Minimum Crew Requirements for Type 2 Mobilization**

| <b>Standard</b>            | <b>Minimum Requirement</b>   |
|----------------------------|--|
| Fire Line Capability       | Initial attack/ fire line construction, firing to include burnout        |
| Crew Size                  | 18 – 20 Persons  |
| Leadership Qualifications  | 1 CRWB and 3 FFT1  |
| Experience                 | At Least 40% of the crew must have one season or more experience         |
| Full time Organized Crews  | Mandatory Availability Period only – On Call                             |
| Communications             | 4 Programmable Radios  |
| Sawyers                    | 3 qualified Class A at all times   |
| Training (See Section C.5) | Basic firefighter training and or annual firefighter safety refresher    |
| Fitness                    | Arduous  |
| Logistics                  | Self Sufficient (See Section G.2(h))                                     |
| Maximum Crew Weight        | 5,300 lbs  |
| Dispatch Availability      | Available during Mandatory Availability Period and/or per status in ROSS |
| Production Factor          | 0.8 (reference Fireline Handbook 410-1)                                  |
| Transportation             | See Section C.8 for Ground Transportation and C.9 for Air Transportation |
| Tools & Equipment          | Contractor Supplied (See Table C.1)                                      |
| Personal Gear              | Contractor Supplied  |
| PPE                        | Contractor Supplied (See Section C.7(e) and C.14(a)(1))                  |

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.5 POSITION QUALIFICATION REQUIREMENTS**

This section describes the training and qualifications that each firefighter must have before they can be certified in each Incident Command System (ICS) position required under this Contract. The qualifications defined are for the ICS positions of Single Resource Boss-Crew (CRWB); Incident Commander Type 5 (ICT5); Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2). Table C.4 identifies the sequence for training and experience requirements to become certified in each position required under the terms of this contract.

**(a) SINGLE RESOURCE BOSS-CREW (CRWB)**

**(1) REQUIRED TRAINING**

- Intermediate Wildland Fire Behavior (S-290)
- Crew Boss (Single Resource) (S-230)
- Annual Fireline Safety Refresher (RT-130)
- National Incident Management System (NIMS) and Introduction (IS-700.a)

**(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS**

- Basic ICS (I-200)
- Followership to Leadership (L-280)
- Basic Air Operations (S-270)
- Interagency Incident Business Management (S-260)
- Ignition Operations (S-234)

**(3) EXPERIENCE**

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

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

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

**AND**



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

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

**(4) PHYSICAL FITNESS**

Arduous

**(5) ONCE CERTIFIED AS CRWB, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE CRWB CERTIFICATION\***

- Any Single Resource Boss
- Incident Commander Type 4 (ICT4)

\*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

**(b) INCIDENT COMMANDER TYPE 5**

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

**(1) REQUIRED TRAINING**

- Firefighter Type 1 (S-131)
- Look Up, Look Down, Look Around (S-133)
- Annual Fireline Safety Refresher (RT-130)
- National Incident Management System (NIMS) and Introduction (IS-700.a)

**(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS**

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

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**(3) EXPERIENCE**

Satisfactory performance as Firefighter (FFT2) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (Type 1-5) incident.

**AND**

Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1), supervising a minimum of four (4) firefighters, on wildfire or prescribed fire incidents, documented in PTB that consisted of:

- At least three (3) training/evaluation assignments on any (Type 1-5) incidents.
- At least three (3) training/evaluation assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (Type 1-5) incident.

**(4) PHYSICAL FITNESS**

Arduous

**(5) ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT1 CERTIFICATION\***

- Firefighter Type 1 (FFT1)

\*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

**(c) ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)**

**(1) REQUIRED TRAINING**

- Firefighter Type 1 (S-131)
- Look Up, Look Down, Look Around (S-133)
- Annual Fireline Safety Refresher (RT-130)
- National Incident Management System (NIMS) and Introduction (IS-700.a)

**(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS**

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

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**(3) EXPERIENCE**

Satisfactory performance as Firefighter (FFT2) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (type 1-5) incidents.

**AND**

Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1), supervising a minimum of four (4) firefighters, on wildfire or prescribed fire incidents, documented in PTB that consisted of:

- At least three (3) training/evaluation assignments on any (type 1-5) incidents.
- At least three (3) training/evaluation assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (type 1-5) incidents.

**(4) PHYSICAL FITNESS**

Arduous

**(6) ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT1 CERTIFICATION\***

Incident Commander Type 5 (ICT5)

\*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

**(d) FIREFIGHTER (FFT2)**

**(1) REQUIRED TRAINING**

- Basic Firefighter Training
- Introduction to ICS (I-100)
- Human Factors on the Fireline (L-180)
- Introduction to Wildland Fire Behavior (S-190)
- Firefighting Training (S-130)
- Annual Fireline Safety Refresher (RT-130) Note: Not required for first year FFT2
- National Incident Management System (NIMS) and Introduction (IS-700.a)

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(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

None

(3) EXPERIENCE

None

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT2 CERTIFICATION\*

None (Only FFT2)

\*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

(e) **INCIDENT SAWYER\*\***

(1) REQUIRED TRAINING

- Basic Firefighter Training
- Introduction to ICS (I-100)
- Human Factors on the Fireline (L-180)
- Introduction to Wildland Fire behavior (S-190)
- Firefighting Training (S-130)
- Power Saws (S-212)
- Annual Fireline Safety Refresher (RT-130)
- National Incident Management System (NIMS) and Introduction (IS-700.a)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Complete Position Task Book (PTB) through Faller Class B (FALB)

(3) EXPERIENCE

Minimum FFT2 Qualified

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**(4) PHYSICAL FITNESS**

Arduous

**(5) ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT2 CERTIFICATION\***

None (Only FFT2)

\*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

\*\*The chainsaw may be used by the NCC only for fireline construction, mop-up, or clearing access routes and emergency escape routes or storm debris clean-up. NCC chainsaw operators under this contract shall not perform as hazardous tree fallers.

**(f) ADDITIONAL REQUIREMENTS**

(1) Completion of Annual Fireline Safety Refresher training (RT-130) is required for all positions in order to maintain currency. A minimum of six (6) hours is required. Annual Fireline Safety Refresher training will focus on mandatory core content subjects. Core content is listed under Wildland Fire Safety Refresher Training at [www.nifc.gov](http://www.nifc.gov).

(2) National Incident Management System (NIMS) IS-700.a overview course is required under this contract for all positions. The NIMS IS-700.a course in English and Spanish may be obtained online at <http://training.fema.gov/EMIWeb/IS/is700a.asp>

(3) Position Task Books may be initiated at any time. All required prerequisite experience must be completed before the firefighter can begin working on the Position Task Book for the next higher position. A firefighter may work on only one Position Task Book at a time, however, experience requirements that are shared by both ICT5 & FFT1 may be achieved concurrently and do not need to be repeated for each position separately.

(4) For FFT1 Trainee and CRWB Trainee positions, only three training positions will be permitted per crew on each incident assignment. The coach/evaluator must be fully certified in the position(s) they are coaching or evaluating. Any trainee positions must be clearly identified on the Crew Manifest.

(5) All training received by Contractor's employees must meet the course content and instructor standards listed in PMS 907 Course Coordinator Guide and PMS 901-1 Field Managers' Course Guide.

(6) The Contractor is required to maintain a complete record of each employee's training and experience. Training and experience records shall, at a minimum, include course certificates required as a prerequisite for the position the employee is occupying, completed Position Task Books showing proof of final evaluation and certification by a qualified Coach/Instructor, documentation of Annual Safety Refresher Training and Work Capacity Fitness Tests, and any performance evaluations received. Training and experience records for employees separated from the company must be maintained for

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a minimum of three years after the date of separation. The government reserves the right to inspect training and experience records and evaluate firefighter qualifications at any time during each contract period. The government is not responsible for certifying or maintaining qualification records for Contractors or Contractor's employee(s).

**C.6 FIREFIGHTER TRAINING PROVIDERS**

To ensure sufficient wildland fire training opportunities are available for private sector contractors who participate in firefighter crew contracts, and that this training meets or exceeds National Wildfire Coordination Group (NWCG) standards, the Pacific Northwest Wildfire Coordination Group (PNWCG) and the Northern Rockies Coordinating Group (NRCG) have entered into Memorandums of Understanding (MOUs) with training providers.

Information about MOUs with the PNWCG is available at:

[www.fs.fed.us/r6/fire/pnwcg/](http://www.fs.fed.us/r6/fire/pnwcg/)

Information about MOUs with the NRCG is available at:

[www.fs.fed.us/r1/fire/nrcg/training\\_mou\\_index.htm](http://www.fs.fed.us/r1/fire/nrcg/training_mou_index.htm)

Those Geographic Areas that do not have valid MOUs will be addressed on a case by case basis.

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**Table C.4 Sequence For Position Certification**

| <b>ICS Position</b>                      | <b>Minimum Requirement</b>  |
|--|---|
| Firefighter FFT2                         | <ol style="list-style-type: none"> <li>1. Complete S-130, S-190, I-100, L-180, and IS-700.a training.</li> <li>2. Pass Work Capacity Fitness Test (Arduous).</li> <li>3. Complete Annual RT-130 training. Note: Not required for first year FFT2.</li> <li>3. <b>Firefighter becomes certified as a FFT2.</b></li> </ol>  |
| Advanced Firefighter/<br>Squad Boss FFT1 | <ol style="list-style-type: none"> <li>1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of these on any Type 1-5 incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience.</li> <li>2. Eligible to become a FFT1 Trainee once above requirements are met.</li> <li>3. Complete S-131 and S-133.</li> <li>4. <b>Firefighter becomes a FFT1 Trainee.</b></li> <li>5. Complete Annual RT-130 training.</li> <li>6. Pass annual Work Capacity Fitness Test (Arduous).</li> <li>7. As an FFT1 Trainee, work on at least three (3) training/evaluation assignments on any Type 1-5 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on any Type 1-5 incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1.</li> <li>8. <b>Firefighter becomes certified as an FFT1/Squad Boss.</b></li> </ol> |
| Incident Commander Type 5<br>ICT5        | <ol style="list-style-type: none"> <li>1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of these on any Type 1-5 incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience.</li> <li>2. Eligible to become a FFT1 Trainee once above requirements are met.</li> <li>3. Complete S-131 and S-133.</li> <li>4. <b>Firefighter becomes an ICT5 Trainee.</b></li> <li>5. Complete Annual RT-130 training.</li> <li>6. Pass annual Work Capacity Fitness Test (Arduous).</li> <li>7. As an ICT5 Trainee, work on at least three (3) training/evaluation assignments on any wildfire incidents Type 1-5 that included hotline activities and total at least 15 Operational Periods, 10 of these on any Type 1-5 incidents and complete the FFT1/ICT5 task book. This meets requirement for satisfactory position performance as an ICT5.</li> <li>8. <b>Firefighter becomes certified as an ICT5.</b></li> </ol>      |
| Crew Boss CRWB                           | <ol style="list-style-type: none"> <li>1. Work on an additional three (3) wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on Type 3, 2, or 1 fires. This meets the satisfactory performance requirement as FFT1/Squad Boss.</li> <li>2. Eligible to become a CRWB Trainee once above requirements are met.</li> <li>3. Complete S-230 and S-290.</li> <li>4. <b>Firefighter becomes a CRWB Trainee.</b></li> <li>5. Complete Annual RT-130 training.</li> <li>6. Pass annual Work Capacity Fitness Test (Arduous).</li> <li>7. As a CRWB Trainee, work on at least three (3) training/evaluation assignments on Type 3, 2, or 1 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on Type 3, 2 or 1 incidents and complete the CRWB task book. This meets requirement for satisfactory position performance as a CRWB.</li> <li>8. <b>Firefighter becomes certified as a CRWB.</b></li> </ol>                             |
| Incident Sawyer                          | <ol style="list-style-type: none"> <li>1. Minimum FFT2 qualified</li> <li>2. Complete S-212 training.</li> <li>3. Complete Position Task Book through Faller Class B (FALB). (<a href="#">BLM Faller Position Task Book</a>)</li> <li>4. Complete Annual RT-130 training.</li> <li>5. Pass annual Work Capacity Fitness Test (Arduous).</li> </ol>  |

\* Position Task Books for firefighter certification may be initiated prior to attending classroom training.

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**C.7 SAFETY STANDARDS, PERSONNEL REQUIREMENTS, PERSONAL PROTECTIVE EQUIPMENT, WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES**

The following minimum contract standards shall be upheld at all times. The Contracting Officer or their designated representatives will consider individuals who cannot meet these minimum requirements as UNSAFE and may remove the individual or, if necessary the entire crew from the work site in accordance with the terms of this contract.

**(a) HEAT STRESS**

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2<sup>nd</sup> ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress.

**(b) SMOKE AND CARBON MONOXIDE**

For information on this subject contact the U.S. Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for the publication Health Hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

**(c) "SIX MINUTES FOR SAFETY" TRAINING**

It is recommended that daily "Six Minutes for Safety" training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season.

**(d) SEAT BELTS**

Seat belts will be available and used in any vehicle when in motion. It is the operator's responsibility to ensure compliance.

**(e) PERSONAL PROTECTIVE EQUIPMENT**

Contractor is responsible for ensuring all personnel arrive at the incident fully outfitted with the proper Personal Protective Equipment (PPE) as prescribed in this section and fully prepared to perform under the terms of this contract. Contractor shall be responsible for ensuring that PPE is operable and maintained in good repair throughout the duration of any assignment. Protective clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. If the NCC, upon arrival or during the course of the incident does not have the required PPE, the NCC will be considered noncompliant. To ensure continued safe, efficient service at the incident, the Government may loan PPE to the Contractor for use at the incident. (See Section C.14) Defective or damaged PPE shall not be used. (See Exhibit F Wage Determinations, Uniform Allowance).



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Contractor is responsible for ensuring that all personnel arrive with the following PPE:

- (1) **BOOTS:** Leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).
- (2) **HARD HAT:** Plastic, class B, ANSI Z89.1 1986, OSHA approved, with chinstrap meeting NFPA Standard 1977, Latest Edition.
- (3) **GLOVES:** One pair of heavy-duty leather work gloves.
- (4) **EYE PROTECTION:** One pair (must meet standards ANSI Z87.1, latest edition).
- (5) **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 dB, i.e. during chainsaw operation.
- (6) **HEAD LAMP:** With batteries and attachment for mounting to hard hat.
- (7) **CANTEEN:** At least one (1) quart size canteen full of water, two (2) is recommended.
- (8) **FIRE SHELTER:** One per person (must be third party certified to NFPA 1977, or manufactured in accordance to FS specification 5100-606). For additional information contact the Missoula Technology and Development Center at (406) 329-3978.
- (9) **FLAME RESISTANT CLOTHING:** A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must:
  - Self-extinguish upon removal from a heat source.
  - Act as an effective thermal barrier by minimizing conductive heat transfer.
  - Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
  - Be manufactured from flame retardant treated cotton, rayon, wool, aramid (Nomex™) or other similar fabric.

**NOTE:** It is recommended that firefighters wear a short-sleeved t-shirt, underwear, and socks under flame resistant clothing. T-shirt, underwear, and socks should be made of 100% cotton, wool, or a 100% flame resistant blend of fibers.

- (10) **CHAIN SAW CHAPS:** For each firefighter who operates a chain saw, chain saw chaps must be worn during saw operations. Chainsaw chaps must be approved by Underwriters Laboratories or meet Forest Service specification 6170-4F (January 20, 2000). Chain saw chaps should be adjusted for a snug fit that will keep them positioned correctly on the legs. Chain saw chaps must be long enough to reach 2 inches below the boot tops. Proper fit and correct chap length maximize protection.

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**(f) FIRELINE LEADERSHIP COMMUNICATIONS SKILLS**

All personnel in leadership positions such as Crew Bosses, ICT5's, Squad Bosses, as well as radio operators must be able to communicate fluently at a conversational level in English.

Specifically:

- All radio communication on tactical, command, and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read, write, and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the personnel they directly supervise.

**(g) INCIDENT IDENTIFICATION/ QUALIFICATION CARD**

Each firefighter must carry a photo identification card issued annually by the Contractor for whom the firefighter is working. Information on the card must include:

- Name of the firefighter typewritten or printed.
- Photograph of the person, recent digitized photograph, similar to the size and clarity of a state issued drivers license,
- A unique employee number (not their social security number),
- Firefighter's full legal name,
- List of position(s) for which the firefighter is qualified and date of qualification(s),
- Seasons of experience,
- English language proficiency, (See Section C.7(f) and Exhibit G)
- Date the firefighter passed the Work Capacity Fitness Test,
- Date the firefighter completed Annual Fireline Safety Refresher training,
- Color Coded indication of firefighter's experience/qualifications,
  - Yellow for firefighters with less than one season experience
  - Red for firefighters with one season or more experience
  - Blue for Supervisory, FFT1, ICT5, Squad Boss, and Crew Boss

The Contractor must sign the firefighter's identification card certifying that the individual has met all the training requirements of this contract. In addition, each crewmember must also carry a Government issued photo identification, such as a state driver's license, passport, state identification card, etc. at all times.

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#### **(h) PHYSICAL DEMANDS**

Work under this contract requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

All personnel shall have passed the Work Capacity Fitness Test (WCFT) at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in less than 45 minutes. Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Government reserves the right to monitor the administration of any classroom instruction, and WCFT administered for compliance with "Work Capacity Fitness Test Instructor's Guide." The Contractor(s) must provide proof that their employee(s) has/have met this requirement upon request.

#### **(i) WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES**

Information on current work/rest guidelines, length of assignment, days off and other fire business management information can be found in the Interagency Incident Business Management Handbook. (PMS 902, NFES 2160) Use of cellular phones, global positioning systems, or other handheld electronic devices while driving is prohibited.

### **C.8 CREW GROUND TRANSPORTATION**

Contractor shall provide vehicles for ground transportation of NCCs that meets all applicable state and Federal laws relating to motor vehicles. Crew vehicles must be all-wheel drive if these are single wheel rear axle type but may be rear-wheel drive if dual-wheel rear axle type. Crew vehicles must be capable of providing transportation to and from the fire line. Contractor must provide sufficient number of vehicles to allow for division of the crew into subunits. School type buses are not acceptable. Vehicles that become inoperable will be towed at the Contractor's expense. The Government reserves the right to conduct safety inspections of Contractor vehicles at any time during the Mandatory Availability Period.

### **C.9 CREW AIR TRANSPORTATION**

Crews dispatched by the Government may be required to fly by Government provided, or commercial transport to the fire location. When NCC are transported by commercial air, the Government shall reimburse the Contractor for air transportation costs in accordance with Section G.3 The Contractor will be notified that the crews are to be transported by air at the time the Government dispatcher places the Resource Order Request. When this occurs, the following rules MUST be adhered to.

#### **(a) GENERAL CREW INFORMATION**

(1) If crews are required to be air transported, crews DO NOT come with hand tools. Crews shall not bring chain saws, unless specifically requested. (Refer to National Mobilization Guide NFES-2092).

(2) All equipment will be inspected and weighed at the time of mobilization to ensure adherence to safe transporting procedures. NO combustible materials in motorized

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equipment, containers or fusees may be loaded aboard aircraft. If chain saws are requested, they must be purged before being placed on the aircraft.

(3) Crews transported by air under these provisions must wear clean clothing while traveling aboard aircraft(s) both to and from each fire location.

**(b) CREW MANIFESTS, WEIGHT POLICY, AND GEAR FOR ALL PERSONNEL**

(1) All crew personnel transported by aircraft must conform to the following limitations:

(i) Crews will be limited to a maximum of 20 people per crew.

(ii) All personnel mobilized and demobilized will be identified on a Passenger and Cargo Manifest Form (Form SF-245). All crew leaders or crew representatives will maintain a MINIMUM of four (4) accurate copies of this form at all times. Crewmember weights will be displayed separately from baggage and equipment weights on manifest.

(iii) Crewmembers are limited to:

(A) One (1) frameless soft pack NOT TO EXCEED 45 pounds.

(B) Web gear or briefcase (not both) NOT TO EXCEED 20 pounds.

(iv) MAXIMUM allowable crew weight, INCLUDING EQUIPMENT is 5,300 pounds.

**C.10 CONTRACTOR TRANSPORTATION OF CREW VEHICLES**

If the Contractor elects to provide Contractor employees as qualified drivers for delivery of their vehicles, the Government shall reimburse the Contractor for the cost to provide employee drivers following the terms and conditions listed below and in accordance with Section G.4.

(a) When the NCC is transported to an incident by air, only full strength crews as identified in Table C.2 or C.3 shall be provided. Contractor employees provided as drivers for delivery of crew vehicles shall not be members of the NCC being flown to the incident.

(b) When demobilized from the incident, the Government will determine the method to be used to transport the NCC to the next incident assignment or to the original pick-up point where air transport commenced. In most instances, the Government will elect to use air transportation to send the NCC to the next incident assignment or back to the original pick-up point. If the Government elects to use air transportation, only full strength crews as identified in Table C.2 or C.3 will be transported. Members of the crew being flown must not be withheld for use as drivers for the delivery of crew vehicles to the next incident assignment or to the original pick-up point when the Government elects to use air transportation.

(c) Contractor employees provided as drivers for delivery of crew vehicles must comply with all State or Federal Department of Transportation regulations when transporting crew vehicles.

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**C.11 DESIGNATED DISPATCH POINT**

The Designated Dispatch Point (DDP) is the physical address provided by the Contractor where the NCC personnel and equipment must be located during the MAP. The DDP must be located within the maximum air mileage radius identified in the Schedule of Items for each Host Unit Coordination Center. Contractors may not change their DDP without prior written approval from the Contracting Officer. Unauthorized, unilateral relocation of a NCC (fire chasing) during the MAP is prohibited. Contractors that have unilaterally relocated their NCC during the MAP may be suspended at no cost to the government.

**C.12 ORDERING PROCEDURE FOR NATIONAL CONTRACT CREWS**

Due to the sporadic occurrence of fire incident activity, the placement of any orders under this contract IS NOT GUARANTEED.

**(a) DISPATCH PRIORITY**

Each Host Unit Coordination Center (HUCC) is required to give dispatch priority to its assigned NCC for emergency incident assignments on non-tribal, Federal lands BEFORE all other contractually obtained Type 2 and Type 2-IA crew resources. Each HUCC to which more than one NCC are assigned must follow the rotation procedures described in C.12(c).

(1) This dispatch priority applies to the NCC during the MAP and any ordered extensions of the MAP as long as the NCC is in available status and remains at their assigned DDP. This dispatch priority also applies to periods outside the MAP but only when the NCC is in available status and remains located at their assigned DDP.

(2) Outside the MAP and when the NCC is no longer located at the DDP, dispatch priority described in (a) shall no longer apply, however, the NCC may continue to be ordered for assignments through the HUCC.

(3) Timeliness is of the essence when filling orders for emergency incident assignments. At any time the NCC cannot meet the date/time requirements for an emergency dispatch, the ordering protocol in C.12(a) is waived. HUCC dispatchers must document when this ordering protocol has been waived.

(4) HUCCs cannot hold the NCCs in reserve as a contingency force in non-pay status when the NCC is otherwise available to accept emergency incident assignments.

**(b) HOST UNIT COORDINATION CENTERS**

Each NCC is located in proximity to an assigned Host Unit Coordination Center (HUCC) during the MAP identified in the Schedule of Items. Each HUCC will maintain the status of each NCC assigned to that HUCC both during and outside the MAP. It is the Contractor's responsibility to report any changes in NCC availability and/or position to their assigned HUCC and the Contracting Officer in writing.

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**(c) NCC ROTATION WITHIN HOST UNIT**

When more than one NCC is assigned to a HUCC, orders for emergency incident assignments will be rotated between NCCs assigned to that HUCC. The purpose of NCC rotation is to balance dispatch opportunities to provide NCC personnel opportunity to maintain their proficiency. NCC rotation is not intended to achieve equity in terms of number or length of assignments or revenue earned. This requirement DOES NOT supersede the provision at C.12(a)(3).

(1) The HUCC manager will establish a rotation sequence that will begin with the lowest priced NCC and continue in descending order to the highest priced NCC. Once the rotation sequence has been established, orders for emergency incident assignments shall follow this sequence until each NCC has received an assignment, and then restart again at the beginning. For NCCs with identical pricing, their ordering sequence will be determined by proximity of the NCC DDP to the HUCC with closer NCCs preceding more distant NCCs.

(2) If for any reason a NCC is unavailable when an order for an emergency incident assignment is needed, that NCC will lose its turn in the rotation and must wait for their next turn in the established rotation sequence.

**(d) DISPATCHING PROCEDURES**

(1) Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability. Contractor will have a maximum two (2) hours after confirming availability to begin travel to the Government's designated delivery location on the Resource Order.

(2) Once the Contractor agrees to a delivery schedule at the time the order is placed, the Contractor is required to perform in accordance with the agreed upon schedule. In addition, the Contractor is required to comply with all applicable DOT regulations at all times.

(3) Prior to departing for the incident, the Contractor will provide the HUCC a complete Passenger and Cargo Manifest (SF-245) listing Contractor's name, contract number, Federal Tax Identification Number, each crew member's complete name, and departure time from point of dispatch.

(4) While engaged in emergency fire driving, the Contractor shall follow the current driving regulations and work/rest guidelines prescribed in the Interagency Standards for Fire and Fire Aviation Operations (NFES 2724) and must comply with all other Federal, State and local driving laws and regulations.

**(e) INFORMATION REQUIRED TO BE PROVIDED BY THE GOVERNMENT TO THE CONTRACTOR WHEN PLACING ORDERS**

The HUCC will provide the Contractor with a copy of the Resource Order to include,

- Incident Order Number, Request Number and name of the incident.
- Date and time to report to the incident.

**SECTION C**  
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- Descriptive location of the designated site where the Contractor will meet a Government representative. A map will be provided if available at time of order.
- Incident contact phone number for obtaining further information.
- Communications: Incident ground contact frequency.
- Incident Job Code
- Contract Number, NCC Number, and hourly rate of the ordered NCC

**(f) CANCELLATION OF ORDERS**

Resource Orders may be cancelled at any time. If the order is cancelled, the Contractor will be paid as provided in Section G.2(k).

**(g) RESOURCE ORDERING AND STATUSING SYSTEM**

The Contractor is required to status their NCC's availability in the Resource Ordering and Status System Program (ROSS) in coordination with their designated HUCC.

**(h) LENGTH OF ASSIGNMENT & CREW CHANGE OUT CLAUSE**

Length of assignment and work/rest policies exist for all incidents and require Contractor's management of crew personnel to adhere to those policies. Contractor compliance will be monitored by the Government. Refer to the Interagency Incident Business Management Handbook (PMS 902).

All Contractor personnel shall adhere to current work/rest day-off policies. The Government's options consist of:

- Demobilize/Release the NCC after a 14-day assignment.
- Ordered Rest, retaining the NCC under hire, off shift so as to allow for rest. Compensation will be the Daily Guarantee (See Section G.2(c) and G.2(j)).

**(i) DEMOBILIZATION OF NCCs**

The HUCC, in coordination with the Incident Commander, will determine demobilization priority for any crews assigned to an incident. The provisions of C.12(a) do not apply to demobilization.

**(j) RELEASE AND REASSIGNMENT**

(1) RELEASE: At the time of release, the NCC must notify the HUCC of their status, and estimated time of arrival back to their DDP. When a NCC has been released from an incident, and there are no reassignments anticipated within that Geographic Area, the NCC, at its discretion, may remain in the nearest town for up to 24 hours in non-pay status. After that 24 hour period, the NCC must begin return travel back to their DDP or be deemed unavailable for assignment until their return to the DDP. When the Government anticipates that another assignment in the area is imminent, or when another operational need provides a mutually beneficial rationale for the NCC to remain in the area, the Government may allow the NCC to remain in non-pay status longer than 24 hours provided the Contractor agrees to stay.

## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

(2) REASSIGNMENT: NCCs may be reassigned to another incident using the procedures prescribed in the National Mobilization Guide (NFES 2092). The NCC is prohibited from accepting any new Resource Orders directly from an incident, nor to actively seek reassignments outside the controlling GACC from anyone other than their assigned HUCC.

#### **(k) PROJECT WORK DURING THE MAP**

(1) Project Work performed under this contract is ordered through a Task Order. If the Contractor receives a Task Order to perform Project Work during the MAP, the HUCC may release the NCC from the MAP, upon receipt of a copy of the Task Order or other documentation that verifies the Contractor has been assigned Project Work. The Contractor must notify the Contracting Officer in writing when they have received a Project Work assignment. Formal release of the NCC from MAP responsibilities is required as described in F.3 Mandatory Availability Period. (See Section C.13)

### **C.13 ORDERING PROCEDURE FOR PROJECT WORK**

The following procedures meet regulatory minimum standards given in the Federal Acquisition Regulations. Procurement officials who need clarification on any point are invited to contact the Contracting Officer.

#### **(a) GENERAL**

NCCs under this contract may be ordered for Project work at any time within or outside the Mandatory Availability Period. NCC Contractors are not required to accept Project Work. All Agencies listed in C.2(a) are authorized to use this contract to order services for Project Work. Project Work may include hazardous fuel reduction, prescribed fire application, brush removal, and wildland fire rehabilitation.

Project work shall not include construction, facilities maintenance and repair, or timber-related activities such as tree planting. Project Work shall not encompass any work listed in C.2 that is considered emergency in nature. Project Work shall not be ordered using Severity/Preparedness funds.

Orders for Project Work must be placed by an appropriately warranted procurement official. This contract does not carry with it any pre-funded contract actions. Funding must be obtained, with a job code (fund site) on a properly executed agency procurement request.

#### **(b) ORDERING**

- The federal agencies listed in Section C.2(a) are authorized to place orders for Project Work under this contract.
- The federal agencies listed in Section C.2(a) are not required nor obligated to place orders for Project Work under this contract.
- There is no minimum quantity for individual orders for Project Work.
- Advertising is not required provided competition is limited to Contractor NCCs listed in the awarded Schedule of Services.



**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- Any warranted Contracting Officer who contemplates placing an order for Project Work in proximity to a given HUCC must provide each proximate NCC fair opportunity to be considered for each order exceeding \$3,000.00. For HUCCs that have only one NCC, competition must be solicited from an adjoining or nearby HUCC so that at least three NCCs are given an opportunity to compete for the order.
- Firm Fixed-Price; unit pricing may be by the hour, job, acre, pile, or other appropriate unit of measure.

**(c) TERMS AND CONDITIONS/STATEMENT OF WORK**

All terms and conditions in this specification that apply to performance, remedies, equipment, and individual qualifications apply. The ordering agency Contracting Officer may introduce unique terms in any Task Order that do not change or modify this contract, but which are necessary for the accomplishment of tasks. A separate statement of work should document the requirement. It may or may not be necessary to organize a crew into subunits. The crew may be ordered as subunits of not less than five persons provided qualified leadership is present. If necessary, NCCs or subunits of NCCs that have accepted Project Work Task Orders may be utilized as IA resources. Subunits of NCCs utilized as IA resources will not exceed two operational periods per incident and will only operate within a response area identified in the Project Work Task Order.

Project Orders shall be placed using the following procedures:

- (1) The Contracting Officer shall be notified by the ordering official of the need to place a Project Work Order in accordance with Agency Procedures. The required Statement of Work must be attached.
- (2) The ordering official shall forward the Project Work Order to no less than three NCC Contractors within the closest Host Unit to give a fair opportunity to other NCCs on this contract. If the initial three NCCs are unavailable, do not respond by the required deadline for response, or turn down the opportunity to place an offer on the Project Work, the ordering official will broaden the search to the next closest Host Unit until a minimum of two interested parties respond.
- (3) If the Project Work Order solicits hourly rates, the rates paid by the Contractor must meet Service Contract Act minimums, and either a ceiling price or a firm fixed price must be established.
- (4) The ordering official shall determine which NCC receives the Project Work Order based on a number of possible, determined variables, such as: price, availability, past performance, minimum order requirements, the impact of Project Orders upon suppression orders placed with a Contractor, or other appropriately determined evaluation criteria as described in the Statement of Work.
- (5) Once the Contractor for the Project Work Order is identified, the ordering official will place the order with the Contractor and notify the Host Unit Coordination Center as to which Contractor is to be dispatched.
- (6) Payment and invoicing for Project Work shall be in accordance Section G.5.

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(7) Performance Evaluations for Project Work assignments must be completed. The Contractor is responsible to provide a copy of the Performance Evaluation to the Contracting Officer.

(d) When on order for Project work, the Contractor is committed to the project until project completion, and may only accept fire suppression, All-Hazard, or Severity/Preparedness orders if agreed to in writing by both parties prior to the start of the Project Work. The CO may allow the Contractor to replace resources committed to Project Work with like or better resources if offered by that Contractor and approved by the CO with concurrence by the Project Manager in advance of the resources being replaced. The Government is not obligated to suspend work to allow the Contractor to work fire suppression All-Hazard incidents or Severity/Preparedness assignments. If the NCC or subunit of the NCC is reassigned to fire suppression activities, the Contractor shall be paid at the full contracted rate for fire suppression.

**C.14 PROPERTY**

(a) ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

(1) To ensure continued safe, efficient service at the incident, and only with regard to Personal Protective Equipment (PPE), the Government may loan Accountable Property or Durable Property to the Contractor for use at the incident. Contractor shall maintain all loaned PPE in good condition during use and shall return all loaned PPE prior to departing from the incident. Federal Accounting Regulations prohibit the Government from exchanging or replacing Accountable Property or Durable Property. Regardless of condition, all PPE loaned to the Contractor must be returned to the Government. Unreturned Accountable and Durable Property will be deducted from payment to the Contractor. (See Section C.7(e) Personal Protective Equipment and G.6 Payment for Accountable/Durable Goods).

(2) The cost of all Consumable Goods supplied by the Government and used by the NCC while under hire, with the exception of those specifically listed in (3), will be deducted from the Contractor's invoices.

(3) At the Government's discretion the following incidental Consumable Goods may be provided at no cost to the Contractor when under hire:

- one-quart plastic canteens
- plastic sheeting
- replacement batteries for radios and/or headlamps

(4) The Government will reimburse the Contractor for Contractor-owned equipment that the Government retains for its use after Contractor's departure from the incident. Requests for retention by the Government of Contractor-owned equipment must be documented and approved by the appropriate operational supervisor.

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**C.15 INFORMATION TO BE PROVIDED TO THE INCIDENT BY CONTRACTOR**

(a) PASSENGER AND CARGO MANIFEST

At the time of arrival at the incident, the Contractor shall provide a complete Passenger and Cargo Manifest (SF-245) to the Finance Section and to the Planning Section or Status Check-In, listing the Contractor's name, contract number, each crew member's complete name, and departure time from point of dispatch. The Contractor must provide a new manifest when any change in personnel occurs. The new manifest must be submitted by the next operational period. (See Exhibit B)

(b) CONTRACT INFORMATION

The Contractor shall carry a minimum of two copies of this contract at all times. The Contractor shall furnish a copy of the contract award information, including the awarded Schedule of Items to the Finance Section or user unit upon request.

**C.16 LAUNDRY SERVICE**

If the Government provides a laundry service at the incident, the Contractor may utilize the service at no cost.

**C.17 CAMPSITE**

A designated campsite may be provided by the Government upon arrival of the NCC at the incident. The Contractor shall provide sleeping equipment to suit the conditions such as tents, shelters, ground cloths, and sleeping bags. If available, food, drink, and shower facilities are provided at the incident at no charge (See Sections G.2(h)(i) and H.10)

**C.18 COMMISSARY**

When authorized by the Contractor, the Contractor's employees will be permitted to use the Commissary when one is available.

**C.19 TIMEKEEPING**

Time will be recorded by the Government agent responsible for ordering and/or directing use of each NCC. Time will be recorded to the nearest quarter hour.

**C.20 COORDINATION**

The Crew Boss is the designated representative for the NCC on an incident regarding all matters pertaining to this contract.

**C.21 FIRST AID, EMERGENCY EVACUATION, AND ACCIDENTS**

(a) The Contractor is financially responsible for medical coverage of employee accidents. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be administered, but further medical aid will be charged back to the Contractor. If Contractor personnel are injured on the fireline, the Government may

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

evacuate the injured person(s). If Contractor personnel are in camp with an illness or injury and require transport to a medical facility/hospital, the associated cost of ground transport will be at the Contractor's expense. If the Government determines that the injury is life threatening and requires Life Flight, associated costs will be paid by the Government.

(b) Contractor shall provide the Crew Boss with an adequate supply of appropriate insurance forms, insurance ID cards, and other documents necessary to facilitate medical treatment of Contractor personnel. Such documents must accompany the injured person(s) when a medical need arises.

**C.22 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL**

When directed by the incident, the Contractor shall clean their vehicle(s) to remove noxious weed seeds. Time spent by the Contractor performing this task is considered on-shift time. The Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

**SECTION D**  
**PACKAGING AND MARKING**

**D.1 VEHICLE IDENTIFICATION**

Contractor vehicles shall have external identification. The identification must be located on front driver side and passenger side doors. At a minimum, the identification must include Contractor's company name. Recognizable company logos that include the Contractor's company name are sufficient for this requirement.

**D.2 PROHIBITED MARKING**

Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

None Incorporated by Reference

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

None Incorporated by Reference

CLAUSES FULL TEXT

**E.2 INSPECTION OF SERVICES -- FIXED-PRICE (FAR 52.246-4)(AUG 1996)**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

## **SECTION E INSPECTION AND ACCEPTANCE**

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

### **E.3 PRE-SEASON INSPECTION**

Each year prior to use of the NCC, the Government may conduct pre-season inspections of Contractors equipment and personnel for compliance with contract specifications and conditions.

### **E.4 INCIDENT INSPECTION**

The government reserves the right to perform inspections to ensure compliance with contract requirements at any time during the contract period. Exhibit C provides a copy of the Handcrew Inspection Form and form OF-296 Vehicle/Heavy Equipment Safety Inspection Checklist which may be used as needed when inspection is performed. If the NCC does not pass inspection at the incident or designated inspection station, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the NCC into compliance. The agreed upon timeframe identified by the Government shall be stated on an FS-6300-12, Work Order and Notice of Noncompliance, and a copy of the form shall be forwarded to the Contracting Officer immediately.

### **E.5 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT**

If the NCC becomes noncompliant after acceptance at the incident; the Contractor may be given 24 hours (or a timeframe designated by a Government Representative) to bring the NCC into compliance. The timeframe identified shall be stated on a Work Order and Notice of Noncompliance form (FS-6300-12). A copy of the form shall be forwarded to the Contracting Officer immediately.

#### **(a) CREW STRENGTH**

(1) The Government prefers that all NCCs comprise of a total of 20 persons at all times. However, the Government may elect to accept a NCC that arrives at the incident comprised of not less than 18 and no more than 20 crewmembers. If the Contractor agrees to add additional crewmembers to bring the NCC up to the contract standard of 20 persons (or the crew size agreed upon in writing at time of dispatch); crew size must be met within 24 hours, (or a timeframe designated by a Government Representative). Travel time to the incident will not be paid for additional crewmembers necessary to complete a 20 person crew.

(2) If the Contractor is unable to bring crew strength to 20 persons (or the crew size agreed upon in writing at time of dispatch) within the timeframe designated by a Government Representative, the Government may, at its discretion, accept the NCC, notwithstanding the fact that it is under strength. Crew size shall consist of no less than 18 and no more than 20 crewmembers at all times. If the NCC is accepted under this subsection, Point of Hire becomes the incident for the entire NCC. No travel time to the incident or return to the DDP shall be paid.

## **SECTION E INSPECTION AND ACCEPTANCE**

(3) If an under strength NCC is reassigned by the Government to another incident, the Government will pay travel time from incident to incident and return to Point of Hire or DDP, whichever is closer.

### **(b) CREW VEHICLES**

(1) The Government reserves the right to conduct safety inspections of Contractor vehicles at any time while under hire. If Contractor's vehicles have recently passed safety inspection by US Department of Transportation (DOT) or another Cooperator Agency such as the Oregon Department of Forestry (ODF), the Contractor may provide the inspection documentation and the Government may choose to accept the results of the recently passed inspection.

(2) Initial inspection upon arrival at an incident could result in a determination that a Contractor's vehicle is unsafe for operation. If this occurs, the vehicle will be removed from service and will be considered noncompliant. The NCC may be demobilized from the incident and/or suspended if contract requirements are not met. At the discretion of the Government Representative at the incident, the Contractor may be allowed to bring the vehicle into compliance or replace it within 24 hours, or within the timeframe identified by the Government Inspector. The timeframe identified shall be documented on a Work Order and Notice of Noncompliance form (FS-6300-12). A copy of this documentation shall immediately be forwarded to the Contracting Officer and designated Contracting Officer's Technical Representative (COTR).

(3) If the noncompliant vehicle is not brought into compliance or replaced within the timeframe identified, the Government may elect to retain the NCC for continued service and provide the crew with transportation; in which case, the point of hire will become the incident and any additional ground transportation costs will be deducted from the Contractor's invoices.

## **E.6 PERFORMANCE EVALUATIONS**

(a) The Contractor's crew performance will be documented on the National Type 2-IA Crew Performance Evaluation Form (Section J, Exhibit E). The form will be completed at the incident or project by the Government Representative supervising the work prior to the NCC being demobilized. If the Government Representative is released from the incident prior to the NCC, the Government Representative shall be responsible to complete the evaluation form upon return to their home unit and mailing a copy to the Contractor.

(b) A copy of the performance evaluation shall be given to the Contractor at the incident and the Contractor shall forward any and all performance evaluations to the Contracting Officer. The CO will provide the Contractor 30 calendar days to respond to any negative performance information received. A copy of the evaluation must be included in the invoice packet submitted to the Finance Section. Do not send copies of the evaluation forms to the Albuquerque Service Center.

(c) The Government will use all of the Contractor's individual incident performance evaluations, in addition to other performance information that becomes available, to generate one summary past performance report for each annual contract period.



**SECTION E**  
**INSPECTION AND ACCEPTANCE**

(e) Completed past performance evaluation forms shall be kept with the NCC at all times. Note: During the Option Periods, evaluation forms from the current and previous year shall be kept with the NCC at all times.

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 Stop Work Order (AUG 1989)  
52.242-16 Government Delay of Work (APR 1984)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

None Incorporated by Reference

CLAUSES FULL TEXT

**F.2 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75)(FEB 1988)**

The effective period of this contract is from date of award through December 31, 2011.

**F.3 MANDATORY AVAILABILITY PERIOD**

The NCC is required to be available to accept orders for emergency incident assignments during the Mandatory Availability Period (MAP) identified in the Schedule of Items. The Government may request that the NCC be available up to 30 days before the beginning of the MAP and may extend the MAP for up to 30 days after the ending dates identified in the Schedule of Items. Any extension of the MAP is subject to acceptance by the Contractor and must be implemented through a contract modification. Outside the MAP, the Contractor is not obligated to be available and is not required to accept orders for any assignments.

The Contractor may request unavailable status in writing at any time while the NCC is not on an incident assignment. The request must be submitted in writing to the Contracting Officer for approval. If approved, the Contracting Officer will issue a letter that acknowledges the unavailable status of the NCC and the effective dates for the period of unavailability. When unavailable, the NCC will not be eligible for dispatch under this contract. Failure of the NCC to become available following the effective dates of the unavailability period will be considered as failure to perform in accordance with FAR 52.249-8 Default.

At any time a NCC becomes unavailable, the Host Unit Coordination Center may place orders with other NCCs or non-NCCs to perform work to meet the Government's needs. Any additional NCCs or non-NCCs dispatched to an incident assignment will be allowed to complete the assignment and will not be replaced if the previously unavailable NCC subsequently becomes available. Excessive unapproved unavailability during the Mandatory Availability Period (MAP) for any contract period may be considered as a failure to perform in accordance with FAR 52.249-8 Default.

**SECTION G  
CONTRACT ADMINISTRATION**

**G.1 POST AWARD CONFERENCE (AGAR 452.215-73)(NOV 1996)**

A post award conference with the successful offeror(s) is required. It will be scheduled after contract award in Boise, ID.

**G.2 PAYMENT FOR FIRE SUPPRESSION, ALL-HAZARD, SEVERITY/PREPAREDNESS**

**(a) BASIS OF PAYMENT**

The rate specified in the Schedule of Items is the rate per hour per crewperson. For calculation of pay, time shall be recorded in 1/4-hour increments. The full contracted rate shall continue to apply as long as the NCC is in contract compliance, and until the NCC has been released from the incident and has returned to the point of hire.

On Shift time includes:

- time NCC is working on Fire Suppression, All-Hazard, or Severity/Preparedness
- time NCC is under the direction/control of the Government including ordered standby

The Contractor is paid for all on shift time from the beginning of shift until the end of shift, with the exception of meal breaks which are not ordinarily compensable.

In certain situations, meal breaks may be compensable. These situations are the exception, not the rule. Personnel on the fireline may be compensated for their meal break if ALL of the following conditions are met:

- the fire is not controlled
- the meal break is approved by the Government Representative supervising the NCC
- payment for the meal break is documented on the Crew Time Report

Compensable meal breaks include time spent eating while traveling to the incident. Meal breaks are not compensable while on Severity/Preparedness assignments.

**(b) CREW DOWNGRADE CLAUSE**

With the exception of crew size, at any time when the NCC is not in strict compliance with the requirements of Table C.2, Minimum Crew Requirements, the Government will determine if the NCC meets the standards of Table C.3, Minimum Crew Requirements–Type 2 and may downgrade the NCC from Type 2-IA to a Type 2 crew and may at its discretion:

- continue to employ the NCC if on assignment,
- release the downgraded NCC if on assignment, or
- order the NCC as a Type 2 crew if a new assignment.

If the Government agrees to accept the NCC as a Type 2 crew, the NCC will not be deemed noncompliant.

## **SECTION G**

### **CONTRACT ADMINISTRATION**

When the crew is downgraded from Type 2-IA to Type 2, the Government will deduct 10% from the hourly rate and will pay at the lower rate until the requirements in Table C.2 are met. The deduction shall be clearly documented on the Crew Time Report.

#### **(c) DAILY GUARANTEE**

For each calendar day the NCC is under-hire, the Government shall pay no less than the following: (8 hours) x (number of crew members) x (full contracted rate specified in the awarded Schedule of Items), or the actual time worked, whichever is greater.

For the first and last day of the assignment, the Daily Guarantee does not apply and payment shall be made for actual hours worked and/or traveled. The last day of an assignment is considered to be that day when the NCC completes authorized travel back to the DDP. If the NCC is reassigned to another incident while in travel status back to the DDP, then the Daily Guarantee applies.

#### **(d) NONCOMPLIANCE**

If at any time after acceptance at the incident, the Contractor subsequently becomes noncompliant, and therefore cannot perform work under this contract, the Daily Guarantee shall not apply and the Contractor will be paid only for the actual hours worked prior to becoming noncompliant.

#### **(e) BRIEFINGS**

Only the Crew Boss is required to attend operational period briefings, and therefore is entitled to payment for this time. A maximum of four persons per crew may attend the briefings with compensation if such is requested by the Government in advance and approved in writing on the Crew Time Report. The following positions apply: Crew Boss or Trainee, and Squad Boss or Trainee and ICT5. Trainees must have an initiated Task Book and be listed on the Crew Manifest as such and must be acknowledged and documented upon check-in at the incident.

#### **(f) OFF-SHIFT DUTIES**

No additional payment will be made for costs associated with crew support such as tool sharpening, equipment maintenance, invoice reconciliation, laundry service, check out, or any other off-shift activities related to crew readiness beyond the guarantees set forth herein.

#### **(g) WITHDRAWAL OF CREW BY THE CONTRACTOR**

The Government will incur no further obligation for payment for unauthorized withdrawal of a NCC from an incident or project assignment. In cases where the Contractor unilaterally decides the crew must be removed, the Contractor is required to coordinate with the Incident Management Team (IMT), COTR, or user unit authority, and must document the reason for removing the crew from work. The determination as to whether the removal is authorized will rest with the IMT, COTR, or user unit authority whose decision will be forwarded to the Contracting Officer for final determination.

**SECTION G**  
**CONTRACT ADMINISTRATION**

**(h) OVERNIGHT ALLOWANCE, AND MEAL ALLOWANCE**

Overnight Allowance and/or Meal Allowance may be authorized under the following conditions:

**(1) Overnight Allowance**

When the Government cannot provide a campsite, and if authorized by the user unit and properly receipted and invoiced, actual lodging expenses (double occupancy) incurred by the NCC are reimbursable. While in travel status to or from incidents/projects actual lodging expenses are reimbursable. For any lodging expenses invoiced at single occupancy, the reimbursement payment shall be reduced by 50% for each room singly occupied. If the NCC has an odd number of male or female crew members an additional room may be authorized. The maximum allowable lodging rates per room, excluding taxes shall not exceed the current standard Continental United States (CONUS) lodging rates referenced in the Federal Travel Regulations (FTR). Double occupancy rates may be higher, but must not exceed double the standard CONUS lodging rate. Any associated lodging taxes are reimbursable as documented on the lodging invoice.

Notwithstanding the user unit authorization above, the Overnight Allowance is authorized while in travel status when the Contractor cannot reach an assigned destination due to DOT driving limitations.

**(2) Meal Allowance**

When no food and drink are provided by the Government after the first shift at the incident, an allowance equal to the current standard CONUS per diem meal rate per person per day will be paid. For the first and last day of each assignment, 75% of the meal allowance will be paid.

The above Allowances are limited to the number of persons shown on the Crew Time Report. In no case shall these allowances be paid to more than twenty persons per shift.

**(i) FOOD & DRINK**

If available, food and drink is provided at the incident at no charge. Firefighters are encouraged to take sufficient drink with them to the fireline. (See Section C.7(a)) During demobilization and/or reassignment, the Government may provide sack lunches to NCC personnel without charge to the Contractor.

**(j) ORDERED REST**

When directed by the Government in its effort to address agency work/rest guidelines, rest is paid at 8 hours per person per day at the full hourly fire suppression rate.

**(k) ORDER CANCELLATION**

**(1) Order Cancellation Prior To Departure**

If the Government cancels an order after confirmation of the order with the Host Unit Coordination Center, but prior to the crew's departure, a cancellation fee of \$500.00

## **SECTION G CONTRACT ADMINISTRATION**

shall be paid. A resource order is Confirmed when agreement is made between the Contractor and the Government that:

- (i) the NCC ordered is available;
- (ii) there has been agreement as to the start work time at the incident per the Resource Order or at the project site per the Task Order;
- and
- (iii) a Request Number and Resource Order Number have been provided to the Contractor.

### **(2) Order Cancellation in Route After Departure**

If the order is cancelled after the Resource Order has been confirmed, and the NCC is in route, the resource is considered mobilized. The NCC shall be paid for actual hours worked or traveled. When an order cancellation occurs, the Contractor must submit an invoice with a copy of the resource order to the Contracting Officer for approval. The Overnight Allowance may apply.

### **(I) PAYMENT OFFICE**

The office designated in Block 25 of the contract award document (Standard Form 33) is the payment office unless and until changed by contract modification. The payment office address must be clearly printed on any envelopes sent to the payment office along with the Contractor's return address including Contractor name, contract number, and NCC number. For Project Work payments, refer to Section G.5(b).

### **(m) METHOD OF PAYMENT – ELECTRONIC FUNDS TRANSFER**

Payments by the Government under this contract will be made by Electronic Funds Transfer (EFT). See FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration and FAR 52.204-7 Central Contractor Registration.

### **(n) INVOICING PROCESS – FIRE SUPPRESSION AND ALL-HAZARD INCIDENTS**

- (1) After each operational period worked the Government will record the Contractor's time on a Crew Time Report (SF-261). The Government Representative must sign the Crew Time Report verifying the hours worked daily and any other charges such as Optional Items ordered; authorized meal breaks; ordered standby, RON allowance, etc. Where available, Contractors may use Government photocopy equipment.
- (2) The Finance Section will post the crew's time and any other authorized charges to an Emergency Equipment Use Invoice (OF-286). The Contractor Representative and the Government Representative will both print their names and phone numbers on the invoice; then sign the invoice verifying that the information contained on the form is correct.
- (3) When the NCC is released to return to their DDP, the Finance Section closes out the Emergency Equipment Use Invoice including estimated time for return travel and approval of any Overnight Allowance or Meal Allowance, if appropriate. Supporting receipts, if available, for Government approved reimbursable expenses such as RON allowance,

## **SECTION G**

### **CONTRACT ADMINISTRATION**

commercial transport of crew vehicles, and commercial air travel must be included along with invoices. Any receipts that are not available prior to demobilization from the incident must be submitted by the Contractor to the designated payment center as soon as possible; failure to do so will delay payment.

(4) The Contractor must request payment under this subsection using the Emergency Equipment Use Invoice. Crew Time Reports signed by the Government Representative are required as supporting documentation.

(5) Optional Items ordered by the Government from the Contractor must be included on the Emergency Equipment Use Invoice and will be paid according to the Daily Rate for Optional Items identified in the awarded Schedule of Items. If Optional Items are ordered, the Government representative must document the order on the Crew Time Report.

### **G.3 REIMBURSEMENT FOR AIR TRANSPORTATION**

(a) When NCCs are transported by commercial air, the Government shall reimburse the Contractor for air transportation costs. These costs may include any related transportation costs incurred by the Contractor from the dispatch-designated air terminal to the fire location and return to that dispatch-designated air terminal, unless the Government changes the return destination. Airfare costs in excess of the lowest customary standard coach, or equivalent airfare, offered during normal business hours are unallowable. Exceptions that may apply are when such airfares will result in circuitous routing, travel during unreasonable hours, excessively prolonged travel, the incurring of other costs that would offset the transportation savings, or conditions that would otherwise not reasonably meet the needs of the traveler or mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified in writing with copies of that documentation included with Contractor invoices. All time from the point of hire to the incident in transport is time under hire. Lodging and meal allowance is authorized if justified per the guidelines in Section G.2(h). Other ground transportation such as car rental may be authorized.

(b) The Government will not reimburse Contractors for return air transportation costs for individual crew persons whose employment is terminated at the fire location or who choose to return from the fire location for personal reasons.

#### **(c) Procedure**

(1) If the Crew Boss is able to present the airline ticket, receipt, or invoice from the carrier at the incident, the Contractor costs for airline transportation will be added to the Emergency Equipment Use Invoice submitted for crew costs, or

(2) If the Crew Boss does not have the airline ticket, receipt, or invoice at the incident, the Contractor may later submit the bill for reimbursement for common carrier costs to the payment center as indicated in Block 25 of the SF-33 contract award document. All required documentation as listed below must be submitted.

(3) Supporting documentation, in addition to that required in Subparagraph (1) above, must include: any itineraries received from the airline or travel agency; the Standard Form SF-245, Passenger and Cargo Manifest; and the Crew Time Report for the travel time (to include necessary ground travel to and from the point of hire to the incident).

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The Crew Time Report must be signed by the Government representative at the travel destination in order to serve as a receipt for the air transportation services received on behalf of the Government.

(4) When Commercial carrier is used, invoices for commercial transport of crew vehicles that are duly requested and properly ordered via Equipment Resource Order by the Government are to be submitted by the Contractor upon completion of the one-way transport to the incident or crew assignment location as indicated on the Resource Order. The Crew Boss or contractor representative has the responsibility of procuring the invoice from the commercial carrier upon delivery of the crew vehicles. The original invoice or a legible copy should be submitted to the Finance Section so it can be added to the Emergency Equipment Use Invoice. The contractor is responsible for payment to the commercial carrier and will be reimbursed by the Government via the Emergency Equipment Use Invoice. If the Crew Boss is unable to procure the invoice upon delivery, see Subparagraph (2) above.

#### **G.4 PAYMENT FOR TRANSPORTATION OF CREW VEHICLES**

When ordered by the Government through an Equipment Resource Order, the Contractor will be reimbursed for the one-way commercial transport Contractor crew vehicles and equipment to an incident where the NCC was transported by the Government via air transport.

The following terms and conditions apply:

- One-way transport from Contractor's place of business or DDP to the incident or other designated location on the Resource Order.
- When Contractor drivers are not used. Commercial common carrier only. Door-to-Door delivery FOB Destination when Commercial carrier is used.
- Enclosed or unenclosed carrier transport of vehicle w/equipment when Contractor drivers are not used.
- Ordered by the Government via a properly placed Equipment Resource Order.

Contractor submissions for reimbursement shall include the Equipment Resource Order with Emergency Equipment Use Invoice as well as a receipt or invoice from the commercial carrier if used.

The Contractor will be reimbursed for providing employee drivers applicable to reimbursement for crew travel, to include payment for travel expenses incurred by Contractor provided drivers to return home after delivery of crew vehicles to the incident, i.e. lodging, travel time, or commercial air travel, etc. Any reimbursable expenses for lodging, travel time, or commercial air travel must have supporting receipts.

The Contractor will be reimbursed for providing employee drivers for the delivery of crew vehicles to the next incident assignment or back to the original pick-up point according to the same procedures identified above.

The Interstate Commerce Act regulates the rates and fees charged by a common carrier. Generally, a public transportation service is required to publish its fee schedules to be charged



## **SECTION G CONTRACT ADMINISTRATION**

for the transportation service to the general public. The transportation service is required to charge the published fare. For this contract, the contractor is required to use carriers that offer acceptable service at reduced rates if available. The name and location of the transportation officer designated to furnish support and guidance to the Contractor who intends to use Government rate tenders will be supplied at the time of placement of the Equipment Resource Order. (See Section C.10)

When Commercial carrier is used, the government will not pay any related expenses such as Contractor employee driving of the crew vehicles to a commercial vendor terminal for beginning or ending transport. The Government reserves the right to determine the price reasonableness of Contractor arranged commercial vehicle transport and may suggest other vendors if the rates are determined to be unreasonable. If the preceding terms and conditions are not met, or otherwise waived by the CO in writing, any transportation and travel expenses related to delivering the crew vehicles to the incident will be the full responsibility of the Contractor.

### **G.5 PAYMENT FOR PROJECT WORK**

Length of shifts under Project Work will normally consist of 8 to 10-hour days including travel. In addition to hourly rates, rates of pay for Project Work may be measured in units such as price per acre, per pile, per day, or other appropriate unit of measure. (See Section C.13)

When the Contractor accepts a Project Work assignment under this contract, the NCC must complete the assignment as agreed upon unless released by the Government. Meal breaks are non-compensable while on Project Work assignments and are excluded from computation of the total hours worked per day. The following terms apply to all project work if paid by an hourly rate:

#### **(a) RATES OF PAYMENT**

(1) Rate of Payment: The rate of payment will be at the rates as offered and awarded in the Contractor's response to a competed Task Order. The rates paid to crewmembers by the Contractor must meet Service Contract Act requirements.

(2) On Shift: Includes,

(i) time the Contractor is actually working and,

(ii) time under the direction and control of the Government, including inspection.

If offering hourly rates, the Contractor is paid for all on shift time from the beginning of shift until the end of shift, with the exception of meal breaks.

(3) Overnight Allowance and Meal Allowance: Overnight allowance and meal allowance will be paid as specified in each Task Order issued.

(4) Order Cancellation In Route: If the order is cancelled after a task order has been confirmed and the resource is in route, the hourly rate as specified for fire suppression shall be paid for actual hours traveled per person. There is no cancellation fee if the Task Order is cancelled prior to the Crew's mobilization unless specifically agreed to in advance and documented on the awarded Task Order.

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### **(b) PAYING FOR PROJECT WORK**

The benefiting Agency that is ordering and funding the project will process the payment through their appropriate Paying Unit in accordance with their Agency's procedures.

### **(c) METHOD OF PAYMENT - ELECTRONIC FUNDS TRANSFER**

Payments by the Government under this contract shall be made by electronic funds transfer (EFT). See FAR 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration and FAR 52.204-7 Central Contractor Registration.

### **(d) INVOICING PROCESS - PROJECTS**

#### **(1) Project Work Paid at an Hourly Rate**

Contractors are responsible to provide these forms to the Government when performing on a project paid at an hourly rate:

(i) The Single Resource Boss (Crew) will carry 2 copies of the contract with the task order to the project work site.

(ii) After each operational period worked the Government shall record the Contractor's time on a Crew Time Report (SF-261). The Government and the Contractor Representatives shall sign the SF-261 verifying the hours worked daily. The appropriate job code, including override, shall be annotated in block 5 of Form SF-261. If applicable the Government shall annotate in block 11 of the SF-261 if the Overnight and Meal Allowances are to be paid.

(iii) The Contractor must submit his invoice along with the original Crew Time Reports to the Government representative overseeing the project. The Contractor must obtain a receipt signature of the invoice prior to submission of the invoice to the designated payment office.

(iv) The Contractor Representative shall bundle and submit all invoices with accompanying Crew Time Reports to the designated payment office after Government review, audit, and approval.

#### **(2) Project Work Paid at Other Than an Hourly Rate**

For project work priced at other than an hourly rate, the Contractor shall submit invoices that accurately measure work completed, such as percentage of work completed, acres completed, or days worked.

### **G.6 PAYMENT FOR ACCOUNTABLE/DURABLE GOODS**

All unreturned accountable and durable property will be deducted from payment to the Contractor. The deduction shall be clearly documented on the Emergency Equipment Use Invoice.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

None incorporated by reference.

#### **AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES**

- 452.236-72 Use of Premises (NOV 1996)
- 452.236-73 Archaeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)

#### **CLAUSES FULL TEXT**

### **H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7)(NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

### **H.3 KEY PERSONNEL (AGAR 452.237-74)(FEB 1988)**

(a) The Contractor shall assign to this contract the following key personnel:

- Crew Boss (one per crew)
- FFT1/Squad Bosses (three per crew)
- ICT5 (four per crew)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

#### H.4 IDENTIFICATION OF KEY PERSONNEL QUALIFICATIONS AND TRAINING

For each crew proposed, identify at least one (1) qualified Crew Boss and at least three (3) qualified Squad Bosses who will be assigned leadership positions within each proposed crew as a Crew Boss or Squad Boss. Each must be qualified as Incident Commander Type-5 (ICT5). In the table below, identify the date when each firefighter achieved qualification for each position. For Work Capacity Fitness Test and Annual Safety Refresher Training, indicate the most recent date when these were successfully completed. Offerors must propose enough qualified individuals to provide the required minimum leadership for each crew proposed. Use additional pages as necessary.

[illegible]

## H.5 EMPLOYMENT OF ELIGIBLE WORKERS (FSAR 4G52.222-701)(DEC 1999)

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

The contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

about the documents on the form, and complete the certification portion of the form; (4) retain the form for 3 years, or 1 year past the end of employment of the individual, whichever is longer.

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

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

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS office.

### **H.6 LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS (FSAR 4G52.222-702)(DEC 1999)**

#### **(a) GENERAL.**

This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing MSPA (29 CFR 500). The purpose of MSPA is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor contractors, and to ensure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to predominately manual forestry work including, but not limited to, tree planting, release, pre-commercial thinning, site preparation, and wildland fire fighting.

#### **(b) DEFINITIONS.**

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker", as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

"Farm Labor Contractor", as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) Registration Requirement. Any contractor who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Certificate of Registration from the Department of Labor or an authorized State agency. 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

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defined for a "Farm Labor Contractor" in paragraph (b) must have their own Farm Labor Contractor Employee Certificate.

(d) Worker Protections. The contractor shall comply with the following protections and standards related to wage disclosure, recordkeeping, vehicle safety, and housing:

(1) The contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.

(2) Wage and Payroll Standards

(i) The contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation information, at the time they are recruited or hired. The Department of Labor provides an optional Form WH-516 for contractor's use in disclosure.

(ii) The contractor must keep the following payroll records for each employee: name, address, social security number, basis for wages (that is, per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records shall be retained for 3 years.

(iii) Payments must be made no less frequently than every 2 weeks or semi-monthly. At the time of each payment, the contractor shall provide to the employee a written itemization of the information listed in paragraph (ii) and shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

(3) Motor Vehicle Safety

(i) The contractor must be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the contractor must be registered as a farm labor contractor or a farm labor contractor employee.

(ii) Any vehicle under the ownership or control of the contractor shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations at 29 CFR 500.105. All drivers must have a current, valid State driver's license.

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(iii) Each vehicle under the ownership or control of the contractor which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance of \$100,000 per seat (maximum \$5,000,000). A workers compensation policy which covers the workers while being transported plus an additional property damage policy for \$50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

#### **(4) Housing**

(i) The contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency. The contractor must post the certificate of occupancy at the housing site.

(ii) The authorization to furnish housing, other than commercial lodging, must appear on the contractor's certificate.

(e) For further information on the requirements of the Act, contractors should contact their local Wage and Hour Division of the Department of Labor.

#### **H.7 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT REGISTRATION (FSAR 4G52.222-703)(DEC 1999)**

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain an MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 30 days after notification of award of the contract.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA. Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

#### **H.8 COMPLIANCE WITH THE IMMIGRATION AND NATIONALITY ACT (FSAR 4G22.7001)**

Section 274A of the Immigration and Nationality Act (8 U.S.C 1324a) makes it unlawful for an employer to hire unauthorized aliens. Pursuant to section 274A, the U.S. Immigration and Citizenship Services (CIS) has established Form I-9, Employment and Eligibility Verification Form, as the document to be used for employment eligibility verification. It is the policy of USDA to promote contractor compliance with section 274A of the Immigration and Nationality Act and with implementing regulations and guidance promulgated by CIS.

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#### **H.9 FOREST SERVICE HARASSMENT FREE WORKPLACE POLICY**

(a) This section describes the Forest Service policy regarding harassment in the workplace. All Contractors and Contractor employees are expected to adopt and adhere to this policy. The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors. The Forest Service strives for a harassment-free work environment where people treat one another with respect. All Contractors and Contractor employees must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

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

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

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

- Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.
- Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.
- Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

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

- Tell the harasser to stop the offensive conduct; and/or
- Tell a manager or supervisor about the conduct; and/or
- Contact any other individual you trust who would take action.



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SPECIAL CONTRACT REQUIREMENTS**

**H.10 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS**

The following provisions apply to all camping on National Forest lands during performance under this contract:

- (a) These provisions are in addition to those contained in, or provided for in AGAR 452.236-72 Use of Premises.
- (b) Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.
- (c) The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.
- (d) The campsite shall have a clean appearance at all times.
- (e) Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.
- (f) Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.
- (g) Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- (h) Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
- (i) Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.
- (j) An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.
- (k) Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.
- (l) Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.

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(m) Basic first aid supplies shall be maintained, available and under the charge of a crewmember trained to administer first aid. Contents of first aid supplies shall adhere to all applicable State requirements.

(n) Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

(o) Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

(p) The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

(q) The contractor shall comply with the following fire regulations during fire season:

(1) A shovel, axe or Pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of 1:A 10:BC is required during the fire season.

(2) All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

(3) All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order and located in a cleared area with the same requirements as in (2).

(4) All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

(r) Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

(s) The Forest Service reserves the right to terminate a camping permit at any time.

#### **H.11 WORKMANSHIP**

(a) All work under this contract shall be performed in a safe manner to a professional standard. The purpose of performance under this contract is the suppression of wildland fire, as well as the accomplishment of other mission objectives as may be identified and assigned in other All-Hazard emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Forest Service Harassment Free Workplace Policy (See Section H.9). It will be left to the discretion of the Incident Commander to demobilize an entire NCC or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Contractor and Contracting Officer subsequent to the action. Accordingly, the Contracting Officer, COTR, or Project Inspector may require in writing that the Contractor remove immediately from the contract any noncompliant personnel.

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(b) If a contractor's employee or crew is terminated, quits, or is otherwise released from the incident for any reason, the Contractor is required to return the employee(s) to the point of hire. The employee's departure time from the Incident Command Post (ICP) shall be within 12 hours, or time specified by a Government Representative, following such action. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's invoice. If the Contractor's employee(s) do not depart from the incident within the specified time period, the IMT may transport said employee(s) or arrange for their transportation and deduct all such costs from the Contractor's invoice.

#### **H.12 COMMERCIAL FILMING OR VIDEOTAPING**

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.

**SECTION I  
CONTRACT CLAUSES**

**PART II -- CONTRACT CLAUSES**

**I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

|           |   |
|-----------|---|
| 52.202-1  | Definitions (JUL 2004)  |
| 52.203-3  | Gratuities (APR 1984)   |
| 52.203-5  | Covenant Against Contingent Fees (APR 1984)   |
| 52.203-6  | Restrictions on Subcontractor Sales to the Government (SEP 2006)  |
| 52.203-7  | Anti-Kickback Procedures (JUL 1995)   |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)   |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)   |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)   |
| 52.204-4  | Printed or Copied Double-Sided on Recycled Paper (AUG 2000)   |
| 52.204-9  | Personal Identity Verification of Contractor Personnel (SEP 2007)   |
| 52.209-6  | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006) |
| 52.215-2  | Audit and Records -- Negotiation (MAR 2009)   |
| 52.215-8  | Order of Precedence -- Uniform Contract Format (OCT 1997)   |
| 52.216-7  | Allowable Cost and Payment (DEC 2002)   |
| 52.217-8  | Option to Extend Services (NOV 1999)  |
| 52.219-6  | Notice of Total Small Business Set-Aside (JUN 2003)   |
| 52.219-8  | Utilization of Small Business Concerns (MAY 2004)   |
| 52.219-9  | Small Business Subcontracting Plan (APR 2008)   |
| 52.219-14 | Limitations on Subcontracting (DEC 1996)  |
| 52.219-16 | Liquidated Damages -- Subcontracting Plan (JAN 1999) (Applicable if > \$500,000)  |
| 52.219-28 | Post-Award Small Business Program Representation (APR 2009)   |
| 52.222-3  | Convict Labor (JUN 2003)  |
| 52.222-4  | Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)  |
| 52.222-21 | Prohibition of Segregated Facilities (FEB 1999)   |
| 52.222-26 | Equal Opportunity (MAR 2007)  |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)                |
| 52.222-36 | Affirmative Action for Workers with Disabilities (JUN 1998)   |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)                |
| 52.222-41 | Service Contract Act of 1965, as Amended (NOV 2007)   |
| 52.222-50 | Combating Trafficking in Persons (FEB 2009)   |
| 52.222-54 | Employment Eligibility Verification (JAN 2009)  |
| 52.223-2  | Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)                                    |
| 52.223-5  | Pollution Prevention and Right to Know Information (AUG 2003)   |

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**CONTRACT CLAUSES**

|           |  |
|-----------|--|
| 52.223-6  | Drug-Free Workplace (MAY 2001)   |
| 52.223-14 | Toxic Chemical Release Reporting (AUG 2003)  |
| 52.225-13 | Restrictions on Certain Foreign Purchases (JUN 2008)                               |
| 52.227-1  | Authorization and Consent (DEC 2007)   |
| 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)       |
| 52.229-3  | Federal, State, and Local Taxes (APR 2003)   |
| 52.232-1  | Payments (APR 1984)  |
| 52.232-7  | Payments Under Time-and-Materials and Labor-Hour Contracts (FEB 2007)              |
| 52.232-8  | Discounts for Prompt Payment (FEB 2002)  |
| 52.232-9  | Limitation on Withholding of Payments (APR 1984)                                   |
| 52.232-11 | Extras (APR 1984)  |
| 52.232-17 | Interest (OCT 2008)  |
| 52.232-18 | Availability of Funds (APR 1984)   |
| 52.232-23 | Assignment of Claims (JAN 1986)  |
| 52.232-25 | Prompt Payment (OCT 2008)  |
| 52.232-33 | Payment by Electronic Funds Transfer -- Central Contractor Registration (OCT 2003) |
| 52.233-1  | Disputes (JULY 2002)   |
| 52.233-3  | Protest After Award (AUG 1996)   |
| 52.233-4  | Applicable Law for Breach of Contract Claim (OCT 2004)                             |
| 52.237-2  | Protection of Government Buildings, Equipment, and Vegetation (APR 1984)           |
| 52.237-3  | Continuity of Services (JAN 1991)  |
| 52.242-13 | Bankruptcy (JUL 1995)  |
| 52.243-1  | Changes -- Fixed-Price (AUG 1987) -- Alternate I (APR 1984)                        |
| 52.244-6  | Subcontracts for Commercial Items (MAR 2009)                                       |
| 52.245-1  | Government Property (JUN 2007)   |
| 52.246-25 | Limitation of Liability -- Services (FEB 1997)                                     |
| 52.247-1  | Commercial Bill of Lading Notations (FEB 2006)                                     |
| 52.247-21 | Contractor Liability for Personal Injury or Property Damage (APR 1984)             |
| 52.248-1  | Value Engineering (FEB 2000)   |
| 52.249-2  | Termination for Convenience of the Government (Fixed-Price)(MAY 2004)              |
| 52.249-8  | Default (Fixed-Price Supply and Service)(APR 1984)                                 |
| 52.253-1  | Computer Generated Forms (JAN 1991)  |

**AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES**

|            |  |
|------------|--|
| 452.237-70 | Loss, Damage, Destruction or Repair (FEB 1988) |
| 452.237-75 | Restrictions Against Disclosure (FEB 1988)     |

**CLAUSES FULL TEXT**

**I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7)(JUL 2008)**

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

**SECTION I**  
**CONTRACT CLAUSES**

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the

## **SECTION I CONTRACT CLAUSES**

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.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

### **I.3 ORDERING (FAR 52.216-18)(OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the beginning through the end of the contract period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.4 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one operational period, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$80,000.

(2) Any order for a combination of items in excess of \$20,000,000 or

(3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.



## **SECTION I CONTRACT CLAUSES**

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **I.5 INDEFINITE QUANTITY (FAR 52.216-22)(OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2015.

### **I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration date of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. If the Government exercises an option to extend the term of the contract, it will do so prior to the expiration date. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### **I.7 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39)(DEC 2004)**

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

## **SECTION I CONTRACT CLAUSES**

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

### **Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570

1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

**SECTION I**  
**CONTRACT CLAUSES**

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the

**SECTION I  
CONTRACT CLAUSES**

Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It Is Not A Wage Determination.*

| Employee Class     | Monetary Wage | Fringe Benefits |
|--------------------|---------------|-----------------|
| Crew Boss          | \$17.28       |                 |
| Firefighter Type 1 | \$14.40       |                 |
| Firefighter Type 2 | \$13.00       |                 |

**I.9 GOVERNMENT LIABILITY**

The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

The Crew Boss is responsible for managing the Crew within its operating limits, responsible for safety of their employees and cargo and shall comply with the directions of the Government, except when in the judgment of the Crew Boss such compliance will be a violation of applicable Federal or State regulations. The Crew Boss shall refuse any operation considered hazardous or unsafe.

**SECTION J**  
**LIST OF ATTACHMENTS**

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J.1 LIST OF EXHIBITS**

EXHIBIT A - DEFINITIONS

EXHIBIT B - HANDCREW AND EQUIPMENT MANIFEST FORMS

EXHIBIT C - HANDCREW INSPECTION FORM AND VEHICLE SAFETY INSPECTION  
CHECKLIST

EXHIBIT D - EMERGENCY EQUIPMENT – USE INVOICE (OF-286)

EXHIBIT E - NATIONAL TYPE 2-IA CREW PERFORMANCE EVALUATION FORM

EXHIBIT F - WAGE DETERMINATIONS

EXHIBIT G - ENGLISH LANGUAGE PROFICIENCY EVALUATION

## **SECTION J LIST OF ATTACHMENTS**

### **EXHIBIT A DEFINITIONS**

#### **ACRONYMS**

|      |  |
|------|--|
| CO   | Contracting Officer                            |
| COTR | Contracting Officer's Technical Representative |
| CPS  | Contractor Performance System                  |
| DDP  | Designated Dispatch Point                      |
| FAR  | Federal Acquisition Regulation                 |
| GACC | Geographical Area Coordination Center          |
| HUCC | Host Unit Coordination Center                  |
| IA   | Initial Attack                                 |
| ICS  | Incident Command System                        |
| MAP  | Mandatory Availability Period                  |
| NCC  | National Contract Crew                         |
| NWCG | National Wildfire Coordinating Group           |
| PPE  | Personal Protective Equipment                  |
| ROSS | Resource Ordering & Statusing System           |

**AGENCY** - A Government organization which, for the practical purposes of this contract, is one of the land use agencies listed under GOVERNMENT. (See Section C.2(a))

**AGENCY COOPERATOR** - Government entities, including federal, state, and local, available and authorized through Cooperative Agreement to assist the United States Forest Service.

**ALL-HAZARD** - Non-fire incidents which utilize ICS organizations to mitigate conditions or damages resulting from natural or manmade disasters. Hurricanes and floods are examples of all-hazard incidents.

**CAMPSITE** - A Government designated site for overnight stay, defined as a place that shall be relatively secure from intrusion and suited for pitching a tent and sleeping. Potable water and latrine facilities are provided by the Government.

**CONTRACTING OFFICER (CO)** - Government personnel with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)** - An individual designated by the Contracting Officer to serve as the on-site representative in matters dealing with contract administration. The duties and responsibilities of the COTR are defined in the written letter of designation issued by the Contracting Officer.

**CONTRACTOR PERFORMANCE SYSTEM (CPS)** – Contractor past performance database used by 20 different Federal Agencies to document and access Contractor past performance information. Designed, developed, and implemented by the National Institutes of Health (NIH) Center for Information Technology (CIT) under the guidance and sponsorship of the Office of Acquisition and Logistics Management (OALM), Office of the Director, NIH.

**DESIGNATED DISPATCH POINT (DDP)** - Physical address where the NCC must be located during the MAP. Section B.3 lists the requirement for maximum distance that a DDP can be from any given Host Unit Coordination Center during the MAP.

**GEOGRAPHIC AREA COORDINATION CENTER (GACC)** - Each GACC is located within political boundaries designated by the wildland fire protection agencies, where these agencies work together in

## **SECTION J LIST OF ATTACHMENTS**

the coordination and effective utilization of resources within their boundaries. The GACCs act as focal points for internal and external resource requests not filled at the local level. There are eleven GACCs, each regionally located throughout the U.S.

GOVERNMENT - United States Department of Agriculture - Forest Service (USFS), United States Department of Interior - National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

HOST UNIT - The land within the boundaries of the Host Unit Coordination Centers identified in the Schedule of Items.

HOST UNIT COORDINATION CENTER (HUCC) - Agency or Interagency Dispatch Center that dispatches for the Host Unit and may dispatch for other agencies or other units.

INCIDENT - An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent, or minimize loss of life or damage to property and /or natural resources.

INCIDENT COMMAND SYSTEM (ICS) - Flexible, scalable response organization that provides a common framework organizational structure, management hierarchy, and procedures designed to improve response operations temporary emergency incident(s) of any size, type, and complexity.

MANDATORY AVAILABILITY PERIOD (MAP) - The MAP encompasses that period of time as designated in the Schedule of Items during which availability and specific NCC location is mandated by the terms of this contract.

MEAL ALLOWANCE - An allowance paid as per Section G.2(h) by the Government to partially compensate the Contractor for meals when food and drink is not supplied by the Government.

NATIONAL CONTRACT CREW (NCC) - Type 2-IA firefighter crew that meets the specifications and requirements of this contract as identified in the awarded Schedule of Items.

NATIONAL WILDFIRE COORDINATING GROUP (NWCG) – Group made up of representatives from the U.S. Forest Service, Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS), Federal Emergency Management Agency (FEMA), U.S. Fire Administration, State forestry agencies through the National Association of State Foresters, and the Intertribal Timber Council. NWCG coordinates programs of the participating wildfire management agencies. The group provides a formalized system of standards for training, equipment, qualifications, and other operational functions that guide the requirements for fire suppression and all-hazard incidents. [http://www.nwcg.gov/nwcg\\_admin/members.htm](http://www.nwcg.gov/nwcg_admin/members.htm)

ORDERED STANDBY - Compensable time when a resource is held, by direction or orders, in a specific location fully outfitted and ready for assignment.

OPERATIONAL PERIOD - Equal to one shift, an operational period is assumed to be 12 hours in fire suppression mode, or 8-10 hours during project work.

POINT OF HIRE - Contractor's place of business or where NCC is located at time of dispatch.

PROJECT INSPECTOR - Designated by the Contracting Officer's Technical Representative (COR), a Project Inspector has certain limited authorities to administer a contract and assists the COTR primarily with on-site inspections for compliance and monitoring of performance.

## **SECTION J LIST OF ATTACHMENTS**

**PROJECT WORK** - Optional work related to hazardous fuels management activities such as hazardous fuels reduction, prescribed fire application, brush removal, and land rehabilitation. Project Work shall not include construction, facilities maintenance and repair, or timber-related activities.

**PROPERTY** -

- **Accountable Property.** Items with a purchase price of \$5,000 or more, or items that the Incident Agency considers sensitive (e.g., cameras, chainsaws) and therefore accountable for the purposes of responsible property management for the incident. This property is generally tagged with an agency identification number.
- **Durable Property.** Goods that are non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.
- **Consumable Goods.** Consumable goods are dry good items normally expected to be consumed on the incident (e.g., replacement radio and headlamp batteries, plastic one-quart canteens, and plastic sheeting). This property is not marked.

**SEVERITY FUNDING** - A funding authorization that agencies use to increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected due to severe fire weather conditions.

**SEVERITY/PREPAREDNESS** - The class of assignments that are related to pre-suppression or fire preparedness activities. Appropriate Severity/Preparedness activities are stand-by at the DDP, patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness. Work performed while on a Severity/Preparedness assignment is paid at the full fire suppression contracted rate.

**FIRE SUPPRESSION** - Suppression encompasses all the work of extinguishing or confining a fire, beginning with its discovery.

**UNDER HIRE** - Time under hire starts at the departure time agreed upon when NCC is ordered by the Government and end by notification to the Contractor that the NCC is released.

**USER UNIT** - The agency unit under whose authority work is ordered and performed, responsible for providing direct incident management to a given area pursuant to a cooperative agreement, contract, or other authority.



**SECTION J**  
**LIST OF ATTACHMENTS**

**EXHIBIT B**

| <b>HANDCREW MANIFEST FORM</b> |  |               |                           |   |                              |                      |                 |                                       |  |
|-------------------------------|--|---------------|---------------------------|---|------------------------------|----------------------|-----------------|---------------------------------------|--|
| ORDERING UNIT                 |  | INCIDENT NAME |                           |   | INCIDENT NUMBER              |                      |                 | RESOURCE NUMBER<br><b>C-</b>          |  |
| CONTRACTOR                    |  |               |                           |   | DESIGNATED DISPATCH LOCATION |                      |                 |                                       |  |
| CONTRACTOR REPRESENTATIVE     |  |               | REPORT TO:                |   |                              | IF DELAYED, CONTACT: |                 |                                       |  |
| DEPARTURE<br>PLACE            |  | ETD           | INTERMEDIATE STOPS<br>ETA |   | PLACE                        | ETD                  | ETA             | DESTINATION<br>PLACE                  |  |
|                               |  |               |                           |   |                              |                      |                 |                                       |  |
| EMPLOYEE NAME (Last, First)   |  |               | M                         | F | IDENTIFICATION<br>NUMBER     | INCIDENT<br>POSITION | SAWYER<br>CLASS | EXPERIENCE<br>Blue-Red-Yellow (B_R_Y) |  |
| 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 (Last, First)              | Vehicle Make / Model | Year                 | Vehicle License No. |
|--|----------------------|----------------------|---------------------|
|  |                      |                      |                     |
|  |                      |                      |                     |
|  |                      |                      |                     |
|  |                      |                      |                     |
|  |                      |                      |                     |
| Contractor Representative Name (Print) | Date                 | Contact Phone Number |                     |

**SECTION J**  
**LIST OF ATTACHMENTS**

| <b>HANDCREW EQUIPMENT MANIFEST</b>   |   |                                       |  |          |         |         |    |
|--|---|---------------------------------------|--|----------|---------|---------|----|
| Required Hand Tool Combination – All Crew Types<br>Tools must be serviceable and maintained in good repair.<br>Additional equipment must be shown on manifest. Use separate form if necessary. |   |                                       |  |          |         |         |    |
| <b>REQUIRED HAND TOOL COMBINATION</b>  |   |                                       |  | Required | Pre-Use | Release |    |
| Combination: Hazel Hoe - Combi - Reinhardt - McLeod  | 3 lb. Head  | 36" Handle                            |  | 8        |         |         |    |
| Pulaski  | 3 ¾ lb. Head  | 36" Handle                            |  | 10       |         |         |    |
| Shovel   | Size 0 or 1 Round Point   | Long Handled                          |  | 8        |         |         |    |
| First Aid Kit  | 10 person, Belt Type, Meeting OSHA Standards  |                                       |  | 2        |         |         |    |
| Drip Torch   | With Fuel   |                                       |  | 4        |         |         |    |
| Power Saw  | With Gas and Oil  | Minimum 24" bar 3.44 Cubic Inch Motor |  | 3        |         |         |    |
| Chain Saw Kit  | Chaps, Extra Chain, Srench, File, Falling Axe and Falling Wedges  |                                       |  | 3        |         |         |    |
| Back Pack Type Leaf Blower (Region 8)  | Power - 2.0 kW/2.7 hp - Displacement - 40.2 cm/2.5 cu. inch or greater. Air Volume at Tube-340 CFM or greater. Air Volume at Housing – 589 CFM or greater. Minimum Air Velocity – 175 MPH or greater. |                                       |  | 3        |         |         |    |
| Fire Rake (Region 8)   |   |                                       |  | 10       |         |         |    |
| <b>POWER SAWS – 3 Required Per Crew</b>  |   |                                       |  |          |         |         |    |
| MAKE   | MODEL   | SERIAL NUMBER                         |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
| <b>PROGRAMMABLE RADIOS Including Cloning Cable (4 Required Per Crew)</b>   |   |                                       |  |          |         |         |    |
| MAKE   | MODEL   | SERIAL NUMBER                         |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
| <b>ADDITIONAL EQUIPMENT</b>  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
|  |   |                                       |  |          |         |         |    |
| <b>PERSONAL PROTECTIVE EQUIPMENT</b>   |   |                                       |  | Pre-Use  |         | Release |    |
| Per Crew Member  |   |                                       |  | Yes      | No      | Yes     | No |
| BOOTS: Leather, lace-up. Minimum 8" High with Lug Soles. (Steel toed boots are not acceptable)   |   |                                       |  |          |         |         |    |
| HARDHAT: Plastic Class B meeting NFPA Standard 1977, 1998 or later edition w/chin strap required.  |   |                                       |  |          |         |         |    |
| GLOVES: One pair, heavy-duty leather.  |   |                                       |  |          |         |         |    |
| EYE PROTECTION: One pair meets standards ANSI Z87, latest edition.   |   |                                       |  |          |         |         |    |
| HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.   |   |                                       |  |          |         |         |    |
| HEADLAMP: With Batteries and Attachment for Hardhat.   |   |                                       |  |          |         |         |    |
| FLAME RESISTANT CLOTHING – 2 sets per person (shirt and pants)   |   |                                       |  |          |         |         |    |
| CANTEEN: One-Quart size Canteen. Full of water, one is required, two are recommended.  |   |                                       |  |          |         |         |    |
| FIRE SHELTER: National Fire Protection Association (NFPA) approved.  |   |                                       |  |          |         |         |    |

|  |            |            |           |
|--|------------|------------|-----------|
| <b>Release Inspection: No Damage No Claims</b> |            |            |           |
| DATE:  | INSPECTOR: | HOME UNIT: | PHONE NO: |
| CONTRACTOR REPRESENTATIVE: (Print)             |            |            | TITLE:    |
| CONTRACTOR REPRESENTATIVE SIGNATURE            |            |            | PHONE:    |

**SECTION J**  
**LIST OF ATTACHMENTS**

**EXHIBIT C**

| <b>HANDCREW INSPECTION FORM</b>  |  |  |            |
|--|--|--|------------|
| DATE:  | PASS: <input type="checkbox"/>   | FAIL: <input type="checkbox"/> REMEDY:<br>NOTICE OF NONCOMPLIANCE ISSUED AND COPY SENT TO CONTRACTING OFFICER <input type="checkbox"/> |            |
| CONTRACTOR (Include # Identifier)  | CONTRACT NO  | RESOURCE ORDER NUMBER<br><b>C-</b>   | CREW SIZE  |
| INCIDENT NAME  | INCIDENT NUMBER  | POINT OF HIRE  |            |
| HOST UNIT DISPATCH CENTER  | CREW HOURLY RATE<br>\$   | WORK/REST INFORMATION<br>DATE of Last Day Off for Entire Crew  |            |
| <b>PRE-USE INSPECTION</b>  |  |  |            |
| INSPECTOR:   |  | HOME UNIT:   | PHONE NO:  |
| CONTRACTOR REPRESENTATIVE: (Print)   |  | PHONE NO:  |            |
| CONTRACTOR REPRESENTATIVE: (Signature)   |  | TITLE:   |            |
| <b>CREW BOSS and INSPECTOR CHECK LIST</b>  |  |  | <b>YES</b> |
| RESOURCE ORDER   |  |  | <b>NO</b>  |
| CREW MANIFEST  |  |  |            |
| COPY OF CONTRACT   |  |  |            |
| CONTRACT AWARD INFORMATION INCLUDING SCHEDULE OF SERVICES  |  |  |            |
| LANGUAGE REQUIREMENT – CREW BOSS AND SQUAD BOSSES must be able to Speak, Read /Understand & Write English and be Fluent in the Language of Crew or Squad they are assigned to. |  |  |            |
| PERSONNEL ID CARDS   |  |  |            |
| FEDERAL OR STATE PICTURE ID'S  |  |  |            |
| CURRENT STATE DRIVER LICENSES  |  |  |            |
| CURRENT MSPA CERTIFICATIONS  |  |  |            |
| AVAILABLE FOOD & WATER thru FIRST SHIFT  |  |  |            |
| EQUIPMENT MANIFEST   |  |  |            |
| INSURANCE MEDICAL FORMS  |  |  |            |
| EXTERIOR CREW IDENTIFICATION ON SUPPORT VEHICLE DOOR PANELS  |  |  |            |
| VEHICLE INSPECTION FORM 296 – One for Each Support Vehicle – Signed by Government Representative   |  |  |            |
| <b>NWCG MINIMUM CREW STANDARDS FOR MOBILIZATION</b>  |  |  |            |
| Crews are Not to be Considered Type 2 IA Unless Under Contract As Such   |  |  |            |
| <b>MINIMUM STANDARDS</b>   | <b>NATIONAL TYPE 2 IA CREW QUALIFICATIONS <input type="checkbox"/></b>                           | <b>TYPE 2 CREW QUALIFICATIONS <input type="checkbox"/></b>   |            |
| Fire Line Capability   | Initial attack; Crew can be broken into Squads; fireline construction; firing to include burnout | Initial attack/ fire line construction, firing to include burnout  |            |
| Crew Size  | 18 – 20 Persons  | 18 – 20 Persons  |            |
| Leadership Qualifications  | CRWB & Squad Bosses – Bosses shall be ICT5 qualified   | CRWB and 3 FFT1 Squad Bosses   |            |
| Experience   | 60% of the crew will have one season or more experience  | 40% of the crew will have one season or more experience  |            |
| Full Time Organized Crew   | Mandatory Availability Period only, as required in Schedule of Services                          | Mandatory Availability Period Only/ On Call  |            |
| Communications   | 4 Programmable Radios  | 4 Programmable Radios  |            |
| Sawyers  | 3 Qualified Class B at all times   | 3 Qualified Class A at all times   |            |
| Training   | Basic firefighter training and/ or annual firefighter safety refresher                           | Basic firefighter training and/ or annual firefighter safety refresher   |            |
| Fitness  | Arduous  | Arduous  |            |
| Logistics  | Self Sufficient (See Section G.2(h))   | Self Sufficient (See Section G.2(h))   |            |
| Maximum Weight   | 5,300 lbs  | 5,300 lbs  |            |
| Dispatch Availability  | Available during Mandatory Availability Period or as per status in ROSS                          | Available during Mandatory Availability Period or per status in ROSS   |            |
| Production Factor  | 0.8 (see Fireline Handbook 410-1)  | 0.8 (see Fireline Handbook 410-1)  |            |
| Transportation   | See Contract for Crew Ground and Air Transportation  | See Contract for Crew Ground and Air Transportation  |            |
| Tools & Equipment  | Contractor Supplied  | Contractor Supplied  |            |
| Personal Gear  | Contractor Supplied  | Contractor Supplied  |            |
| PPE  | Contractor Supplied  | Contractor Supplied  |            |

| VEHICLE / HEAVY EQUIPMENT<br>SAFETY INSPECTION CHECKLIST  |  |  |    |         |    |
|---|--|--|----|---------|----|
| 1. INCIDENT NAME / NUMBER   |  | 2. ORDER / REQUEST NUMBER  |    |         |    |
| 3. OWNER / VENDOR   |  |  |    |         |    |
| 4. AGREEMENT, PO, CONTRACT NO.  |  | 5. EXPIRES   |    |         |    |
| 6. MAKE   |  | 7. MODEL, TYPE   |    |         |    |
| 8. SERIAL NO. / VIN   |  | 9. LICENSE NO.   |    |         |    |
| <b>Section I - Tractor, Motor Grader</b>  |  |  |    |         |    |
|   |  | Pre-use  |    | Release |    |
|   |  | Yes  | No | Yes     | No |
| 1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. * |  |  |    |         |    |
| 2. Lights: mounted and working while operating  |  |  |    |         |    |
| 3. Battery: check for corrosion, loose terminal, hold downs   |  |  |    |         |    |
| 4. Engine running: check oil pressure, knocks and leaks   |  |  |    |         |    |
| 5. Guages: all must be working; oil, temperature, etc. *  |  |  |    |         |    |
| 6. Steering clutches: must have 3-4" free travel *  |  |  |    |         |    |
| 7. Brakes: must hold at half travel. *  |  |  |    |         |    |
| 8. Muffler and spark arrester: approved type unless turboed *   |  |  |    |         |    |
| 9. Fuel system: must be free of drips and leaks *   |  |  |    |         |    |
| 10. Cooling system: must be free of leaks *   |  |  |    |         |    |
| 11. Fan and fan belts: check for defects  |  |  |    |         |    |
| 12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *                                   |  |  |    |         |    |
| 13. Hydraulic system: no leaks or drips   |  |  |    |         |    |
| 14. Belly plate, rock and radiator guards: securely mounted *   |  |  |    |         |    |
| 15. Final drive, transmission and differential: check for dripping  |  |  |    |         |    |
| 16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp   |  |  |    |         |    |
| 17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *  |  |  |    |         |    |
| 18. Blade, ripper, winch: operate smoothly and hold at any point  |  |  |    |         |    |
| 19. Dozer and assembly: trunnion bolts missing, cracks *  |  |  |    |         |    |
| 20. Drawbar: serviceable, safe  |  |  |    |         |    |
| 21. Body and cab condition: report dents and damage   |  |  |    |         |    |
| <b>Section II - Remarks</b>   |  | (Describe all unsatisfactory items and identify by line number.) |    |         |    |

| 10. PRE-USE INSPECTION |            |             | <input type="checkbox"/> REJECTED<br><input type="checkbox"/> ACCEPTED |            |
|------------------------|------------|-------------|--|------------|
| MILES / HRS _____      | DATE _____ | TIME _____  |  |            |
| Inspector Name _____   |            | Title _____ |  |            |
| Print _____            |            |             |  |            |
| MILES / HRS _____      |            | DATE _____  |  | TIME _____ |
| Vendor Signature _____ |            | Title _____ |  |            |
| Inspector Name _____   |            | Title _____ |  |            |
| Print _____            |            |             |  |            |

| Section IV - Truck, Bus, Van, Pickup   | Pre-use |    | Release |    |
|--|---------|----|---------|----|
|  | Yes     | No | Yes     | No |
| 1. DOT inspection in the last 12 months: when required *   |         |    | NA      | NA |
| 2. Gauges and lights *   |         |    |         |    |
| 3. Seat belts *  |         |    |         |    |
| 4. Glass and mirrors *   |         |    |         |    |
| 5. Wipers and horn *   |         |    |         |    |
| 6. Clutch pedal: proper adjustment   |         |    |         |    |
| 7. Cooling system: check radiator and hoses  |         |    |         |    |
| 8. Oil level and condition: full and clean   |         |    |         |    |
| 9. Battery: check for corrosion, loose terminals, hold downs                                       |         |    |         |    |
| 10. Fuel system *  |         |    |         |    |
| 11. Electrical system: generator and starter working   |         |    |         |    |
| 12. Engine running: check for knocks and leaks   |         |    |         |    |
| 13. Transmission: check for leaks  |         |    |         |    |
| 14. Steering *   |         |    |         |    |
| 15. Brakes *   |         |    |         |    |
| 16. 4-Wheel drive: check gear boxes, leaks   |         |    |         |    |
| 17. Drive line U-joints: check for looseness   |         |    |         |    |
| 18. Springs and shocks *   |         |    |         |    |
| 19. Differential: check for leaks  |         |    |         |    |
| 20. Exhaust system *   |         |    |         |    |
| 21. Frame *  |         |    |         |    |
| 22. Tire and wheels (List failed position/depth in remarks) *                                      |         |    |         |    |
| 23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23 |         |    |         |    |
| 24. Emergency equipment required. *<br>Fire Extinguisher _____ Spare Fuses _____ Reflectors _____  |         |    |         |    |
| 25. Operator(s) properly licensed. *   |         |    |         |    |

|                    |                             |             |
|--------------------|-----------------------------|-------------|
| State _____        | License No. _____           | Class _____ |
| Endorsements _____ | Med.Cert. Expire Date _____ |             |

| Section III - Power Saw, Pump                             | Pre-use |    | Release |    |
|---|---------|----|---------|----|
|   | Yes     | No | Yes     | No |
| 1. Visible parts broken *                                 |         |    |         |    |
| 2. Visible nuts and bolts tight                           |         |    |         |    |
| 3. Oil in gear case and chain oiler                       |         |    |         |    |
| 4. Cutting bar: straight, chain in good condition *       |         |    |         |    |
| 5. Exhaust system and spark arrester *                    |         |    |         |    |
| 6. Motor: idles evenly, runs smoothly, satisfactory power |         |    |         |    |

**11. RELEASE INSPECTION**

☐ **NO DAMAGE / NO CLAIM**  
Not applicable to buses. inspection required.

**MILES / HRS** \_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_\_

**Vendor Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Inspector Name** \_\_\_\_\_ **Title** \_\_\_\_\_

Print

## Section IV, Item 23 - Truck, Bus, Van, Pickup, Body Condition Inspection

OPTIONAL FORM 296 (REV. 4-2000) BACK

**EXHIBIT D    EMERGENCY EQUIPMENT – USE INVOICE (OF-286)**

NSN 7540-01-120-4062 50286-102 OPTIONAL FORM 286 (REV. 7-90) USDA/USDA

**SECTION J**  
**LIST OF ATTACHMENTS**

**EXHIBIT E NATIONAL TYPE 2 & 2-IA CREW PERFORMANCE EVALUATION FORM**

|  |   |   |  |                           |   |
|--|---|---|--|---------------------------|---|
| Crew Name and Number   |   | Fire Name and Number  |  | Crew Boss ( <i>name</i> ) |   |
| Crew Home Unit and Address   |   |   | Location of Fire ( <i>complete address</i> ) |                           |   |
| Crew Representative  |   | Dates on Fire   |  | Number of Shifts Worked   |   |
| <b>Ratings:</b> Summarize Contractor performance and circle in the column on the right the number that corresponds to the performance rating for each rating category. The rating official must provide comments supporting each numerical rating assigned. *Indicate the number of shifts the crew performed Hot Line Construction. |   |   |  |                           |   |
| <b>Quality of Services</b>   | Physical Condition  | Comments regarding Quality of Service:<br><br>Number of Shifts for Hot Line Construction: _____ |  |                           | 5 |
|  | *Hot Line Construction  |   |  |                           | 4 |
|  | Mop-Up  |   |  |                           | 3 |
|  | Use of Safe Practices   |   |  |                           | 2 |
|  | Crew Organization & Equipment   |   |  |                           | 1 |
|  | Other (Specify)   |   |  |                           | 0 |
| <b>Timeliness of Performance</b>   | Specify Timeliness Issues Encountered   | Comments regarding Timeliness of Performance:   |  |                           | 5 |
|  |   |   |  |                           | 4 |
|  |   |   |  |                           | 3 |
|  |   |   |  |                           | 2 |
|  |   |   |  |                           | 1 |
|  |   |   |  |                           | 0 |
| <b>Business Relations</b>  | Off Line Conduct<br><br>Working with Government<br><br>Working with Other Contractors<br><br>Crew Boss<br><br>Squad Bosses<br><br>Crew Representative | Comments regarding Business Relations:  |  |                           | 5 |
|  |   |   |  |                           | 4 |
|  |   |   |  |                           | 3 |
|  |   |   |  |                           | 2 |
|  |   |   |  |                           | 1 |
|  |   |   |  |                           | 0 |
| Additional Comments Regarding Outstanding Workers, or Individuals/Areas Needing Improvement:   |   |   |  |                           |   |
| Crew Boss ( <i>signature &amp; phone number</i> ) This rating has been discussed with me.  |   |   |  | Date                      |   |
| Rated By ( <i>signature</i> )  |   | Home Unit ( <i>address &amp; phone number</i> )   |  | Position on Fire          |   |
|  |   |   |  | Date                      |   |

**ORIGINAL – CONTRACTING OFFICER, NIFC; COPY – CONTRACTOR**

**SECTION J**  
**LIST OF ATTACHMENTS**

**Quality of Services**

- 4 – Excellent  
There are no quality problems regarding equipment and/or personnel.
- 3 – Good  
Non-conformance's equipment and/or personnel do not impact achievement of contract requirements.
- 2 – Fair  
Non-conformance's with equipment and/or personnel require minor Agency resources to ensure achievement of contract requirements.
- 1 – Poor  
Non-conformance's with equipment and/or personnel require major Agency resources to ensure achievement of contract requirements.
- 0 – Unsatisfactory  
Non-conformance's with equipment and/or personnel are compromising the achievement of contract requirements, despite use of Agency resources.

**Timeliness of Performance**

- 4 – Excellent  
There are no delays.
- 3 – Good  
Delays do not impact achievement of contract requirements.
- 2 – Fair  
Delays require minor Agency resources to ensure achievement of contract requirements.
- 1 – Poor  
Delays require major Agency resources to ensure achievement of contract requirements.
- 0 – Unsatisfactory  
Delays are compromising the achievement of contract requirements, despite use of Agency Resources.

**Business Relations**

- 4 – Excellent  
Response to inquiries, technical/service/administrative issues are effective and responsive. There are no issues in working with the Government and other Contractor's.
- 3 – Good  
Response to inquiries, technical, service, administrative issues are usually effective and responsive. Inability to work with other Contractor's does not impact contract performance.
- 2 – Fair  
Response to inquiries, technical, service, administrative issues are somewhat effective and responsive. Inability to work with other Contractor's requires minor Agency resources to ensure contract performance.
- 1 – Poor  
Response to inquiries, technical, service, administrative issues are marginally effective and responsive. Inability to work with other Contractor's requires major Agency resources to ensure contract performance.
- 0 – Unsatisfactory  
Response to inquiries, technical, service, administrative issues is not effective and responsive. Unable to work with other Contractor's compromising performance of contract requirements.

**All Rating Factors**

- 5 – Outstanding  
The contractor has demonstrated an Outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those RARE circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".



**SECTION J**  
**LIST OF ATTACHMENTS**

**EXHIBIT F WAGE DETERMINATIONS**

\*\*\*\*\*

|   |   |
|---|---|
| REGISTER OF WAGE DETERMINATIONS UNDER<br>THE SERVICE CONTRACT ACT<br>By direction of the Secretary of Labor | U.S. DEPARTMENT OF LABOR<br>EMPLOYMENT STANDARDS ADMINISTRATION<br>WAGE AND HOUR DIVISION<br>WASHINGTON, D.C. 20210 |
| Shirley F. Ebbesen    Division of Wage<br>Director                Determinations                            | Wage Determination No: 1995-0221<br>Revision No: 25<br>Date Of Revision: 06/15/2010                                 |

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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

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

Employed on contracts for Emergency Incident and Fire Safety services.

| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01613 - Word Processor III                              |          |       |
| Alaska  |          | 17.92 |
| Continental U.S.  |          | 17.92 |
| Hawaii and American Samoa                               |          | 17.68 |
| 05000 - Automotive Service Occupations                  |          |       |
| 05190 - Motor Vehicle Mechanic                          |          |       |
| Alaska  |          | 25.28 |
| Hawaii and American Samoa                               |          | 16.80 |
| Midwestern Region                                       |          | 19.96 |
| Northeast Region  |          | 18.74 |
| Southern Region   |          | 17.46 |
| Western Region  |          | 20.19 |
| 05220 - Motor Vehicle Mechanic Helper                   |          |       |
| Alaska  |          | 18.29 |
| Hawaii and American Samoa                               |          | 12.94 |
| Midwestern Region                                       |          | 12.95 |
| Northeast Region  |          | 14.59 |

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|  |       |
|--|-------|
| Southern Region                                    | 11.26 |
| Western Region                                     | 13.67 |
| 07000 - Food Preparation And Service Occupations   |       |
| 07010 - Baker                                      |       |
| Alaska   | 15.19 |
| Hawaii and American Samoa                          | 15.17 |
| Midwestern Region                                  | 12.73 |
| Northeast Region                                   | 14.45 |
| Southern Region                                    | 10.40 |
| Western Region                                     | 15.86 |
| 07041 - Cook I                                     |       |
| Alaska   | 13.08 |
| Hawaii and American Samoa                          | 12.77 |
| Midwestern Region                                  | 9.36  |
| Northeast Region                                   | 11.68 |
| Southern Region                                    | 8.92  |
| Western Region                                     | 10.67 |
| 07042 - Cook II                                    |       |
| Alaska   | 15.08 |
| Hawaii and American Samoa                          | 14.26 |
| Midwestern Region                                  | 10.54 |
| Northeast Region                                   | 13.16 |
| Southern Region                                    | 10.05 |
| Western Region                                     | 12.02 |
| 07070 - Dishwasher                                 |       |
| Alaska   | 11.21 |
| Hawaii and American Samoa                          | 12.29 |
| Midwestern Region                                  | 7.58  |
| Northeast Region                                   | 8.12  |
| Southern Region                                    | 7.87  |
| Western Region                                     | 8.17  |
| 07130 - Food Service Worker                        |       |
| Alaska   | 11.43 |
| Hawaii and American Samoa                          | 11.37 |
| Midwestern Region                                  | 8.94  |
| Northeast Region                                   | 10.72 |
| Southern Region                                    | 8.45  |
| Western Region                                     | 9.30  |
| 07210 - Meat Cutter                                |       |
| Alaska   | 18.64 |
| Hawaii and American Samoa                          | 18.10 |
| Midwestern Region                                  | 15.70 |
| Northeast Region                                   | 18.29 |
| Southern Region                                    | 13.10 |
| Western Region                                     | 17.15 |
| 12000 - Health Occupations                         |       |
| 12040 - Emergency Medical Technician               |       |
| Alaska   | 21.86 |
| Continental U.S.                                   | 15.93 |
| Hawaii and American Samoa                          | 17.91 |
| 21000 - Materials Handling And Packing Occupations |       |
| 21020 - Forklift Operator                          |       |

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|  |       |
|--|-------|
| Alaska   | 21.00 |
| Hawaii and American Samoa                                | 16.36 |
| Midwestern Region  | 15.09 |
| Northeast Region   | 14.75 |
| Southern Region  | 12.48 |
| Western Region   | 16.14 |
| 21150 - Stock Clerk                                      |       |
| Alaska   | 13.57 |
| Hawaii and American Samoa                                | 10.70 |
| Midwestern Region  | 11.98 |
| Northeast Region   | 11.83 |
| Southern Region  | 11.48 |
| Western Region   | 12.14 |
| 23000 - Mechanics And Maintenance And Repair Occupations |       |
| 23021 - Aircraft Mechanic I                              |       |
| Alaska   | 26.63 |
| Continental U.S.   | 27.39 |
| Hawaii and American Samoa                                | 27.53 |
| 23040 - Aircraft Mechanic Helper                         |       |
| Alaska   | 20.88 |
| Continental U.S.   | 20.59 |
| Hawaii and American Samoa                                | 19.87 |
| 23060 - Aircraft Servicer                                |       |
| Alaska   | 23.33 |
| Continental U.S.   | 23.50 |
| Hawaii and American Samoa                                | 23.06 |
| 23160 - Electrician, Maintenance                         |       |
| Alaska   | 30.06 |
| Hawaii and American Samoa                                | 25.90 |
| Midwestern Region  | 22.57 |
| Northeast Region   | 24.19 |
| Southern Region  | 19.29 |
| Western Region   | 23.04 |
| 23440 - Heavy Equipment Operator                         |       |
| Alaska   | 24.59 |
| Hawaii and American Samoa                                | 17.50 |
| Midwestern Region  | 19.96 |
| Northeast Region   | 18.74 |
| Southern Region  | 17.46 |
| Western Region   | 20.19 |
| 23470 - Laborer  |       |
| Alaska   | 14.92 |
| Hawaii and American Samoa                                | 14.48 |
| Midwestern Region  | 12.14 |
| Northeast Region   | 12.25 |
| Southern Region  | 9.88  |
| Western Region   | 11.47 |
| 23530 - Machinery Maintenance Mechanic                   |       |
| Alaska   | 28.05 |
| Hawaii and American Samoa                                | 27.67 |
| Midwestern Region  | 17.30 |
| Northeast Region   | 18.10 |
| Southern Region  | 13.70 |
| Western Region   | 17.16 |

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|   |       |
|---|-------|
| 23580 - Maintenance Trades Helper                             |       |
| Alaska  | 20.51 |
| Hawaii and American Samoa                                     | 15.82 |
| Midwestern Region   | 16.29 |
| Northeast Region  | 15.21 |
| Southern Region   | 13.69 |
| Western Region  | 14.13 |
| 27000 - Protective Service Occupations                        |       |
| 27070 - Firefighter   |       |
| Alaska  | 11.36 |
| Hawaii and American Samoa                                     | 9.26  |
| Midwestern Region   | 7.40  |
| Northeast Region  | 7.81  |
| Southern Region   | 7.40  |
| Western Region  | 7.81  |
| 30000 - Technical Occupations                                 |       |
| 30210 - Laboratory Technician                                 |       |
| Alaska  | 21.99 |
| Hawaii and American Samoa                                     | 20.92 |
| Mid Western Region  | 19.55 |
| Northeast Region  | 18.09 |
| Southern Region   | 19.88 |
| Western Region  | 18.59 |
| 31000 - Transportation/Mobile Equipment Operation Occupations |       |
| 31030 - Bus Driver  |       |
| Alaska  | 20.63 |
| Hawaii and American Samoa                                     | 13.40 |
| Midwestern Region: 1 1/2 to 4 tons                            | 17.00 |
| Midwestern Region: over 4 tons                                | 17.77 |
| Midwestern Region: under 1 1/2 tons                           | 12.72 |
| Northeast Region: 1 1/2 to 4 tons                             | 17.43 |
| Northeast Region: over 4 tons                                 | 18.19 |
| Northeast Region: under 1 1/2 tons                            | 13.52 |
| Southern Region: 1 1/2 to 4 tons                              | 15.53 |
| Southern Region: over 4 tons                                  | 16.10 |
| Southern Region: under 1 1/2 tons                             | 8.65  |
| Western Region: 1 1/2 to 4 tons                               | 16.01 |
| Western Region: over 4 tons                                   | 16.46 |
| Western Region: under 1 1/2 tons                              | 10.08 |
| 31361 - Truckdriver, Light                                    |       |
| Alaska  | 19.31 |
| Hawaii and American Samoa                                     | 10.56 |
| Midwestern Region   | 12.72 |
| Northeast Region  | 13.52 |
| Southern Region   | 8.65  |
| Western Region  | 10.08 |
| 31362 - Truckdriver, Medium                                   |       |
| Alaska  | 20.91 |
| Hawaii and American Samoa                                     | 13.39 |
| Midwestern Region   | 17.00 |
| Northeast Region  | 17.43 |
| Southern Region   | 15.48 |

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|   |       |
|---|-------|
| Western Region  | 16.01 |
| 31363 - Truckdriver, Heavy                                      |       |
| Alaska  | 22.10 |
| Hawaii and American Samoa                                       | 14.61 |
| Midwestern Region   | 17.77 |
| Northeast Region  | 18.19 |
| Southern Region   | 16.10 |
| Western Region  | 17.06 |
| 31364 - Truckdriver, Tractor-Trailer                            |       |
| Alaska  | 23.27 |
| Hawaii and American Samoa                                       | 14.80 |
| Midwestern Region   | 21.14 |
| Northeast Region  | 18.31 |
| Southern Region   | 16.93 |
| Western Region  | 17.41 |
| 47000 - Water Transportation Occupations                        |       |
| 47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook |       |
| Alaska  | 15.02 |
| Hawaii and American Samoa                                       | 14.26 |
| Midwestern Region   | 10.54 |
| Northeast Region  | 13.16 |
| Southern Region   | 10.04 |
| Western Region  | 12.02 |
| 92000 - Non Standard Occupations                                |       |
| (not set) - Quality Assurance Representative I                  |       |
| Alaska  | 18.67 |
| Hawaii and American Samoa                                       | 19.18 |
| Midwestern Region   | 16.81 |
| Northeast Region  | 17.74 |
| Southern Region   | 18.40 |
| Western Region  | 16.94 |
| (not set) - Quality Assurance Representative II                 |       |
| Alaska  | 24.42 |
| Hawaii and American Samoa                                       | 22.80 |
| Midwestern Region   | 20.73 |
| Northeast Region  | 22.03 |
| Southern Region   | 19.47 |
| Western Region  | 20.53 |
| (not set) - Quality Assurance Representative III                |       |
| Alaska  | 25.98 |
| Hawaii and American Samoa                                       | 24.81 |
| Midwestern Region   | 24.40 |
| Northeast Region  | 25.93 |
| Southern Region   | 23.02 |
| Western Region  | 24.62 |
| (not set) - Chief Cook  |       |
| Alaska  | 19.96 |
| Hawaii and American Samoa                                       | 23.92 |
| Midwestern Region   | 17.60 |
| Northeast Region  | 21.29 |
| Southern Region   | 16.12 |
| Western Region  | 19.60 |
| (not set) - Environmental Protection Specialist                 |       |

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|  |       |
|--|-------|
| Alaska   | 31.46 |
| Hawaii and American Samoa                      | 29.11 |
| Midwestern Region                              | 26.47 |
| Northeast Region                               | 31.75 |
| Southern Region                                | 26.96 |
| Western Region                                 | 27.88 |
| (not set) - Fire Safety Professional           |       |
| Alaska   | 31.46 |
| Hawaii and American Samoa                      | 29.11 |
| Midwestern Region                              | 26.47 |
| Northeast Region                               | 31.75 |
| Southern Region                                | 26.96 |
| Western Region                                 | 27.88 |
| (not set) - Aircraft Quality Control Inspector |       |
| Alaska   | 27.85 |
| Continental U.S.                               | 28.64 |
| Hawaii and American Samoa                      | 28.79 |
| 99000 - Miscellaneous Occupations              |       |
| 99730 - Refuse Collector                       |       |
| Alaska   | 11.02 |
| Hawaii and American Samoa                      | 10.19 |
| Midwestern Region                              | 9.43  |
| Northeast Region                               | 10.76 |
| Southern Region                                | 7.40  |
| Western Region                                 | 9.17  |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

HEALTH & WELFARE (Hawaii): \$1.42 per hour, or \$56.80 per week, or \$246.13 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.50 per hour.

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**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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL)

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Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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



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

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

#### 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

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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.

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### **EXHIBIT G    ENGLISH LANGUAGE PROFICIENCY EVALUATION**

#### **(a) PURPOSE OF THIS EXHIBIT**

If a designated COTR or Project Inspector inspects a NCC they may perform an English Language Proficiency Evaluation as part of the inspection. If the NCC does not pass inspection, the Government may suspend the NCC if compliance and re-inspection cannot be accomplished in a timely manner and with minimal cost to the Government.

The purpose of this exhibit is to provide COTRs, Project Inspectors, and other Incident Management Team (IMT) personnel with a consistent method of evaluating the English language proficiency of Crew Bosses and Squad Bosses, as well as to ascertain their ability to communicate with their non-English speaking crewmembers. This exhibit is intended to be used to evaluate ALL supervisory personnel on each crew inspected regardless of ethnicity or company affiliation.

#### **(b) EVALUATION PROCEDURES**

Use the English Proficiency Evaluation Form, attached below, to evaluate the ability of crew supervisory personnel to speak AND read English. If the individual to be evaluated can provide documentation that they have already completed this evaluation successfully, the inspector may choose to accept the previous evaluation or re-evaluate the individual at the inspector's discretion. If performance issues develop relating to an individual's ability to speak and/or read English, the Government reserves the right to re-evaluate that individual.

(1) Reading Evaluation: Select an excerpt from a wildland fire related publication or document that is three to five sentences in length that contains terminology that both a Crew Boss or Squad Boss would be expected to be familiar with. Some examples are:

- The section of the Incident Response Pocket Guide that discusses the common denominators of fire behavior on tragedy fires.
- The section of the Fireline Handbook that addresses supervision of other firefighters.
- Portions of a Safety Message or non-technical portions of a Fire Behavior Forecast from an Incident Action Plan.

Allow the individual being evaluated to read the designated material in silence (NOT OUT LOUD). When they have finished reading, give the individual a reasonable time (a minute or two) then ask the individual to explain what they have read.

(2) English Communication Evaluation: Direct the Crew Boss to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat these directions in English before completing assigned commands in the language of the squad.

Example: Tell Crew Boss to instruct Squad Boss 1 to have squad members 1 & 3 retrieve a specific tool then stand in specified location. Repeat with remaining two Squad Bosses, but vary tasks to prevent memorization of requested tasks.

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(3) Communication In Language of Squad Evaluation: Direct Crew Boss to give different multiple commands in the language used by the squad to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands.

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

Upon completion of the evaluation, ensure that the evaluation form has been filled out completely. Make three (3) copies of the completed evaluation form and distribute as follows:

- One copy to be kept in the Inspector's file
- One copy will be given to the Crew Boss
- One copy will be given to the COTR
- The original will be mailed to Contracting Officer, National Interagency Fire Center, 3833 S. Development Avenue, Boise, Idaho 83705, or by Fax to (208) 387-5384.

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**ENGLISH LANGUAGE PROFICIENCY EVALUATION FORM**

**COMPANY NAME**\_\_\_\_\_ **CONTRACT NUMBER**\_\_\_\_\_  
**PARTICIPANT'S NAME**\_\_\_\_\_ **ID NO**\_\_\_\_\_ **POSITION**\_\_\_\_\_

Has this individual's English language proficiency been evaluated previously? YES\_\_\_\_\_ NO\_\_\_\_\_

If Yes, name of the Inspector \_\_\_\_\_ Date/Location\_\_\_\_\_

Can individual listen, understand, and respond verbally in English without interpreter?  
YES\_\_\_\_\_ NO\_\_\_\_\_

**READING EVALUATION**

Can individual read English? YES\_\_\_\_\_ NO\_\_\_\_\_

Document Used? IAP\_\_\_\_\_ FHB\_\_\_\_\_ IRPG\_\_\_\_\_ SA\_\_\_\_\_ OTHER: Specify\_\_\_\_\_

**ENGLISH COMMUNICATION EVALUATION**

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

Were Squad Bosses able to understand and follow instructions? YES\_\_\_\_\_ NO\_\_\_\_\_

Explain\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMUNICATION IN LANGUAGE OF SQUAD EVALUATION**

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

Were crewmembers able to understand and follow instructions? YES\_\_\_\_\_ NO\_\_\_\_\_

Explain\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspector:\_\_\_\_\_ (Print) \_\_\_\_\_ (Signature) Date\_\_\_\_\_

Participant:\_\_\_\_\_ (Print) \_\_\_\_\_ (Signature) Date\_\_\_\_\_