

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERICAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE OF PAGE	
2. CONTRACT NO. <b>AG-0343-B-10-7047</b>		3. AWARD/EFFECTIVE DATE <b>04/28/2010 - 04/28/2013</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>AG-0343-S-10-7000</b>	
6. SOLICITATION ISSUE DATE <b>02/23/2010 17:03 MST</b>		7. FOR SOLICITATION INFORMATION CALL: <b>Debby Wesselius</b>		a. NAME		b. TELEPHONE NUMBER (No collect calls) <b>406-329-3333</b>	
8. OFFER DUE DATE/ LOCAL TIME <b>04/16/2010 22:30 MDT</b>		9. ISSUED BY <b>USDA Forest Service Northern Region (R-1) Debby Wesselius Northern Region, Regional Office P.O. Box 7669 Missoula, Montana, 59807</b>		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS NAICS: <b>115310</b> SIZE STANDARD: <b>\$16.5 mil</b>	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY <b>Debby Wesselius Northern Region, Regional Office P.O. Box 7669 Missoula, Montana, 59807</b>		CODE	
17a. CONTRACTOR/ OFFEROR  <b>Grayback Forestry, Inc. 1150 Ort Lane Merlin, Oregon, 97532</b>		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  <b>Refer to Exhibit B</b>	
TELEPHONE NO. <b>5414760033</b>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		<b>VIPR I-BPA for Northern Rockies (R1) Engines and Tenders</b>					
		<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>1</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED <b>04/28/2010</b> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <b>/s/ Thomas Oden</b>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>/s/ Debby Wesselius</b>			
30b. NAME AND TITLE OF SIGNER (Type or print) <b>Thomas Oden -</b>		30c. DATE SIGNED <b>04/28/2010</b>		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Debby Wesselius</b>		31c. DATE SIGNED <b>04/28/2010</b>	

Schedule of Items

Item Description	VIN Number/ Equipment ID	Dispatch Center	Rates	
=====				
Engine Type 6	1FDWF37S01ED85870	MT-MDC	Daily Rate	\$1986/Day

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## SECTION B

The intent of this solicitation is to obtain the services of water handling equipment to include wildland fire-fighting engines (Type 3 through 6), support water tenders (Types 1 through 3), and tactical water tenders (Types 1 and 2) as defined in this solicitation, for local, Regional, and Nationwide fire suppression, all hazard activities, and severity.

The Blanket Purchase Agreement resulting from this Request for Quote (RFQ) may be used by multiple State and Federal agencies.

Exhibit H contains requirements specific to the various State and Federal Agencies.

### Pricing and Estimated Quantity

This solicitation will result in multiple agreements. The dollar limitation for any individual order is \$100,000.00. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

Proposed rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers' compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractor's representative attendance at the operational period briefings should also be included. If the resources are provided fully-operated, Contractors shall be prepared to operate up to 16 hours per day (or as otherwise specified). The Finance Unit will work in tandem with Fire Operations to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

### BASIS OF AWARD

The Government intends to award multiple Agreements, however, awards will only be made to those quoters offering a reasonable price and resources that are technically acceptable. Proposed pricing for ALL line items will be evaluated for reasonableness. Reasonable price technically acceptable will be the basis for the best value determination. See Section E.2.

### METHOD OF AWARD - CASCADING SET-ASIDE PROCEDURE

1. Multiple awards of Blanket Purchase Agreements (BPA) resulting from this solicitation will be made using the following cascading set-aside order of preference:

a. In accordance with FAR Subpart 19.13, awards will be made on a competitive basis first to responsible, eligible HUBZone small business concerns and/or Service Disabled Veteran Owned Small Business (SDVOSB) concerns. (Refer to Section C, Clause C.1, 52.219-3, Notice of Total HUBZone Set-Aside and 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside . These clauses are applicable only to this tier of the solicitation, not the solicitation in its entirety.)

b. If there are insufficient HUBZone and SDVOSB concerns to meet the anticipated need, additional awards will be made in accordance with FAR Subpart 19.5, to responsible small business concerns.

2. Orders issued against awarded BPAs will be made using the following order of preference:

a. Any order issued under the awarded BPAs will be made first to a HUBZone small business concern and/or

SDVOSB concern. Priority ranking for dispatch among HUBZone concerns and/or SDVOSB concerns will be determined using the method described in D.6.2.

b. If there are no HUBZone or SDVOSB concerns available, orders will be issued to small business concerns. Priority ranking for dispatch among small business concerns will be determined using the method described in D.6.2.

A single resource may be awarded under multiple resource categories and/or typing. However, nationally only one award will be made for a resource within each category and/or type. The Contractor may choose to respond to solicitations from multiple geographic areas; but upon acceptance of an offer of award, all other offers for that resource category and/or type will be considered withdrawn. Prospective offerors are cautioned to carefully consider the solicitations to which they respond.

#### SUMMARY

##### THE CONTRACTOR SHALL:

1. Submit a quote in the Virtual Incident Procurement (VIPR) System (see E.1 52.212-1 Instructions to Offeror in Section E). A user guide is available at <http://www.fs.fed.us/business/incident/vipr.php>.
2. If the Contractor chooses not to complete "FAR 52.212-3, Offeror Representations and Certifications - Commercial Items" (see E.3) on-line, then a completed copy of this clause shall be submitted with the quote.
3. Register in or update information in CCR.

If you are new to Federal sector contracting or need other assistance with regards to placing a quote under this solicitation, contact your local Procurement Technical Assistance Center (PTAC). Locations of PTACs and other valuable information on contracting with the Government may be found at: <http://www.ptac-us.org/>

NOTE: The Virtual Incident Procurement (VIPR) System will be used by the Forest Service for all pre-season incident procurements. In order to respond to solicitations issued through VIPR, Vendors must obtain Level 2 eAuthentication, which provides the ability to conduct official electronic business transactions via the internet. Additional information regarding eAuthentication can be obtained at:

<http://www.fs.fed.us/business/incident/eauth.php>

OR by contacting your local acquisition office: <http://www.fs.fed.us/business/incident/contacts.php#field>

#### C.1 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2010)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act Reporting Requirements (MAR 2009) (Pub. L. 111-5).

X (5) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved]

X (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).  
\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.  
\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.  
\_X\_ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).  
\_X\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).  
\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.  
\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.  
\_X\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).  
\_\_\_ (13) 52.219-16, Liquidated Damages Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).  
\_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  
\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.  
\_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  
\_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).  
  
\_X\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f). \_X\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).  
\_X\_ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).  
\_X\_ (20) 52.222-19, Child Labor Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).  
\_X\_ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).  
\_X\_ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).  
\_X\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).  
\_X\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).  
\_X\_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).  
\_X\_ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)  
\_\_\_ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
\_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).  
\_\_\_ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).  
\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.  
\_\_\_ (30) 52.225-1, Buy American Act Supplies (FEB 2009) (41 U.S.C. 10a-10d).  
\_\_\_ (31)(i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).  
\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.  
\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.  
\_\_\_ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).  
\_X\_ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O. s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  
\_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).  
\_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).  
\_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  
\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  
\_\_\_ (38) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).  
\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).  
\_\_\_ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).  
\_\_\_ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).  
\_\_\_ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

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

\_X\_ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

\_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (NOV 2007) (41 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

#### C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.212-4 Contract Terms and Conditions - Commercial Items (MAR 2009)

52.236-7 Permits and Responsibilities (Nov 1991)

52.245-1 Government Property (JUN 2007)

52.223-1 Biobased Product Certification (DEC 2007)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)

#### C.3 AGREEMENT AND PERFORMANCE PERIODS

##### C.3.1 AGREEMENT PERIOD

Estimated date of award is

April, 2010. The Agreement period is for three years from the date of award. An annual review will be conducted and at that time, Contractors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect.

It is estimated that the anticipated use period for resources within the Northern Rockies Geographic area may fall between

June 15 and September 30 of each year. Potential use outside this area or anticipated use period could occur at any time. Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

##### C.3.2 START WORK

The Contractor shall provide availability status to the designated dispatch office within 10 days after award of the Agreement.

#### C.4 AUTHORIZED PERSONNEL TO PLACE ORDERS

Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement. Orders must be placed in accordance with established ordering procedures as specified in National and Regional mobilization guides.

#### C.5 CLAIM SETTLEMENT AUTHORITY

For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

#### C.6 CHANGES TO AGREEMENTS

Changes to Agreements may only be made by the original signing procurement official or a designated successor contracting officer. If the original signing procurement official or designated successor contracting officer is not available and adjustments are deemed appropriate, an Emergency Equipment Rental Agreement (EERA) shall be executed at the incident and shall be applicable ONLY for the duration of that incident. The EERA must include the name and location of the incident.



C.7 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

C.8 LOSS, DAMAGE, OR DESTRUCTION

(a) For equipment furnished under this agreement WITHOUT operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this agreement WITH operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

C.9 FIREARM - WEAPON PROHIBITION

The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 1/2 inches in length or a multi purpose tools such as a leatherman.

C.10 HARRASSMENT FREE WORKPLACE

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at [www.gpoaccess.gov/](http://www.gpoaccess.gov/).

C.11 PRE-QUOTE MEETING (Optional)

(a) The Government is planning pre-quote meeting(s), during which potential quoters may obtain a better understanding of the work required.

(b) Quoters are encouraged to submit all questions in writing at least five (5) days prior to the conference.

(c) Quoters are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the quoter to seek clarification prior to submitting a quote.

(d) The conference(s) will be held:

Location: Bureau of Land Management, 5001 Southgate Drive  
City: Billings Montana

Date: March 9, 2010

Time: 7 to 9 p.m.

Note: Picture identification required to enter building

Location: Helena College of Technology, 1115 Roberts

City: Helena Montana

Date: March 10, 2010

Time: 7 to 9 p.m.

Location: Northern Rockies Training Center, 5765 West Broadway

City: Missoula Montana

Date: March 11, 2010

Time: 7 to 9 p.m.

Location: Idaho Department of Lands, Coeur d Alene Headquarters Office

Address: 3284 West Industrial Loop

City: Coeur d Alene Idaho

Date: March 16, 2010

Time: 7 to 9 p.m.

#### D.1 SCOPE OF AGREEMENT

The intent of this solicitation and any resultant Agreement is to obtain water handling equipment (engines, support water tenders, and tactical water tenders) for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. The resources may be used in fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement.

Contractor personnel (engines/tactical water tenders) may be required to work away from their equipment and perform other incident duties.

#### D.2 EQUIPMENT

Equipment (vehicle, tank, pump, accessories, and equipment complement) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

##### D.2.1 Contractor provided equipment:

###### D.2.1.1 Equipment Typing - see D.2.1.2.1 through D.2.1.2.3

###### D.2.1.2 Equipment Requirement. All equipment shall have:

- In addition to these requirements, engines and tenders shall meet all State Motor Vehicle Requirements.
- An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.
- Vehicles that have emergency lights may not use them when performing work under this Agreement unless directed in writing by the Incident Commander to do so.
- Tow-behind units are not acceptable for Engines or Tactical Water Tenders.
- No engine or water tender shall exceed the manufacturer's Gross Vehicle Weight Rating (GVWR) or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. FILLERS, SPACERS, AND OVERFLOW DEVICES TO REDUCE THE OVERALL CAPACITY OF THE TANK SHALL NOT BE ALLOWED. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear and total GVWR for the incident inspection. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted.
- Baffling. The water tanks shall be equipped with partitions that reduce the shifting of the water load. Free Floating Baffle System - baffles which reduce the shifting of the water load AND do not compromise the structural integrity of the originally manufactured tank are acceptable. If a Free Floating Baffle System is used the vendor must submit data sheets which validates that the baffling is sufficient to meet the manufacturer's recommendation. All tanks shall comply with one (1) longitudinal baffle regardless

of width and one (1) transverse baffle at a minimum of every 52". All baffles must cover 75% of the plane of the tank.

- Pump

- The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.

- The pump may be an auxiliary powered pump or a power take-off pump. All pumps shall have a discharge pressure gauge. If the pump is of the positive displacement type, a bypass or pressure relief valve shall be provided. The pump shall meet minimum capabilities for the type of Contract Equipment as designated in Section D of this specification and Exhibit M.

- The pump, as mounted, shall be capable of drafting water from a water source located 10 feet vertical distance below the pump head through the required 20 feet of suction hose. The Contractor may substitute a portable pump capable of meeting the fill times identified for that particular type of equipment.

- All equipment inventory shall be permanently marked with vendor/company identification. In addition, the vendor is to maintain a complete inventory list, including any extra items they may be carrying.

- A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.

- Approved spark arrester on all naturally aspirated auxiliary engines

- Seat belts

- Flashlight

- Line gear shall be provided for contractor personnel to perform incident duties away from engine/tactical water tenders.

- Personal Protective Equipment. Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident. Contractor shall be responsible for ensuring that all personnel arrive with the following:

#### Personal Protective Equipment (PPE)

(1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not recommended).

(2) HARD HAT: Hardhat meeting NFPA Standard 1977 is required.

(3) GLOVES: One pair of heavy-duty leather per person.

(4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).

(5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.

(6) HEAD LAMP: With batteries and attachment for hardhat.

(7) FIRE SHELTER: New Generation Fire Shelter is required

(8) FLAME RESISTANT CLOTHING (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

NOTE: It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

#### D.2.1.2.1 Wildland Engines

- All type 6 engines shall have operational all-wheel/or multiple axle drive capability. Type 3, 4, and 5 engines, all-wheel/or multiple axle drive capability is optional.

- All Engines shall have pump and roll capabilities. The vehicle drive engine and drive train shall be arranged so that the pump can deliver at least its rated capacity or 20 GPM, whichever is less at a gauge pressure of 80 psi, while the fire apparatus is moving at 2 mph or less.

- Engines shall have chainsaws with a minimum of 18 inch guide bar and a 3.0 cubic inch size motor. A chainsaw kit is also required and shall have the following items: Chainsaw protective wrap around leg chaps that meet the current industry standards approved by OSHA, extra chain, scrench, chain file, felling axe, felling wedge, and an OSHA approved fuel container for holding chainsaw engine fuel oil mixture and guide bar oil. The chainsaw may be used for mop-up operations, the clearing of access routes and emergency escape routes. The engine crew shall not perform as tree fallers.

- The Engine shall be equipped with a live reel with a minimum of 100 feet of non-collapsible (booster) hose with combination nozzle. Hose shall be connected to the water supply. The hose shall not be less than

(3/4) inch INSIDE diameter. The 100 feet of hose specified here is in addition to the hose specified in the NWCG Fireline Handbook (Jan 1998) under "Requirements".

- Engines shall be equipped with a single rapid shutoff valve that permits the attachment of a 1-1/2 inch hose.
- All Engines shall be equipped with a foam proportioner system.
- In addition to the requirements on the following table, all engines shall have the complements described in Exhibit M.

TYPE	MINIMUM STANDARDS WILDLAND ENGINES			
	3	4	5	6
Tank Capacity (gallons)				
- Minimum	500	750	400	150
- Maximum	1500	1500	749	399
Pump Minimum Flow (gpm)	150	50	50	50
@ rated pressure (psi)	250	100	100	100
Hose (feet)				
- 1 1/2 inch	1000	300	300	300
- 1 inch	500	300	300	300
= 3/4' inch Garden Hose	300	300	300	300
- Live Hose Reel 3/4" ID	100	100	100	100
Pump and Roll	Yes	Yes	Yes	Yes
Foam Proportioner System	Yes	Yes	Yes	Yes
Maximum GVWR (lbs)	-	-	26,000	19,500
Personnel Required	3	3	3	3

#### D.2.1.2.1.1 Compressed Air Foam System (CAFS)

If Compressed Air Foam System (CAFS) is used, and documented on the shift ticket(s), the following amounts will be paid for the hours actually used:

Cubic Feet/Minute (CFM)	CAFS Allowance With Pump and Roll HOURLY RATE
35 - 50 CFM @ 150 PSI	\$25.00
51 - 85 CFM @ 150 PSI	\$41.00
86 - 120 CFM @ 175 PSI	\$55.00
121 - 200 CFM @ 175 PSI	\$69.00
201+ CFM @ 200 PSI	\$85.00

#### Criteria:

1. One GPM per one CFM MINIMUM water pump capacity at PSI rates required of the compressor.
2. Pump & Roll 86+ CFM and above must have deck mounted cannon with stacked tips or adjustable tips.
3. Pump & Roll equipment must be able to pump water and foam while moving.
4. CFM, GPM, PSI and foam flow gauges are required.
5. Must be capable of injection of foaming agent into the water line at variable controlled rates on discharge side of pump. (Be proportional)
6. System shall provide full foam delivery within 60 seconds after system is engaged.
7. Operator shall be experienced and knowledgeable of system operation, and be capable of demonstrating their ability to operate the system.
8. PAYMENT SHALL BE FOR HOURS OF ACTUAL USE OF THE CAF SYSTEM IN ADDITION TO THE DAILY RATE FOR THE ENGINE.

#### D.2.1.2.2 Wildland Water Tenders

- All three-axle water tenders shall have a GVWR and GAWR capable of handling 2500 gallons.
- All water tenders shall have a minimum of a 4" gravity dump valve located on the rear of the tank capable of dumping 90 % of the tanks contents into a standard folding tank. The valve shall be plumbed to allow the flow of water over any rear bumper protection into the folding tank.
- Tactical Water Tenders shall be equipped with a foam proportioner.
- A Tactical Water Tender could also be a Support Water Tender. If the vendor does have equipment that meets multiple resource categories, they will be required to submit a resource category form for each resource category they are offering.
- In addition to the requirements state in D.2.1.2.2.1 and D.2.1.2.2.2, all support and tactical tenders shall have the complements described in Exhibit M.

D.2.1.2.2.1 Support Water Tender

TYPE	MINIMUM STANDARDS SUPPORT WATER TENDERS		
	1	2	3
Tank Capacity (gallons)			
- Minimum	4000	2500	1000
- Maximum	NONE	3999	2499
Pump Minimum Flow (gpm)	300	200	200
@ rated pressure (psi)	50	50	50
Spray Bar or Equivalent	Yes	Yes	Yes
Maximum Refill Time (minutes)	30	20	15
Drafting Capabilities			
MAY USE PORTABLE PUMP THAT			
MEETS MINIMUM STANDARDS	Yes	Yes	Yes
Personnel (minimum)	1	1	1

SPRAY BAR OR EQUIVALENT THAT OPERATES WITH A PUMP, PTO OR GRAVITY FED ON FRONT AND/OR REAR OF WATER TENDER

D.2.1.2.2.2 Tactical Water Tender

TYPE	MINIMUM STANDARDS TACTICAL WATER TENDERS	
	1	2
Tank Capacity (gallons)		
- Minimum	2000	1000
- Maximum	NONE	1999
Pump Minimum Flow (gpm)	250	250
@ rated pressure (psi)	150	150
Hose (feet)		
Live Hose Reel 3/4" ID	100	100
Spray Bar or Equivalent	Yes	Yes
Pump and Roll	Yes	Yes
Foam Proportioner System	Yes	Yes
Drafting Capabilities -		
MAY USE PORTABLE PUMP THAT		
MEETS MINIMUM STANDARDS	Yes	Yes
Personnel (minimum)	2	2

SPRAY BAR OR EQUIVALENT THAT OPERATES WITH A PUMP, PTO OR GRAVITY FED ON FRONT AND/OR REAR OF WATER TENDER

D.2.2 Transportation

All Engines and Tenders offered and used under this Agreement shall be licensed and legally operable on all roads. All Engines and Tenders with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)

All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in this solicitation. All Engines and Tenders under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

Operators of any motor vehicle having a GVWR of 26,001 pounds or greater shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of 10,001 pounds and greater shall have a current medical card.

D.2.2.1 Tires shall have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which including the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 for rear tires and 4/32 for steering axle tires. All wheel drive vehicles shall have all season or mud and snow tire tread on all wheels. All three-axle, or greater, water tenders shall have a GVWR and GAWR capable of handling a minimum of 2500 gallons.

D.2.2.1.1 All engines and tactical water tenders shall have a full size spare tire with minimum of 4/32

tread and wheel securely (mounted to the vehicle). The spare tire shall be easily accessible.

#### D.2.2.2 Prohibited Marking

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

#### D.2.2.3 Vehicle Identification

Every engine and tender shall have the company's name and unique identification number affixed to the vehicle. The company name and unique ID shall be on each side of the cab.

As required in part 390 of FMCSA, every vehicle with a GVWR greater than 10,000 lbs. shall be marked on both sides of the vehicle with the following:

- a. the motor carrier's name or trade name
- b. the motor carrier's identification number preceded by US DOT

#### D.2.3 Programmable Radio: Engines and Water Tenders

Engine Contractors shall have a minimum of two radios (one shall be handheld) and Water Tender (Support and Tactical) Contractors shall have a minimum of one radio (the Tactical Water Tender shall have a minimum of one handheld).

The radio must be capable of operating in the frequency range of 148MHz to 174MHz in the analog wide band (25KHz) and narrow band (12.5KHz) modes. P25 (digital) compliant radios in the frequency range of 138MHz to 174MHz are suggested for new purchases. The contractor shall provide any software, hardware and knowledge needed to put the radio into service on any valid frequency and bandwidth assigned to the incident. The contractor shall provide any accessories needed to keep the radio in an operational condition, including batteries, for the length of the incident. Contractors shall be capable of programming incident frequencies into their radios. Modified or Family Service Radios (FSR) radios are strictly prohibited. A partial list of compatible radios is located at: <http://www.fireradios.net/>

#### Battery Requirements:

Two battery clamshells per radio at minimum. Clamshell 1.5V AA alkaline battery holders are suggested since a source of AC power can not be guaranteed and would have to be provided by the contractor to recharge other types of batteries.

The Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations when using Federal Agency frequencies and with all Federal Communications Commission (FCC) rules and regulations when using State Agency frequencies. The Contractor shall not use the fire fighting/incident frequencies for other than fire suppression activities. All Incident, Federal and State frequencies shall be removed prior to demobilization from the incident.

#### D.3 PERSONNEL REQUIREMENTS

All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570). Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations on federal jurisdictions, including execution of prescribed burns.

##### D.3.1 Training/Experience

Each person employed by the Contractor under this Agreement shall meet the following minimum requirements:

1. RT-130 Annual Fireline Refresher including fire shelter
2. All Tactical Water Tender and Engine personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1 and qualifications carded in accordance with Exhibit N and Exhibit O, Training and Positions Qualifications Requirements. This does not apply to Support Water Tender personnel.
3. Commercial Drivers License, when required.
4. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

The government reserves the right to verify training at any time for all operators.

##### D.3.1.1 Engine Staffing Requirements

Training requirements, in addition to D.3.1, are listed in Exhibit N and Exhibit O.

The Contractor shall furnish type 3-6 wildland fire engine(s), consisting of a crew of three (3) to include:

Number of Personnel	Title	Engine Types
1 ea	Single Resource Boss Engine (ENGB)	All Types
2 ea	Firefighter Types 1 or 2 (FFT1 or FFT2)	All Types

Additional crew members ordered at the time of dispatch will be compensated at the daily rate of \$300 each. Standard staffing requirements for all engines are three (3) crew members as outlined in the table above. If two (2) crew members are ordered and documented on the resource order, Type 6 engine only, \$300 will be deducted from the daily rate.

#### D.3.1.2 Water Tender Staffing Requirement

The Contractor shall furnish wildland water tenders (support), consisting of one (1) person to include:

Number of Personnel	Title	Support Tender
1 ea	Support Water Tender Operator	All Types

The Contractor shall furnish wildland water tenders (tactical), consisting of two (2) personnel to include:

Number of Personnel	Title	Tactical Tender
1 ea	Firefighter Type 1	All Types
1 ea	Firefighter Types 1 or 2 (FFT1 or FFT2)	All Types

These personnel will meet the requirements of D.3.1 and Exhibit N.

#### D.3.2 ENGLISH SPEAKING REQUIREMENT

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor s representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

#### D.4 EQUIPMENT RELIABILITY

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

The Government reserves the right to conduct inspections at any time.

#### D.5 AVAILABILITY

The Contractor is responsible for maintaining their current status by informing their host dispatch center of their availability, or if available, self-status in the Resource Ordering Status System (ROSS). When contract resources are unavailable, the resources will not be eligible for dispatch under the Agreement.

#### D.6 ORDERING PROTOCOL FOR RESOURCES

This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement.

The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors."

##### D.6.1 DISPATCH PRIORITY

Each host dispatch center will give dispatch priority to resource offering the greatest advantage to the Government for emergency wildland fire suppression, all-hazard, and severity assignments, BEFORE all other private resources not under this Agreement with the following exceptions:

- For initial attack, dispatchers will follow the "closest forces" concept and utilize locally available resources according to agency and incident needs. The priority dispatch ranking may not be used during initial attack and Contractor resources may or may not be used.
- Tribal preference policy established within reservation jurisdiction.
- Government normally will dispatch resources in accordance with this protocol; however, the number of fire

orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of Government, and will not be deemed a violation of any term or condition of this Agreement. Upon receipt of a resource order by a host dispatch center, Government Dispatchers will not hold the Contractor in reserve as a contingency force in a non pay status when that resource is available.

#### D.6.2 RANKING OF AWARDED RESOURCES FOR DISPATCH PRIORITY CO: May modify accordingly

All resources on an awarded Agreement will be ranked on the dispatch priority list by Host Dispatch Zone and Geographic Area. Priority will be given to those small business concerns identified in Section B, Method of Award-Cascading Set-Aside Procedure. Within each small business program category, priority will be given as shown below.

Criteria have been developed for each category of equipment to assess the advantages for dispatch priority. Advantages will be given a point value. The total points for each piece of equipment's advantages are then divided by the price resulting in dispatch priority with highest total advantage per dollar being ranked highest on the dispatch list. The following is a list of the advantages and associated points for each equipment category. A complete breakdown can be found in Exhibit J.

#### Advantages

##### 1. ENGINES

- a. Gallons Hauled 230 possible points
- b. Pump Performance 56 possible points
- c. Age 30 possible points
- d. Foam Proportioner System\* 12 possible points

##### 2. SUPPORT WATER TENDERS

- a. Gallons Hauled 223 possible points
- b. Suspension\* 56 possible points
- c. Age 33 possible points
- d. Spray Bar 16 possible points

##### 3. TACTICAL WATER TENDERS

- a. Gallons Hauled 138 possible points
- b. Monitor 66 possible points
- c. Suspension\* 66 possible points
- d. Age 26 possible points
- e. Spray Bar 20 possible points
- f. Foam Proportioner System\* 12 possible points

\* See Exhibit A Definitions and Abbreviations for a description of foam proportioner systems and suspensions and Exhibit J Advantages for points.

NOTE: FOR THE ABOVE EQUIPMENT THERE WILL BE ATTRIBUTES IDENTIFIED ON THE DISPATCH PRIORITY LIST THAT MAY BE REQUIRED BY THE GOVERNMENT. AS STATED IN THE TABLE ABOVE, SOME OF THESE ATTRIBUTES ARE GIVEN POINTS WHILE OTHERS ARE NOT. IF AN ATTRIBUTE IS SPECIFICALLY ORDERED BY THE INCIDENT MANAGEMENT TEAM, A VENDOR THAT OFFERS THE ATTRIBUTE, OR ATTRIBUTES, ON THEIR EQUIPMENT SHALL BE GIVEN PREFERENCE FOR THE ORDER. THE ATTRIBUTES ARE LISTED AT THE END OF EACH RESOURCE CATEGORY BELOW AND WILL BE IDENTIFIED AS "ATTRIBUTE, NOT GIVEN POINTS", AND "ATTRIBUTE, GIVEN POINTS".

#### ENGINE

Attribute, not given points

- All Wheel Drive
- Compressed Air Foam System (CAFS)

#### SUPPORT WATER TENDER

Attribute, not given points

- All Wheel Drive

#### TACTICAL WATER TENDER

Attribute, not given points

- All Wheel Drive

Attribute, given points

- Monitor
- Foam Proportioner System

#### D.6.2.1 TIED PRICES/CBA SCORES

The following methodology will be used to break ties that result when determining the ranking for the dispatch priority list. Preference will be given to those small businesses that are also labor surplus area (LSA) concerns. Any ties remaining among LSA concerns will be resolved using programmatically driven random ranking within the VIPR system. This functionality will also be used to resolve any ties that occur among non-LSA concerns.

#### D.6.3 ORDERING PROCEDURES FOR RESOURCES

D.6.3.1 Following Agreement award, each host dispatch center will have an established dispatch priority list showing the resources located within their

Host Dispatch Zone . The Government intends to dispatch contractor resources based on this priority ranking



for other than initial attack.

D.6.3.2 If all contractor resources on the dispatch priority list are depleted within the Host Dispatch Zone, orders will be placed utilizing established dispatch procedures.

#### D.6.4 INFORMATION REQUIRED WHEN PLACING ORDERS.

D.6.4.1 At the time of acceptance of the assignment, the following information will be given to the Contractor:

- a. Resource Order Number.
- b. Incident Order Number and Name of Incident.
- c. Date and time to report to incident.
- d. Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.
- e. Incident contact phone number for further information.
- f. Fire Code/Funding Code

Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the Contractor equipment, and the ETD and ETA from point of dispatch.

Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

#### D.6.5 DISPATCHING PROCEDURES

D.6.5.1 When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

D.6.5.2 The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

D.6.5.3 At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

#### D.6.6 EMERGENCY INCIDENT DRIVING

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: <http://www.nwccg.gov/pms/pubs/IIBMH2/iibmh.pdf>. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

#### D.6.7 LENGTH OF ASSIGNMENTS AND CREW CHANGE OUT

Work/rest guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest)).

To mitigate exceeding length of assignments or work/rest guidelines, and manage the days of rest, the Government has the option to:

- a. Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel.
- b. Release resources after a 14-day assignment.
- c. With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

#### D.6.8 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

#### D.6.9 RELEASE

Once released to the host dispatch center, the Contractor shall not accept new resource orders directly, nor seek out reassignments. Any new orders will originate from the host dispatch center.

### D.7 PROPERTY

#### D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

D.7.1.1 Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

D.7.1.2 Contractor will be charged for Consumable Goods supplied by the Government and used by the resource

while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

#### D.7.1.3 Government Furnished Hose and Complements

The Contractor is required to arrive at an incident equipped with hose as required in Exhibit M. The Government may require that Contractor-owned hose and complements be left at the incident and the Contractor equipment be reassigned or demobilized without picking up that hose and/or complement. In these cases the following procedure shall be followed:

- a. When the Government requires the Contractor to leave Contractor-owned hose and/or complements on an incident, the Government will provide the Contractor with Form AD-107 Report of Transfer of Property (or equivalent) to transfer the Contractor's property to the Government.
- b. In the case of reassignments, the Contractor shall present the form to the supply unit at the incident who will loan the Contractor Government-furnished hose and/or complement. This will be done to ensure that the Contractor maintains viability (the ability to continue operations) at the reassigned incident. At the time of demobilization to the Designated Dispatch Point, all accountable/durable property shall be returned to the government.
- c. If the resource is being demobilized, no government hose or complement is issued. The Contractor may present a signed AD-107 form and a receipt for their Contractor-owned hose and complements left during performance of the work to the Incident Procurement Unit Leader or Contracting Officer. The amount of reimbursement will be negotiated and may be paid as an adjustment to the invoice.

#### D.8 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall carry a minimum of two copies of the complete Agreement at all times. The Contractor shall furnish a copy of the Agreement to the Finance Unit upon request.

#### D.9 LAUNDRY SERVICE

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

#### D.10 CAMPSITE

A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See D.21.5 Remain Overnight Allowance (RON)).

#### D.11 COMMISSARY

When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available. Refer to D.21.8.3(e).

#### D.12 TIMEKEEPING

Refer to D.21.9.2

#### D.13 CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this

Agreement.

#### D.14 FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

#### D.15 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment. While at the incident, 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.

#### D.16 PRE-SEASON INSPECTIONS

The Government may perform inspections of equipment. Inspection of personnel qualifications may also be performed. Should the Contractor's equipment not pass inspection, one re-inspection will be allowed. Copies of the inspection reports will be distributed by the inspection team to the CO and the Contractor. Information on the equipment advantages collected during the inspection will be used for the process of ranking the equipment on the dispatch priority list. These inspections are necessary for the Government to determine Agreement compliance and all associated costs are considered incidental costs to the Contractor, and will not be paid by the Government. Copies of the equipment inspection checklists are in Exhibit M. The Government reserves the right to inspect the equipment at any time after award.

D.16.1 Equipment Weight. At the time of inspection, engines and water tenders may be weighed empty and may be weighed fully loaded and fully equipped without personnel and their gear. Two hundred and seventy pounds (270 pounds), which includes appropriate gear, shall be added for each crew person. Contractor equipment shall not exceed the manufacturer's GVWR or GAWR when fully loaded and ready for operation: fuel, water, personnel, and equipment.

D.16.2 The Agency designated inspector may consider an engine or water tender with a current Commercial Vehicle Safety Alliance (CVSA) inspection as passing the mechanical portion of the initial equipment inspection. This provision does not preclude an agency designated inspector from performing the complete mechanical portion of the initial inspection if the inspector determines the complete mechanical inspection is required to confirm vehicle meets all requirements/specifications.

D.16.3 Schedules. If an inspection is performed schedules will be made available to the Contractor. The Contractor is responsible for ensuring that each resource is inspected in a timely manner. The Contractor is responsible for any fees required to pass inspection. The checklists to be used for contractor equipment inspections are shown in Exhibit M. Inspection of equipment and personnel records may occur concurrently, or be scheduled at different times. Re-inspections shall be scheduled during regularly scheduled inspection periods. Contractor equipment and personnel records may be re-inspected at any designated inspection location within the Geographic Area.

The following locations will be inspection sites: CO: May modify accordingly, include information for your geographic area's inspection schedules, process, etc.

Equipment inspection, personnel verification, and training provider information and schedules can be found on the Northern Rockies Coordinating Group (NRCG) website at <http://www.fs.fed.us/r1/fire/nrcg/agree-contract/index.html>

Equipment inspection submittals are due April 28, 2010 and may be mailed to the address listed in Block 9 of the solicitation cover or sent via facsimile (FAX) to 406-329-3682.

Personnel verification required to provide minimal staffing must be submitted to the above mentioned address or FAX prior to accepting a dispatch.

D.16.4 The Contractor shall maintain and make available upon request to the Government the following documents, if required (see D.3.1 and Exhibit N for a more comprehensive list):

- a. Completed Individual Employee Training Verification Forms for each firefighter.
- b. Formal training certificates for each required course, including annual Fireline Safety Refresher Training (RT-130) training.
- c. Completed performance task books for each position the person is qualified to perform.
- d. Documentation which validates experience.
- e. Work Capacity Fitness test record for current year.
- f. A copy of commercial driver s license (CDL) with tank endorsements over 26001 lbs and medical card for over 10001 lbs.

D.16.5 When submitting equipment for inspection, the Contractor shall have equipment fully equipped ready to fight fire and bring the following documentation:

- a. Annual Department of Transportation Inspection or CVSA Reports
- b. Proof of insurance
- c. Current vehicle registration
- d. Manufacturers certification of GVWR and GAWR affixed to the vehicle or certification from a Final Stage Manufacturer. A line sheet from the Manufacturer with VIN number along with GVWR and GAWR is acceptable
- e. Current (within 1 year) certified fully loaded weight receipt
- f. After market certification may be required for equipment that has been extensively modified from its original condition. The form is in Exhibit M.

#### D.17 INCIDENT PRE-USE INSPECTION

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections utilizing form OF-296 "Vehicle/Heavy Equipment Safety Inspection Checklist" to insure compliance with the Agreement requirements. The Contractor shall provide proof of insurance (cab card) and a current vehicle registration.

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the priority dispatch list until such time that the resource is brought into compliance and re-inspected at the government s convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 INSPECTION REPORTS. Copies of the incident inspection reports and related documentation shall be distributed as follows:

- a. The original shall remain with the fire documents on Host Unit.
- b. A duplicate copy given to the Contractor.
- c. A duplicate copy shall be forwarded to the CO for all non-compliant resources.

#### D.18 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the government s convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

##### D.18.1 UNDERSTRENGTH ENGINE CREWS

After acceptance at the incident, the Government may elect to keep a resource (engine) that falls below three crewmembers. If the resource complement falls below the agreed upon staffing (as agreed to at the time of dispatch and documented on the resource order) the contractor equipment is noncompliant. If the Contractor agrees to add additional crew members to bring the contractor equipment up to the Agreement

standard of 3 people, compliance shall be met within 24 hours or the time frame designated by Government representatives at the incident. Travel time to the incident will not be paid for additional crew members necessary to complete a three-member crew.

If the Contractor is unable to bring engine strength to three people within 24 hours or time frame designated by Government representatives, the Government may at its discretion retain the resource at a reduced rate, notwithstanding the fact that it is under strength as long as the NWCG minimum standards are met. (See D.21.8 for payment information)

#### D.19 WORKMANSHIP

All work under this Agreement shall be performed in a safe manner to a professional standard. The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at 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 payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

##### D.19.1 INCIDENT BEHAVIOR

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### D.20 PERFORMANCE EVALUATIONS

The Contractor's performance will be documented on the Standard Contractor Performance Report (Exhibit E) which will be completed at the incident by the government representative supervising the work. This form is the only performance evaluation form that will be accepted by the Contracting Officer. The evaluator's signature shall be legible or printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative shall complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. A copy of the evaluation form(s) will be given to the Contractor at the incident, one forwarded to the CO, and one copy retained in the Host unit incident file.

The evaluation will be input into the National Institutes of Health (NIH) Contractor Performance System (CPS) and will be used in past performance evaluations for future procurements and to monitor performance throughout the agreement year. Contractors must register in CPS, at <http://cps.od.nih.gov>. Once at the site, click on the "Contractor Information" tab; then click on "CPS Contractor Registration" to complete the

registration. Registering will also enable you to review and respond to your performance evaluations.

#### D.21 PAYMENTS

Payments will be made in accordance with D.21.8.

When equipment is ordered for severity assignments, the following payment will be made:

Table D.21

##### SEVERITY RATES

Severity is paid at 75% of the daily rate for 10 hours or less, excluding meal breaks. For greater than 10 hours, including travel time, the full daily rate applies.

If a resource is mobilized to an incident within the 10 hour severity period the payment will revert to the full daily rate. If the mobilization occurs outside the 10 hour severity period they will be released from their severity assignment and the suppression rates will be applied under the first and last day language of the Agreement. In no case shall the daily rate be exceeded.

Severity assignments are at the discretion of the Contractor to accept or reject. Rejecting a severity assignment will not effect placement on the priority list or preclude a Contractor from being offered a suppression assignment at full daily rate.

Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON (see D.21.5) may or may not be authorized and is at the Government s discretion.

##### D.21.1 BRIEFINGS

All operators shall attend operational period briefings. This is included in the daily rate.

##### D.21.2 WITHDRAWAL OF RESOURCE(S)

Refer to D.21.8.3(b).

##### D.21.3 REPAIRS

Repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost of such repairs will be \$75 per hour, plus parts and will be deducted from payment to the contractor.

##### D.21.4 OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

##### D.21.5 REMAIN OVERNIGHT ALLOWANCE (RON)

This is not applicable to travel to and from the incident. Contractors are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite or meals, and if pre-approved by the user unit and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on maximum CONUS per diem rates minus any Government-provided meals. The maximum allowable rates, excluding taxes, are referenced in the Continental United States (CONUS) rates in the Federal Travel Regulations (FTR). The standard CONUS single occupancy lodging rate is referenced in CONUS. Double occupancy of hotel rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

The maximum RON that shall be allowed is based on the number of crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice. Documentation of authorization shall be included.

#### D.21.6 FOOD & DRINK

Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.

After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

#### D.21.7 ORDER CANCELLATION

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with D.21.8.

#### D.21.8 PAYMENTS

The host agency for each incident is responsible for payments. The payment office will be designated in block 9 on the Emergency Equipment Use Invoice, Form OF-286. See Exhibit B for complete agency payment office information.

The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

D.21.8.1 Rates of Payments - Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

a. Double Shift equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.

b. Daily Rate - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

D.21.8.2 Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Daily rates.

#### D.21.8.3 Exceptions:

a. No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.

c. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above, except that the Government will bear all costs of returning resources and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue when the contractor is off shift in compliance with the mandatory Work/Rest and

Length of Assignment provisions. Refer to D.6.7.

e. Deductions - Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

#### D.21.8.4. Engine Crew Downgrade or Rejection

If contractor equipment reports to an incident without three members, the contractor equipment is noncompliant and will not be accepted. If a member becomes unable to work after acceptance at an incident and the incident requests the contractor equipment remain at the incident, the payment will be reduced by \$300 per shift unless the member unable to work is the Engine Crew Boss (ENGB), at which time the contractor equipment shall be rejected as non-compliant.

#### D.21.9 INVOICING PROCESS

D.21.9.1 The resource shall have two copies of the Agreement with the resource order information for the assigned incident.

D.21.9.2 After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractor s time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operator s name shall be listed on the shift ticket.

D.21.9.3 The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286)

D.21.9.4 When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

#### D.22 REPLACEMENT OF RESOURCES

Resources may be replaced with equal or better equipment at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, as required by the solicitation, and approved in advance of use by the CO. Replacement shall be permanent; intermittent replacement is not allowed and additional resources may not be added to the agreement.

#### D.23 LIST OF EXHIBITS

Provided as a separate attachment



## **D.23 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

The following attachments are made a part of this solicitation and any resultant agreement.

<b>TITLE</b>
Exhibit A – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C - Harassment-Free Workplace Policy
Exhibit D - DOL Wage Determination
Exhibit E – Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H – Terms & Conditions for States
Exhibit I – Contractor Associations and Public Education Providers
Exhibit J –Advantages
Exhibit K – Not Applicable
Exhibit L – Geographic Area Map
Exhibit M – Forms and Checklists
1) ENGINE Pre-Season Inspection Form
2) Chainsaw and Chainsaw Kit Inspection Checklist
3) SUPPORT WATER TENDER Pre-Season Inspection Form
4) TACTICAL WATER TENDER Pre-Season Inspection Form
5) Manifest Form
Exhibit N – Qualifications - Wildland Fire Personnel Qualification Requirements
Exhibit O – Qualifications - Training & Qualifications Requirements for Non-NWCG Entities

#### EXHIBIT A -- DEFINITIONS AND ABBREVIATIONS

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein; the definitions provided in this exhibit are included in every solicitation (i.e., boilerplate), therefore some of the definitions may not be applicable to the solicitation you are responding to:

AGENCY - See "Government"

AGENCY COOPERATOR - Local Government entities available through agreement to assist the Federal and State Government agencies.

AGREEMENT - References the Blanket Purchase Agreement documented on the SF-1449/OF-294, and its attachments.

CAMPSITE - Any area designated by the Government where there are facilities in support of an incident.

CCR - Contractor Central Registration

CJRL - Cotton Jacket Rubber Lined

CMVSA - Commercial Motor Vehicle Safety Alliance

CO - Contracting Officer

COR - Contracting Officer's Representative - GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO).

CREW PERSON - Basic wildland firefighter used to control and extinguish wildland fires and works as a member of an engine crew under the supervision of a higher qualified individual.

DESIGNATED DISPATCH POINT (DDP) - Physical address where the resource is located as identified in VIPR.

#### DOZER BLADE CONFIGURATIONS:

- FULL U BLADE - A blade that is designed to move large amounts of materials and will have a highly curved and tall face to the blade. This blade will normally have large side wings to carry material.
- SEMI-U COMBINATION BLADE - A blade that is shorter, has less curvature and smaller side wings.
- STRAIGHT BLADE - A blade that has no lateral curve or sidewalls.

#### EXCAVATOR ATTRIBUTES:

- EXCAVATOR CLAMSHELL BUCKET - A two-sided bucket used on an excavator to dig in a vertical direction; the bucket is dropped while its jaw-like halves are open and digs as they close. Also known as a clamshell grab.
- EXCAVATOR UP DOWN BLADE or DOZER BLADE - A blade mounted on the mainframe of the excavator raised and lowered with hydraulic cylinders. This blade will allow the machine to push material in a grading manner and stabilize the machine while it is working on surfaces that are not level.

EXCAVATOR, STEEP GROUND (STEEP GROUND EXCAVATOR in Section B) - Purpose built or modified construction excavator that is capable of working on slopes greater than 45 percent. These excavators may be Feller Buncher carriages with a bucket and hydraulic thumb or clamshell bucket replacing the saw, or tracked carriages that have had modifications to allow the machine to work on steep grades. Operators are highly experienced in steep ground soil work and have knowledge, skills and abilities to construct firelines or rehabilitate firelines to near natural conditions.

ENGB - Single Resource Engine Boss

FS - Forest Service

FLYWHEEL HORSEPOWER RATING - Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel.

FMCSA - Federal Motor Carrier Safety Administration

#### FOAM APPLICATION SYSTEM

- Manually Regulated Proportioning System - A proportioning system that requires manual adjustment to maintain the proportioning ratio when there is a change of flow or pressure through the foam proportioner. Typical manually regulated foam systems include: Suction side proportioner, in-line eductor, around-the-pump proportioner and direct injection manually regulated proportioners. Examples of manually regulated foam systems include but are not limited to:

1. Blizzard Wizard
2. Scotty foam inductor
3. Foam Flo

- Automatic Regulating Proportioning System - A proportioning system that automatically adjusts the flow of foam concentrate into the water stream to maintain the desired proportioning ratio. These automatic adjustments are made based on changes in water flow or conductivity. Typical automatic regulating proportioning systems include: Balanced pressure venturi proportioning systems, water motor meter proportioner systems, direct injection automatic regulating proportioners. Examples of automatic regulating proportioning systems include but are not limited to:

1. Foam Pro-1601/2001
2. Robwen 500
3. Darley Fast-foam system
4. Aquis 1.5/2.5 foam system

GACC - Geographic Area Coordination Center

GAWR - Gross Axle Weight Rating

GOVERNMENT - United States Department of Agriculture - Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA)

Montana Department of Natural Resources (MT DNRC), Idaho Department of Lands (IDL), North Dakota Forest Service, Montana Department of Military Affairs Emergency Services (MT DES) GOVERNMENT REPRESENTATIVE - Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

GVAW - Gross Vehicle Axle Weight

GVWR - Gross Vehicle Weight Rating

HOST DISPATCH CENTER - Interagency dispatch center responsible for dispatching resources under this agreement.

HOST DISPATCH ZONE - Geographic area defined by the Host Dispatch Center's area of authority.

ICS - Incident Command System

IIBMH - Interagency Incident Business Management Handbook

IPT - Iron Pipe Thread

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.

INITIAL ATTACK - A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

LOW GROUND PRESSURE EQUIPMENT - Equipment with wide pads, designed by the manufacturer to operate in wet, soft or sandy terrain.

NH - National Hose Thread

NPSH - National Pipe Standard Hose

ON SHIFT - Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

OPERATIONAL PERIOD - Equal to one shift, an operational period is defined by the incident action plan.

ORDINARY WEAR AND TEAR - Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

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

POINT OF RELEASE - The location from which a contractor is released upon expiration or termination of required services. This point may be the same as the point of hire.

PROPERTY -

- Accountable Property. Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.

- Durable Property. Durable properties are those 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 items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

RON - Remain Over Night

ROSS - Resource Ordering and Status System

SEVERITY - The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

SJRL - Synthetic Jacket Rubber Lined Hose

SOFTTRACK - A machine constructed to carry water, mounted on a carrier, equipped with a track that is able to conform to varying ground conditions by torsion bar mounted road wheels. These road wheels allow the track to travel up and down to keep the track surface in constant contact with the ground over rough surfaces. These machines can travel at a speed of over 12 miles per hour on flat surfaces.

SUPPRESSION - All the work of extinguishing or confining a fire beginning with its discovery.

SUSPENSION -

- Air Bag - A suspension designed with two (2) air bags per wheel or four (4) air bags per axle. Air bag suspensions were developed for over the road conditions. While this suspension is acceptable, the process where the air bags inflate and deflate to try and maintain an even ride is not as desirable due to the non-

static load associated with a tank of water.

- Vocational Duty - All other axle configurations including the walking beam, spring, and trailing arm with two (2) air bags per axle shall be identified as vocational style suspension.
- 2-axle trucks must have a locking (i.e., e-locker/interlock) rear end to get points; no points are allowed for non-locking differentials.

UNDER HIRE - Refer to D.21.8

WHEEL CHOCKS -

- Type 5 and 6 Engines shall be equipped with a wheel chock constructed with a height of 8" or more and a width of 6" or more.
- Type 3 and 4 Engines and ALL Tenders shall be equipped with a wheel chock constructed with a height of 8" or more and width of 7" or more.
- Wheel chock must have a solid bottom or ribbing on the bottom to prevent from sinking in soft soil.
- Wheel chock must have the face beveled at a 30-50 degree angle.
- Wheel chock base must be 1.4 times the height or greater, or the manufacturer specifies the chocks meet SAE J-348, NFPA 1901, or NFPA 1906 for the size of the vehicle.

WORK/REST - Refer to D.6.7

## **EXHIBIT B – PAYMENT OFFICE INFORMATION**

### **FOREST SERVICE**

Incident Payment Center  
101B Sun Drive NE  
Albuquerque, NM 87105

1-877-372-7248

### **BUREAU OF LAND MANAGEMENT**

National Business Center  
PO Box 25047, Bldg 50  
Denver Federal Center  
Denver, CO 80225-0047  
Mail Stop BC-620

303-236-7117

### **NATIONAL PARK SERVICE**

Attn: Debbie Townsend  
13461 Sunrise Valley Dr  
Herndon, VA 20171

703-487-9310

## **EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY**

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

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

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

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

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

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

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

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

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

- Tell the harasser to stop the offensive conduct; and/or
- Tell a manager or supervisor about the conduct; and/or
- Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from the Human Resource Specialist on the incident.

## **EXHIBIT D – DOL WAGE DETERMINATION**

**See Separate Exhibit D**

## EXHIBIT E - Standard Contractor Performance Report

Highlighted blocks are required to be completed.

<b>Evaluation Type:</b> Interim _ Final _ <i>(check one)</i>			
<b>Evaluating Organization</b> <i>(Fire Name):</i>		<b>Reporting Period:</b> From to	
<b>Contracting Office:</b>		<b>Contract Number:</b>	<b>Order Number</b> <i>(Resource Order/Incident #):</i>
<b>Contractor Name:</b>		<b>Contractor Address:</b>	
<b>DUNS:</b>		<b>City:</b>	<b>State:</b>
<b>Additional or Alternate Contractor Name:</b>		<b>Zip/Postal Code:</b>	<b>Country:</b>
<b>TIN:</b>	<b>Industrial Code (NAICS):</b>	<b>Commodity Code:</b>	<b>Contract Type:</b>
<b>Contract Award Date:</b>		<b>Contract Expiration Date:</b>	<b>Contract Value:</b>
<b>Requirement Description</b> <i>(Equipment Type):</i>			

### Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category  
(See attached Rating Guidelines).

**Quality of Product or Service** *(How did the Contractor perform, document any noncompliance or performance issues)*

<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Poor	<input type="checkbox"/> 2=Fair	<input type="checkbox"/> 3=Good	<input type="checkbox"/> 4=Excellent	<input type="checkbox"/> 5=Outstanding
<b>Government Comments for Quality of Product or Service (2000 characters maximum):</b>					

**Timeliness of Performance** *(Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)*

<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Poor	<input type="checkbox"/> 2=Fair	<input type="checkbox"/> 3=Good	<input type="checkbox"/> 4=Excellent	<input type="checkbox"/> 5=Outstanding
<b>Government Comments for Timeliness of Performance (2000 characters maximum):</b>					

**Business Relations** *(Did the Contractor perform in a business-like manner; complete administrative requirements timely)*

<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Poor	<input type="checkbox"/> 2=Fair	<input type="checkbox"/> 3=Good	<input type="checkbox"/> 4=Excellent	<input type="checkbox"/> 5=Outstanding
<b>Government Comments for Business Relations (2000 characters maximum):</b>					



## Additional Info

### Contractor Key Personnel

Contractor Manager/Principal Investigator (*Owner's Name*):

Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum): *(If applicable, describe working relationship with government representatives for this assignment)*

Contractor Key Person (*Equipment Operator's Name*):

Government Comment on Contractor Key Person (2000 characters maximum): *(Describe working relationship with government representatives for this assignment)*

### Customer Satisfaction

Is/was the contractor committed to customer satisfaction? ☐ Yes ☐ No (*Check one*)

Would you recommend the selection of this firm again? ☐ Yes ☐ No (*Check one*)

Government Comments on Customer Satisfaction (2000 characters maximum): *If no to either of above, explain below*

## Admin Info

Project Officer/COTR (*Individual completing the evaluation*)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Alternate Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer:

Name:

Phone:

Fax:

E-Mail Address:

## Rating Guidelines

### Quality of Product or Service

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
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".

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

### Timeliness of Performance

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that 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".

### Business Relations

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that 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".

## **EXHIBIT F – SAFETY STANDARDS**

**NOTICE:** The following minimum contract standard shall be upheld at all times. The Contracting Officer or appointed representatives (COR) shall consider individuals who cannot meet these minimum requirements UNSAFE and may remove the individual or, if necessary the entire resource from the job site in accordance with the terms of the agreement specification:

### **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. Cost is 10 cents each.

### **B. Smoke and Carbon Monoxide**

For information on this subject call USDA Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for 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. The NWCG website gives information on Six Minutes for Safety, go to [www.nwcg.gov](http://www.nwcg.gov)

### **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 (PPE) – see Section D.2.1.2 of the specifications for a complete list of PPE required by the contractor.**

### **F. Fireline Leadership Communications Skills.**

All personnel in leadership positions such as Equipment Operators, Engine Bosses and radio operators, shall 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 individuals they directly supervise.

#### G. Incident Identification/ Qualification Card.

Personnel shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc

#### H. Physical Demands

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

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes.

Added for Skidgine, Pumper Cat and Softtrack personnel:

All personnel assigned to skidgines, pumper cats, and softtracks shall pass the "Work Capacity Fitness Test" at the light level. The fitness requirement is the ability to negotiate a one (1) mile hike without a pack and complete within 16 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 Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at [www.nwcg.gov](http://www.nwcg.gov), in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

The Government reserves the right to monitor the administration of any classroom instruction, and Pack Tests administered for compliance with "Work Capacity Fitness Test Instructor's Guide."

#### I. Work/Rest/Driving/ and Length of Assignment Guidelines

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: [www.nwcg.gov](http://www.nwcg.gov)

## EXHIBIT G – EXAMPLE OF EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET				
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.				<b>E-16</b>
1. AGREEMENT NUMBER <b>54-04R4-2-4567</b>		2. CONTRACTOR (name) <b>Jones Equipment</b>		
3. INCIDENT OR PROJECT NAME <b>LOST CREEK</b>		4. INCIDENT NUMBER <b>WIF-2-061</b>		5. OPERATOR (name) <b>PAUL JONES</b>
6. EQUIPMENT MAKE <b>Caterpillar</b>		7. EQUIPMENT MODEL <b>Dozer, D6C</b>		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT
9. SERIAL NUMBER <b>47A89876</b>		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)
12. DATE MO/DAY/YR	13. EQUIPMENT USE			14. REMARKS (released, down time and cause, problems, etc.) <b>Paul Jones - Operator</b>
	START	STOP	HOURS/DAYS/MILES(circle one) WORK SPECIAL	
<b>09/15/07</b>	<b>0600</b>	<b>1800</b>	<b>12</b>	
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
				16. INVOICE POSTED BY (Recorder's initials)
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <b>Paul L. Jones, - Owner</b>			18. GOVERNMENT OFFICER'S SIGNATURE <b>SAMUAL JONES - DIV SUP.</b>	19. DATE SIGNED <b>09/15/07</b>

## EXHIBIT D – DOL WAGE DETERMINATION

WD 95-0221 (Rev.-24) was first posted on www.wdol.gov on 10/13/2009  
Emergency Incident/Fire Safety Services

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER <sup>3</sup> U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT <sup>3</sup> EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor <sup>3</sup> WAGE AND HOUR DIVISION  
<sup>3</sup> WASHINGTON, D.C. 20210  
<sup>3</sup>  
<sup>3</sup>

Shirley F. Ebbesen Division of Wage <sup>3</sup> Wage Determination No: 1995-0221  
Director Determinations <sup>3</sup> Revision No: 24  
<sup>3</sup> Date Of Revision: 10/08/2009

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NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.

Alaska: Entire state.

Hawaii: Entire state.

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

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

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

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New  
Mexico, Oregon, Utah, Washington, Wyoming  
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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	MINIMUM WAGE 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
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	
	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
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
	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	
	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: \$3.35 per hour or \$134.00 per week or \$580.66 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): \$1.40 per hour, or \$56.00 per week, or \$242.66 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 \$3.35 per hour.

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

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 programmes; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

#### Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

#### Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

#### Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning

well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

#### Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

EXHIBIT H

EXHIBIT H TERMS AND CONDITIONS FOR IDL AND MT DNRC

Idaho Department of Lands Standard Terms & Conditions, Office Locations

1. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractors employees engaged in performance under this contract.

2. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractors request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractors subcontractor or its sub-subcontractor.

4. INSURANCE

Prior to the commencement of work under this contract, and until all work specified herein is completed, the Contractor shall maintain in effect all insurance as set forth below and shall comply with all limits, terms and conditions stipulated within the insurance policy(ies). Contractor shall provide the Idaho Department of Lands with a Certificate of Insurance verifying such coverage. Work under the contract shall not commence until evidence of all required insurance is provided to the State.

a. The Contractor shall maintain and pay for any applicable workers compensation insurance and will provide a certificate of same.

5. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

6. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

7. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.



#### 8. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

#### 9. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

#### 10. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

#### 11. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

#### 12. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

#### 13. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

#### 14. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies

#### 15. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

#### 16. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractors bond if a bond is required under the provisions of this

contract.

- (1) Failure of the Contractor to perform any of the provisions of this contract.
- (2) Failure of the Contractor to correct unsatisfactory performance or work within five (5) days after it has been brought to his attention.
- (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
- (4) The State may terminate this contract at any time for the convenience of the State upon ten calendar days written notice specifying the date of termination.

b. Upon termination, the Contractor shall:

- (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
- (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
- (3) If requested by the State, deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.

c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any incomplete or unsatisfactory work.

d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work stated in this contract.

e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

#### 17. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the States Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the States payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

#### 18. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

#### 19. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

#### 20. ENTIRE AGREEMENT

This contract, together with all attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous discussions, representations, commitments, and all other communications, both oral and written, between the parties.

21. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

IDAHO DEPARTMENT OF LANDS OFFICE LOCATIONS

Cataldo

Bob Burke, Area Manager  
80 Hilltop Overpass Road  
Kingston, ID 83839  
Phone: (208) 682-4611  
Fax: (208) 682-2991  
Len Young  
Kjell Truesdell

Craig Mountain

Jay Sila, Area Manager  
PO Box 68  
Craigmont ID 83523  
Phone: (208) 924-5571  
Fax: (208) 924-5572  
Rob Pentzer  
Tim Tevebaugh

Eastern Idaho

Pat Brown, Area Manager  
3563 Ririe Highway  
Idaho Falls, ID 83401  
Phone: (208) 525-7167  
Fax: (208) 525-7178  
Ron Fryzowski

Kootenai Valley

Scott Bacon, Area Manager  
6327 Main St.  
Bonners Ferry, ID 83805  
Phone: (208) 267-5577  
Fax: (208) 267-8301  
Chris Lund

Maggie Creek

Jim Clapperton, Area Manager  
Route 2 Box 190  
Kamiah, ID 83536  
Phone: (208) 935-2141  
Fax: (208) 935-0905  
Dave Summers

Mica

Mike Denney, Area Manager  
3706 Industrial Avenue S.  
Coeur d Alene, ID 83815  
Phone: (208) 769-1577  
Fax: (208) 769-1597  
Gary Darrington  
Shane OShea

Pend Oreille Lake

Ed Robinson, Area Manager  
2550 Highway 2 West  
Sandpoint, ID 83864  
Phone: (208) 263-5104

Fax: (208) 263-0724  
Chris Remsen  
Shawn Hicks

Ponderosa  
Sam Charles, Area Manager  
3130 Highway 3  
Deary, ID 83823  
Phone: (208) 877-1121  
Fax: (208) 877-1122  
Jason Svancara

Priest Lake  
Mick Schanilec, Area Manager  
4053 Cavanaugh Bay Road  
Coolin, ID 83821  
Phone: (208) 443-2516  
Fax: (208) 443-2162  
Dan Brown  
Jason Betz

South Central  
Tim Duffner, Area Manager  
324 S. 417 E. Ste. 2  
Jerome, ID 83338  
Phone: (208) 324-2561  
Fax: (208) 324-2917

Southwest  
Steve Douglas, Area Manager  
8355 West State Street  
Boise, ID 83703  
Phone: (208) 334-3488  
Fax: (208) 853-6372  
Dan Christman

St. Joe  
Ken Ockfen, Area Manager  
1806 Main Avenue  
St. Maries, ID 83861  
Phone: (208) 245-4551  
Fax: (208) 245-4867  
John Pollard

Clearwater-Potlatch Timber Protective Assn.  
Howard Weeks, Chief Fire Warden  
10250 Highway 12  
Orofino, ID 83544  
Phone: (208) 476-5612  
Terry White

Southern Idaho Timber Protective Assn.  
Mark Woods, Fire Warden  
555 Deinhard Lane  
McCall ID 83638  
Phone: (208) 634-2268  
Fax: (208) 634-5117  
Jasen King

STATE OF MONTANA  
Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the States solicitation document and a vendors response, the language contained in the States original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendors disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractors expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractors employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendors risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 2/09

Montana Department of Natural Resources and Conservation  
Invoice Receipt Centers

DNRC Forestry Division  
2705 Spurgin Rd.  
Missoula MT 59804

DNRC SWLO  
1401 27th Ave  
Missoula MT 59804

DNRC Central Land Office  
8001 N Montana Ave  
Helena MT 59602

DNRC NELO  
613 E. Main Street  
Lewistown MT 59457

DNRC ELO  
PO Box 1794  
Miles City MT 59301

DNRC SLO  
Airport Industrial Park  
Billings MT 59105-1978

DNRC NWLO  
655 Timberwolf Pkwy Suite 1  
Kalispell MT 59901-2557

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

MEMO OF UNDERSTANDING (MOU) HOLDERS AND

PUBLIC EDUCATION PROVIDERS

Available to All

To assure sufficient wildland fire training and personnel and equipment inspection opportunities are available for private sector contractors who participate in this solicitation, and that this training meets or exceeds National Wildfire Coordination Group (NWCg) standards, and the personnel and equipment inspections meets or exceeds the specifications as stated in Northern Rockies Geographic Area solicitations, the Northern Rockies Coordination Group (NRCG) has entered into memorandums of understanding (MOUs) with individuals, companies, contractor associations and public education providers. The list of valid MOUs with NRCG is available at: <http://www.fs.fed.us/r1/fire/nrcg/>

Other Geographic areas may have similar training MOUs or sources for qualifications. Training certificates, work capacity tests, position task books, and/or incident qualifications cards (Red Cards) from these approved providers will be recognized.

If equipment and or personnel inspections are required, only equipment and/or personnel certifications from valid NRCG MOU inspection holders will be recognized and accepted as submittals for any Northern Rockies Geographic Area solicitations.



## EXHIBIT J –ADVANTAGES

### Engine Advantages

Criteria	Attributes	Value	Importance Factor	Advantage Points
Gallons Hauled Type 6	150-225	97	2	194
	226-300	106		212
	301-399	115		230
Gallons Hauled Type 5	400-500	97	2	194
	501-625	106		212
	626-749	115		230
Gallons Hauled Type 4	750-850	97	2	194
	851-999	106		212
	1000-1200	115		230
Gallons Hauled Type 3	500-599	97	2	194
	600-749	106		212
	750-1000	115		230
Pump Performance Type 3,4,5,6	Acceptable	23.5	2	47
	Good	26.5		53
	Excellent	28		56
Age	10+ years	25	1	25
	8-9 years	26		26
	6-7 years	27		27
	4-5 years	28		28
	2-3 years	29		29
	Current Year to 1 year	30		30
Foam Proportioner System	Manually Regulated Proportioner	11	1	11
	Automatic Regulating Proportioner	12		12

### Pressure and flow testing of Pumps

Testing will be conducted as close to the pump as possible using a calibrated, liquid-filled pressure gauge.

The following flows will result:

#### .520 diameter sharp edged orifice.

<u>Pressure</u>	<u>Flow</u>
100 psi	50 gpm
125 psi	56 gpm
150 psi	61 gpm

#### .716 diameter sharp edged orifice.

<u>Pressure</u>	<u>Flow</u>
250 psi	150 gpm
312.5 psi	167 gpm
375 psi	183 gpm

The resultant figures will be applied to the pump ratings as follows:

#### Type 3 engines

Pressure with .716 diameter sharp edged orifice installed

- 250 to 312 psi is a rating of “Acceptable”
- 312.5 to 374 psi is a rating of “Good”
- 375 psi or more is a rating of “Excellent”

#### Type 4, 5, 6 engines

Pressure measured with a .520 diameter sharp edged orifice installed

- 100 psi to 124 psi is a rating of “Acceptable”
- 125 psi to 149 psi is a rating of “Good”
- 150 psi or more is a rating of “Excellent”

### Support Water Tender Advantages

<u>Criteria</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Gallons Hauled Type 3	1000-1499	94.5	2	189
	1500-1999	102.5		205
	2000-2499	111.5		223
Gallons Hauled Type 2	2500-2999	94.5	2	189
	3000-3499	102.5		205
	3500-3999	111.5		223
Gallons Hauled Type 1	4000-4499	94.5	2	189
	4500-4999	102.5		205
	5000 +	111.5		223
Suspension Type 1 and 2	Air Bag	23.5	2	47
	Vocational Duty	28		56
Suspension Type 3	Single Rear Axle	23.5	2	47
	Single Rear Axle with E-locker or Interlock	28		56
Age	16+ years	29	1	29
	12 years to 15 years	30		30
	8 years to 11 years	31		31
	4 years to 7 years	32		32
	Current year to 3 years	33		33
Spray Bar Configuration	Gravity F or R	13	1	13
	Gravity F & R	14		14
	Pressure F or R	15		15
	Pressure F & R	16		16

**Tactical Water Tender Advantages**

<b><u>Criteria</u></b>	<b><u>Attributes</u></b>	<b><u>Value</u></b>	<b><u>Importance Factor</u></b>	<b><u>Advantage Points</u></b>
Gallons Hauled Type 2	1000-1499	61.5	2	123
	1500-1999	69		138
Gallons Hauled Type 1	2000-2499	61.5	2	123
	2500 +	69		138
Monitor	None	57	1	57
	Manual	62		62
	Remote	66		66
Suspension	Air Bag	28.5	2	57
	Vocational Duty	33		66
Age	16+ years	22	1	22
	12 years to 15 years	23		23
	8 years to 11 years	24		24
	4 years to 7 years	25		25
	Current year to 3 years	26		26
Spray Bar Configuration	Gravity F or R	17	1	17
	Gravity F & R	18		18
	Pressure F or R	19		19
	Pressure F & R	20		20
Foam Proportioner System	Manually Regulated Proportioner	11	1	11
	Automatic Regulating Proportioner	12		12

Water Handling Exhibits

Page 5

**EXHIBIT K –DATA SHEETS**

**[BLANK PAGE]**

EXHIBIT L

NORTHERN ROCKIES DISPATCH ZONES AND DISPATCH OFFICES

ID-CDC : Coeur D Alene Dispatch Center, Coeur D Alene, ID, 208-772-3283

ID-GVC; Grangeville Dispatch Center; Grangeville, ID, 208-983-6800

MT-BDC; Billings Dispatch Center, Billings, MT, 406-896-2900

MT-BRC; Bitterroot Dispatch Center, Hamilton, MT, 406-363-7133

MT-BZC; Bozeman Dispatch Center, Bozeman, MT, 406-587-6719

MT-DDC; Dillon Dispatch Center, Dillon, MT, 406-683-3975

MT-GDC; Great Falls Dispatch Center, Great Falls, MT, 406-731-5300

MT-HDC; Helena Dispatch Center, Helena, MT, 406-449-5475

MT-KDC; Kootenai Dispatch Center, Libby, MT, 406-283-7740

MT-KIC; Kalispell Interagency Dispatch Center, Kalispell, MT, 406-758-5260

MT-LEC; Lewistown Dispatch Center, Lewistown, MT, 406-538-1072

MT-MCC; Miles City Dispatch Center, Miles City, MT, 406-233-2900

MT-MDC; Missoula Dispatch Center, Missoula, MT, 406-829-7070

MT-NDC; North Dakota Dispatch Center, Bismarck, ND, 701-333-0260

**EXHIBIT M - FORMS AND CHECKLISTS**This inspection form is to be used in conjunction with Optional Form 296**ENGINE INSPECTION FORM** PASS \_\_\_\_\_ FAIL \_\_\_\_\_

<b>Company Name:</b>		<b>Date of Inspection:</b>		Page 1 of 3
<b>Vehicle Id.#: (VIN#)</b>		<b>Odometer Reading:</b>		
NWCG Type Engine (3-6):		Tank Capacity (gallons)		
License #:		State:		
Make:	Model:	Year:		
<b>All Wheel Drive</b>		<b>Yes</b>	<b>No</b>	
<b>Markings Posted on Vehicle</b> (annotate actual postings)		<b>Yes</b>	<b>No</b>	
Company Name:				
Equipment ID #:				
DOT # (if required):				
<b>Vehicle Licensing</b>			<b>Satisfactory?</b>	
			<b>Yes</b>	<b>No</b>
Vehicle meets licensing requirements, current registration				
Current DOT or CVSA inspection				
<b>Vehicle Weight</b>				
Manufacturers Gross Vehicle Weight:				
Manufacturers Front Axle Rating:				
Manufacturers Rear Axle Rating:				
Certified Front Axle, loaded weight:				
Certified Rear Axle, loaded weight:				
Weight Slip from a Certified Scale, loaded vehicle:				
<b>Minimum Engine Inventory</b>			<b>Yes</b>	<b>No</b>
1 - Live Hose Reel w/minimum of 100' of 1" hose non-collapsible 3/4" inside Diameter				
1 1/2" Hose (see table for min. quantity)				
1" Hose (see table for min. quantity)				
3/4" Hose (see table for min. quantity)				
2 - Nozzles, comb fog/straight stream, 1 1/2" NH Female				
2 - Nozzle, comb fog/straight stream, 1" NPSH Female				
1 - Nozzle, Class A Foam, 1 1/2" NH Female, minimum 20 GPM at 100 psi				
2 - Nozzle, Adjustable 3/4" Garden Hose				
20' Suction hose with strainer or screened foot valve				
3 - Shovels, size "0"				
3 - Pulaskis				
1 - Forestry, Fire Hose Clamp				
4 - Spanner wrenches, combination, 2 ea 1" & 1 1/2"				
1 - Double Male 1 1/2" NH				
1 - Double Female 1 1/2" NH				
1 - Double Male 1" NPSH				
1 - Double Female 1" NPSH				
2 - Gated Wyes, 1 1/2" NH				
2 - Gated Wyes, 1" NPSH				
1 - Gated Wyes 3/4" Garden Hose				
4 - Reducers, 1 1/2" NH Female to 1" NPSH Male				
1 - Reducer 1" NPSH to 3/4" Garden Hose				
2 - Adapters 1 1/2" NH Female to 1 1/2" NPSH Male				
2 - Adapters 1 1/2" NPSH Female to 1 1/2" NH Male				
1 - Mop-Up Wand 3/4" Receptor w/ 3/4" Nozzle Tip				
5 - Inline Ball Valves 3/4"				

<b>Engine Inspection Form (continued)</b>				Page 2 of 3	
<b>Company Name:</b>		<b>Date of Inspection:</b>		<b>Equipment ID #</b>	
<b>Minimum Engine Inventory - continued</b>				<b>Yes</b>	<b>No</b>
2 - Backpack pumps					
1 Gallon Container for drinking water					
1 - First Aid Kit (5 person)					
3 - Headlamps w/Batteries and Hardhat Attachment					
10 - Fusee's (fire starter)					
3 - Mill Bastard Files					
3 - Line Gear (Day Pack)					
<b>Specific Requirements</b>				<b>Yes</b>	<b>No</b>
1 ea. - Saw with fuel (3.0 cubic in. min w/18" bar, chaps, hearing protection gas/oil, and accessories (OSHA Approved Fuel Containers)					
2 ea. - Programmable Radio's at least one must be hand held with 2 additional batteries & Programming Cable (Narrow Band Compliant)					
<b>Additional Vehicle Safety Items (Minimum Requirements)</b>				<b>Yes</b>	<b>No</b>
Reflective Triangles, bi-directional, set of 3					
Fire Extinguisher, 1 rated at 2A 10BC or better					
2 - each Wheel chocks (see Definitions)					
Seat Belts for all Passengers					
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)					
<b>Personal Protective Equipment</b>				<b>Yes</b>	<b>No</b>
Fire Shelter	Nomex shirt/pants	Hardhat	Gloves	Boots	
<b>Pump Accessories (If Pump Powered by Auxiliary Engine)</b>				<b>Yes</b>	<b>No</b>
Wrench, Adjustable 10"					
Wrench, Spark Plug (Unless adjustable wrench is suitable)					
1 Pliers (Slip Joint)					
2 Qts. Crankcase Oil					
1 Screwdriver (Standard Blade)					
1 Screwdriver (Phillips)					
1 Spare Starter Rope (If Required)					
1 Grease Gun with Grease					
Spark Plugs (Sufficient to replace all plugs on auxiliary pump)					
<b>Compressed Air Foam System (CAFS)</b>				<b>Yes</b>	<b>No</b>
Actual Compressor Rating (cubic feet per minute)					
<b>Foam Proportioner System (check one)</b>	Manually Regulated Proportioner _____		Automatic Regulating Proportioner _____		
Amount of foam carried on engine in gallons: (min. 5 gal.)					
<b>Water Tank Firmly Attached to Frame or structurally sound flat bed</b>				<b>Yes</b>	<b>No</b>
1 ea 1 1/2" discharge valve full flow, rapid shut off					
Tank meets baffling requirements specified in D.2.1.2					
<b>Pump Type (check one)</b>	Auxiliary _____		PTO _____		
Actual Pump PSI _____	CHECK ONE:	Acceptable _____	Good _____	Excellent _____	
				<b>Yes</b>	<b>No</b>
Draft from 10 feet vertical through suction hose with foot valve					
Pump and roll capacity					
Fuel to operate pump (min. 12 hours) in DOT approved container					
<b>Vehicle Tires</b>					
Tire load ratings in accordance with vehicle GVWR					
All season mud and snow tread with minimum 4/32" tread steering axle; 2/32" rear					
Vehicles with 4-wheel drive must have mud and snow tread on all wheels					
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32" tread					



## Page 3 of 3

<b>Company Name:</b>	<b><u>Date of Inspection:</u></b>	<b><u>Equipment ID #</u></b>
<b><u>Name of Contractor (type or print)</u></b>	<b><u>Signature of Contractor</u></b>	<b><u>Date</u></b>
<b><u>Name of Inspector (type or print)</u></b>	<b><u>Signature of Inspector</u></b>	<b><u>Date</u></b>
<b><u>Inspectors' Agency</u></b>	<b><u>Inspectors' Phone #</u></b>	
<b>Remarks: (document all items that fail inspection)</b>		
<b><u>Pressure and Flow Testing of Pumps - Refer to Exhibit J</u></b>		
<u>Type 3 engines</u>		
Pressure with .716 diameter sharp edged orifice installed		
- 250 to 312 psi is a rating of "Acceptable"		
- 312.5 to 374 psi is a rating of "Good"		
- 375 psi or more is a rating of "Excellent"		
<u>Type 4, 5, 6 engines</u>		
Pressure with a .520 diameter sharp edged orifice installed		
- 100 psi to 124 psi is a rating of "Acceptable"		
- 125 psi to 149 psi is a rating of "Good"		
- 150 psi or more is a rating of "Excellent"		

COMPONENTS	WILDLAND ENGINES			
	3	4	5	6
PUMP RATING				
Minimum flow (GPM)	150	50	50	50
@ Rated pressure (PSI)	250	100	100	100
Tank Capacity (GAL)				
MIN	500	750	400	150
MAX	1500	1500	749	399
Hose (feet)				
1 1/2 inch	1000	300	300	300
1 inch	500	300	300	300
3/4 inch Garden Hose	300	300	300	300
Live Hose Reel 3/4" ID	100	100	100	100
Pump and Roll	Yes	Yes	Yes	Yes
Foam Proportioner System	Yes	Yes	Yes	Yes
Maximum GVWR (lbs.)	-	-	26,000	19,500
Personnel Required	3	3	3	3

**CHAINSAW AND CHAINSAW KIT INSPECTION CHECKLIST**  
**(Wildland Engines Only)**

(Minimum Engine Power required is 3.0 cubic inches)

MANUFACTURER \_\_\_\_\_

Model Number: \_\_\_\_\_ Serial Number: \_\_\_\_\_

<b>CHAINSAW:</b>	<b>YES</b>	<b>NO</b>
<b>No Visible parts broken</b>		
<b>All visible nuts and bolts tight</b>		
<b>Oil in chain oil reservoir</b>		
<b>Proper Exhaust system and spark arrester</b>		
<b>Started and checked the engine, idles evenly, runs smoothly, satisfactory power; on/off kill switch works</b>		
<b>Guide Bar is at the minimum of 18 inches and not bent or damaged</b>		
<b>Pull rope functions properly</b>		
<b>Chain brake works properly</b>		
<b>CHAINSAW KIT:</b>		
<b>1 CHAINSAW KIT BAG OR BOX TO STORE COMPLEMENT</b>		
<b>1 Combination Bar/Sparkplug wrench</b>		
<b>1 SPARE SPARK PLUG to fit saw</b>		
<b>1 PINT OF SPARE ENGINE OIL FOR ENGINE FUEL MIXTURE</b>		
<b>1 PAIR OF WRAP AROUND LEG SAFETY CHAPS - OSHA APPROVED</b>		
<b>1 EXTRA CHAIN TO FIT SAW-BAR COMBO</b>		
<b>1 CHAIN FILE</b>		
<b>1 FELLING AXE</b>		
<b>1 FELLING WEDGE</b>		
<b>1 - OSHA APPROVED FUEL CONTAINER TO HOLD CHAINSAW FUEL AND GUIDE BAR OIL PROPERLY SECURED ON VEHICLE</b>		
<b>2 SETS EAR PLUGS</b>		

**Contractor is required to have both the chainsaw and the OSHA approved containers full of proper fuel mixture and oil at the time of the inspection.**

This inspection form is to be used in conjunction with Optional Form 296

# **SUPPORT WATER TENDER INSPECTION FORM**

**PASS** \_\_\_\_ **FAIL** \_\_\_\_

<b>Company Name:</b>		<b>Date:</b>		Page 1 of 2
<b>Vehicle Identification</b>		<b>Odometer Reading:</b>		
NWCG Type Support Water Tender (1-3):		Allowable Tank Capacity (gallons)		
VIN #:				
License #:		State:		
Make:	Model:	Year:		
<b>All Wheel Drive</b>		<b>Yes</b>	<b>No</b>	
<b>Markings Posted on Vehicle</b> (annotate actual posting)		<b>Yes</b>	<b>No</b>	
Company Name:				
Equipment ID #:				
DOT # (if required):				
<b>Vehicle Licensing</b>		<b>Yes</b>	<b>No</b>	
Vehicle meets licensing requirements				
Current DOT or CVSA inspection				
<b>Vehicle Weight</b>				
Manufacturers Gross Vehicle Weight:				
Manufacturers Front Axle Rating:				
Manufacturers Rear Axle Rating:				
Certified Front Axle, loaded weight:				
Certified Rear Axle, loaded weight:				
Weight Slip from a Certified Scale, loaded vehicle:				
<b>Minimum Tender Inventory</b>		<b>Satisfactory?</b>		
		<b>Yes</b>	<b>No</b>	
1 - Handheld Programmable Radio				
1 - Nozzles, comb fog/straight stream, 1 1/2" NH Female				
1 - Reducer, 1 1/2" NH female to 1" NPSH Male				
1 - Shovels, size 0 or 1				
1 - Pulaskis				
1 - Spanner Wrench, combination 1 1/2" to 2 1/2"				
1 - Adjustable Hydrant Wrench				
2 - Adapters 1 1/2" NPSH Female to 1 1/2" NH Male				
2 - Adapters 1 1/2" NH Female to 1 1/2" NPSH Male				
2 - Reducers 2 1/2" NH Female to 1 1/2" NH Male				
1 - Double Male 1 1/2" NH				
1 - Double Female 1 1/2" NH				
1 - Gated Wye 1 1/2" NH				
1 - Fire Hose Clamp 2 1/2"				
100' - 1 1/2" cotton/synthetic hose NH thread				
50' - 2 1/2" cotton/synthetic hose NH thread				
<b>GPM of Pump</b> (complete appropriate block w/actual GPM)				
PTO		Auxiliary		
Fuel to operate pump for 12 hours (If Auxiliary Pump)		<b>Yes</b>	<b>No</b>	
20' Suction hose with strainer or screened foot valve		<b>Yes</b>	<b>No</b>	
<b>Discharge Outlets</b>				
1 - 2 1/2" NH		<b>Yes</b>	<b>No</b>	
2 - 1 1/2" NH		<b>Yes</b>	<b>No</b>	
<b>Suspension, Type 1 and 2</b> (check one)	Air Bag _____	Vocational Duty _____		2-axle _____ 3-axle _____
<b>Suspension, Type 3</b> (check one)	Single Rear Axle _____	Single Rear Axle with E-Locker or Interlock _____		
<b>Spray Bar Configuration</b> (Circle one)				
Gravity Front <b>or</b> Rear	Gravity Front <b>and</b> Rear	Pressure Front <b>or</b> Rear	Pressure Front <b>and</b> Rear	

# **SUPPORT WATER TENDER INSPECTION FORM**

Page 2 of 2

<b><u>Company Name:</u></b>		<b><u>Date:</u></b>		<b><u>Equipment ID #</u></b>	
<b><u>Additional Vehicle Items (Minimum Requirements)</u></b>				<b><u>Satisfactory?</u></b>	
				<b>Yes</b>	<b>No</b>
Reflective Triangles, bi-directional, set of 3					
Fire Extinguisher, 1 rated at 2A 10BC or better					
1 - First Aid Kit (5 person)					
2 - each Wheel chocks (see Definitions)					
1 - each Portable Hand Lights					
Seat Belt for all passengers					
Minimum 4" Dump Valve at bottom of tank (min. 34" from ground)					
Tank meets baffling requirements specified in D.2.1.2					
<b><u>Vehicle</u></b>					
				<b>Yes</b>	<b>No</b>
Tires minimum 4/32" tread steering axle, 2/32" rear					
Tire load ratings in accordance with vehicle GVWR					
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32" tread				<b>Not required</b>	
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)					
<b><u>Personal Protective Equipment (check all inventoried)</u></b>					
Fire Shelter	Nomex shirt/pants	Hardhat	Gloves	Boots	
<b><u>Name of Contractor (type or print)</u></b>		<b><u>Signature of Contractor</u></b>		<b><u>Date</u></b>	
<b><u>Name of Inspector (type or print)</u></b>		<b><u>Signature of Inspector</u></b>		<b><u>Date</u></b>	
<b><u>Inspectors' Agency</u></b>			<b><u>Inspector's Phone #</u></b>		
<b>Remarks: (document all failed items)</b>					

	MINIMUM STANDARDS SUPPORT WATER TENDERS		
TYPE	1	2	3
REQUIREMENTS			
Tank Capacity (gallons)			
Minimum	4000	2500	1000
Maximum	NONE	3999	2499
Pump Minimum Flow (gpm)	300	200	200
@ rated pressure (psi)	50	50	50
Spray Bar or Equivalent	Yes	Yes	Yes
Maximum Refill Time (minutes)	30	20	15
Drafting Capabilities			
MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes	Yes
Personnel (minimum)	1	1	1

This inspection form is to be used in conjunction with Optional Form 296

# **TACTICAL WATER TENDER INSPECTION FORM**

**PASS** \_\_\_\_ **FAIL** \_\_\_\_

<b>Company Name:</b>		<b>Date:</b>		Page 1 of 2
<b>Vehicle Identification</b>		<b>Odometer Reading:</b>		
NWCG Type Tactical Water Tender (1-2):		Allowable Tank Capacity (gallons)		
VIN #:				
License #:		State:		
Make:	Model:	Year:		
<b>All Wheel Drive</b>		<b>Yes</b>	<b>No</b>	
<b>Markings Posted on Vehicle</b> (annotate actual posting)		<b>Yes</b>	<b>No</b>	
Company Name:				
Equipment ID #:				
DOT # (if required):				
<b>Vehicle Licensing</b>		<b>Yes</b>	<b>No</b>	
Vehicle meets licensing requirements				
Current DOT or CVSA inspection				
<b>Vehicle Weight</b>				
Manufacturers Gross Vehicle Weight:				
Manufacturers Front Axle Rating:				
Manufacturers Rear Axle Rating:				
Certified Front Axle, loaded weight:				
Certified Rear Axle, loaded weight:				
Weight Slip from a Certified Scale, loaded vehicle:				
<b>Minimum Tender Inventory</b>		<b>Satisfactory?</b>		
		<b>Yes</b>	<b>No</b>	
1 - live Hose Reel min. 100' of 1" hose non-collapsible w/3/4" inside diameter				
1 - Handheld Programmable Radio				
1 - Nozzle, comb fog/straight stream, 1 1/2" NH Female				
1 - Nozzle, Class A Foam, 1 1/2" NH Female, minimum 20 GPM at 100 psi				
2 - Shovels, size 0 or 1				
2 - Pulaskis				
1 - Spanner Wrench, combination 1 1/2" to 2 1/2"				
1 - Adjustable Hydrant Wrench				
2 - Adapters 1 1/2" NPSH Female to 1 1/2" NH Male				
2 - Adapters 1 1/2" NH Female to 1 1/2" NPSH Male				
2 - Reducers 2 1/2" NH Female to 1 1/2" NH Male				
1 - Reducer, 1 1/2" NH female to 1" NPSH Male				
1 - Double Male 1 1/2" NH				
1 - Double Female 1 1/2" NH				
1 - Gated Wye 1 1/2" NH				
1 - Fire Hose Clamp 2 1/2"				
200' - 1 1/2" cotton/synthetic hose NH thread				
50' - 2 1/2" cotton/synthetic hose NH thread				
10- Fusee's (fire starter)				
2 - Line Gear (Day Pack)				
<b>GPM of Pump</b> (complete appropriate block with actual GPM)				
PTO Auxiliary				
Fuel to operate pump for 12 hours (If Auxiliary Pump)		<b>Yes</b>	<b>No</b>	
20' Suction hose with strainer or screened foot valve		<b>Yes</b>	<b>No</b>	
<b>Pressurized Discharge Outlets</b>				
1 - 2 1/2" NH		<b>Yes</b>	<b>No</b>	
2 - 1 1/2" NH		<b>Yes</b>	<b>No</b>	
<b>Foam Proportioner System (check one)</b>	Manually Regulated Proportioner _____	Automatic Regulating Proportioner _____		
Amount of Foam on Tender (min. 5 gal)				

<b>TACTICAL WATER TENDER INSPECTION FORM (continued)</b>					Page 2 of 2
<b>Company Name:</b>		<b>Date:</b>		<b>Equipment ID #</b>	
<b>Monitor</b> (circle one)	Manual	Remote		None	
<b>Suspension</b> (check one)	Air Bag _____	Vocational Duty _____		2-axle _____	3-axle _____
<b>Spray Bar Configuration</b> (Circle one)					
Gravity Front <b>or</b> Rear		Gravity Front <b>and</b> Rear		Pressure Front <b>or</b> Rear	
<b>Additional Vehicle Items (Minimum Requirements)</b>					<b>Satisfactory?</b>
					<b>Yes</b>
					<b>No</b>
Reflective Triangles, bi-directional, set of 3					
Fire Extinguisher, 1 rated at 2A 10BC or better					
1 - First Aid Kit (5 person)					
2 - each Wheel chocks (see Definitions)					
1 - each Portable Hand Lights					
Seat Belt for all passengers					
Minimum 4" Dump Valve at bottom of tank (min. 34" from ground)					
Tank meets baffling requirements specified in D.2.1.2					
2 1/2" valve at bottom of tank with NH hose threads					
<b>Vehicle</b>					
All wheel drive (circle one) 4-wheel drive must have mud and snow tread on all wheels					<b>Yes</b>
Tires minimum 4/32" tread steering axle; 2/32" rear					<b>No</b>
Tire load ratings in accordance with vehicle GVWR					
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32" tread					
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)					
<b>Personal Protective Equipment</b>					<b>Yes</b>
					<b>No</b>
Fire Shelter	Nomex shirt/pants	Hardhat	Gloves	Boots	
<b>Name of Contractor</b> (type or print)		<b>Signature of Contractor</b>		<b>Date</b>	
<b>Name of Inspector</b> (type or print)		<b>Signature of Inspector</b>		<b>Date</b>	
<b>Inspectors' Agency</b>			<b>Inspector's Phone #</b>		
<b>Remarks: (document all failed items)</b>					

MINIMUM STANDARDS TACTICAL WATER TENDERS		
TYPE	1	2
REQUIREMENTS		
Tank Capacity (gallons)		
Minimum	2000	1000
Maximum	NONE	1999
Pump Minimum Flow (gpm)	250	250
@ rated pressure (psi)	150	150
Hose (feet)	100	100
Live Hose Reel 3/4" ID		
Spray Bar or Equivalent	Yes	Yes
Pump and Roll	Yes	Yes
Foam Proportioner System	Yes	Yes
Drafting Capabilities - MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes
Personnel (minimum)	2	2

## **EXHIBIT N – QUALIFICATIONS**

### **WILDLAND FIRE PERSONNEL QUALIFICATION REQUIREMENTS**

#### **I. Purpose:**

The purpose of this exhibit is to define the qualifications a Contractor's employee must have before the employee can be certified in each Incident Command System (ICS) position required under these Agreements. Table 1, below, shows the sequence in approximate time to complete the training and experience requirements to become certified in each position covered by this agreement.

#### **II. Scope:**

The qualifications defined are for the ICS positions of Single Resource Boss-Crew (ENGB); Advanced Firefighter/Squad Boss (FFT1); Firefighter (FFT2); and Support Water Tender Operator.

#### **III. Position Qualifications Standards:**

##### **A. SINGLE RESOURCE BOSS-ENGINE (ENGB)**

###### **1. REQUIRED TRAINING**

Intermediate Fire Behavior (S-290)  
Crew Boss (S-230) NOTE: Required of all ENGBs certified after Dec. 31, 2002.  
Annual Fireline Safety Refresher (RT-130)

###### **2. ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS**

Basic ICS (I-200)  
Interagency Business Management (S-260)  
Engine Boss (S-231)  
Firing Methods and Procedures (S-234)  
Basic Air Operations (S-270)  
Followership to Leadership (L-280)

###### **3. EXPERIENCE**

Satisfactory performance for a total of fifteen (15) operational periods on three (3) separate wildland fire incidents as a Advanced Firefighter/Squad Boss (FFT1). After the FFT1 has completed this experience requirement they may be considered for becoming a Trainee ENGB.

#### **AND**

Satisfactory position performance as a Single Resource Boss - Engine (ENGB) on a wildland fire incident.

###### **4. PHYSICAL FITNESS** Arduous

###### **5. ONCE CERTIFIED AS ENGB, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION**

Any Single Resource Boss (Dozer, Crew, Felling, Tractor/Plow, Helicopter, Firing)  
Any higher position for which this position is a prerequisite

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

##### **B. ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)**

1. REQUIRED TRAINING

Advanced Firefighter Training (S-131)  
Look Up, Look Down, Look Around (S-133) NOTE; Required after 1/06 for FFT1  
Annual Fireline Safety Refresher (RT-130)

2. ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

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

3. EXPERIENCE

Satisfactory performance as a Firefighter (FFT2). After the FFT2 has completed this experience requirement they may be considered for becoming a Trainee FFT1.

**AND**

Satisfactory performance for a total of fifteen (15) operational periods on three (3) separate wildland fire incidents as an Advanced Firefighter/Squad Boss (FFT1) Trainee on a wildland fire incident.

4. PHYSICAL FITNESS Arduous

5. ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION

Any higher position for which this position is a prerequisite.

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

**C. FIREFIGHTER (FFT2)**

1. REQUIRED TRAINING

Firefighter Training (S-130)  
Introduction to Fire Behavior (S-190)  
Introduction to ICS (I-100)  
Human Factors on the Fireline (L-180) NOTE: Required after 1/06 for FFT2  
Annual Fireline Safety Refresher (RT-130) NOTE: Not Required with first year FFT2

2. The FFT2 position does not require completion of the FFT2 Position Task Book.

3. EXPERIENCE None

4. PHYSICAL FITNESS Arduous

5. ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION

None (Only FFT2)

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

**D. SUPPORT WATER TENDER OPERATOR**

1. REQUIRED TRAINING



Annual Fireline Safety Refresher (RT-130)

2. EXPERIENCE None

**E. SEQUENCE FOR ENGINE PERSONNEL:**

**TABLE 1. SEQUENCE FOR POSITION CERTIFICATION**

Firefighter FFT2	<ol style="list-style-type: none"> <li>1. Complete S-130/S-190/I-100/L-180 training.</li> <li>2. Pass work capacity fitness test (pack test).</li> <li>3. Become certified as an FFT2.</li> <li>4. Work a wildfire incident. This meets requirement for satisfactory performance as a FFT2.</li> <li>5. Eligible to be considered for FFT1 Trainee once #1 through #4 above are met.</li> </ol>
Advanced Firefighter/ Squad Boss	<ol style="list-style-type: none"> <li>1. Complete S-131/S-133.</li> <li>2. FFT1 task book is issued following S-131/S-133 training making the firefighter an FFT1 Trainee.</li> <li>3. Complete Annual Fireline Safety Refresher (RT-130) training prior to next season.</li> <li>4. Pass work capacity fitness test (pack test) prior to next season.</li> <li>5. As an FFT1 Trainee, work on wildfire incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1.</li> <li>6. Become certified as an FFT1.</li> <li>7. Work on wildfire incidents. This meets requirement for satisfactory performance as a FFT1/Squad Boss.</li> <li>8. Eligible to be considered for ENGB Trainee once #1 through #7 above are met.</li> </ol>
Single Resource Boss Engine (ENGB)	<ol style="list-style-type: none"> <li>1. Complete S-230 / S-290.</li> <li>2. ENGB task book is issued following S-230 &amp; S-290 training making the firefighter an ENGB Trainee.</li> <li>3. Complete Annual Fireline Safety Refresher (RT-130) training prior to next fire season.</li> <li>4. Pass work capacity fitness test (pack test) prior to next fire season.</li> <li>5. As an ENGB Trainee, work on wildfire incidents and complete the ENGB task book. This meets requirement for satisfactory position performance as an ENGB.</li> <li>6. Become certified as an ENGB.</li> </ol>

NOTE:

1. A firefighter may work on only one task book at a time
2. All required prerequisite experience must be completed before the firefighter can begin working on the task book for the next higher position.

## WATER HANDLING CONTRACTOR RECORDS FORMAT & VERIFICATION FORM

### A. EMPLOYEE FILE SYSTEM CREATION AND MAINTENANCE

The **ENGINE and/or WATER TENDER CONTRACTOR** (Vendor) shall maintain a file system which will contain the employee's training, certification (PTB and evaluation), current position qualification and next higher training position, wildfire/prescribed fire experience records, and fire assignment documents (i.e., assignment evaluations, etc.).

It is further recommended that a position-progressive format be maintained for each employee. In other words, an employee can not move from FFT-2 qualified to ENGB. Records must show, from the most recent to the first over time, that the individual has been trained and has performed each qualifying requirement in sequence to reach certification of the individual's current qualification status.

The file must be maintained in such a manner that easy verification and/or inspection can be accomplished when required. This file configuration meets inspection requirements for the Engine/Tender Agreements.

Following is a manual file system that can be implemented at each **CONTRACTOR** office. For the purpose of the Interagency Engine and Tender Agreement, the only elements that will be recorded are employee payroll name, **ENGINE and/or WATER TENDER CONTRACTOR** Company name and fire qualifications. The **ENGINE and/or WATER TENDER CONTRACTOR** will maintain a file system which will contain the employee's training, certification (PTB and evaluation), current position qualification and next higher training position, and wildfire/prescribed fire experience records, and fire assignment documents (i.e., assignment evaluations, etc.).

### B. RECORD SYSTEM CONTENT

Section 1 – Employee Information:

- Employee payroll name
- Last 4 digits of employee's Social Security Number

Section 2 - Employee Qualification and Certification Verification Summary:

- This should be a form that summarizes the employee's complete history for wildfire training, task book completion and incident experience. (see sample Employee Training and Qualification Summary Form below)

Section 3 – Position Task Books: This section contains specific documentation of all applicable position task books.

- Highest ICS level PTB on top followed by progressively lower level PTBs.
- Completed PTBs and PTBs in progress should all be kept in this section of the file.
- All PTBs must include all pages.
- The PTB on file may be the original or a copy.

Section 4 – Training Record: This section contains specific documentation of all wildfire training.

- Record of formal classroom training and support documentation (i.e., certificates, etc.)
- FFT2 files, as a minimum, must have a copy of the S-130 and S-190 basic firefighter training course certificate, signed by a recognized instructor. L-180 is required for FFT2s beginning in 1/06.
- FFT1 files, as a minimum, must have everything a FFT2 file has plus a training certificate, signed by a recognized instructor. S-131/S-133 are required for FFT1s beginning in 1/06.
- ENGB files, as a minimum, must have everything a FFT1 file has plus training certificates, signed by a recognized instructor, from both S-230 and S-290.
- WTOP files, as a minimum, must have a copy of the S-130 and S-190 basic firefighter training certificates.
- All returning firefighters (FFT2, FFT1, and ENGB) must have a copy of the course roster or certificate that contains their name, signed by a recognized instructor, from the current year's Annual Fireline Safety Refresher Training (RT-130) session they have attended.

Section 5 – Incident Experience: This section contains specific documentation of all wildfire and prescribed fire assignments including Training and Position Evaluation Assignments.

- Documents in this section should be sorted by position with the highest level on top and lowest level on the bottom.

- The first (top) document in this section should be the employee's Incident Assignment History. (See sample form below.)
- Readable copies of any Incident Crew Evaluations (ICS – 224) completed by **ENGINE and/or WATER TENDER CONTRACTOR'S** and **GOVERNMENT** evaluators.
- Readable copies of incident shift tickets from crews should be kept showing that the employee as a FFT2, FFT1 and/or ENGB. For incident assignments lasting longer than five (5) operational periods, only the first five day's and the last day's shift tickets need to be kept in the file.

Section 6 – Physical Work Capacity Fitness Test: This section contains specific documentation of all fitness tests taken and passed.

- All files must have a pack test roster or similar document that contains their name, signed by the test administrator, from the current year and any previous year pack tests they have taken and passed.
- The document must show the test's location, date taken, level of the test and the time it took the individual to complete the test.

Refer to the next two pages for copies of the Incident Assignment History Record and Employee Training and Qualification Summary Form.

[illegible]

\*Incident Kind – WF = Wildfire, RX = Prescribed Fire, AH = All Hazard

## INDIVIDUAL EMPLOYEE TRAINING VERIFICATION FORM

### Interagency Water Handling Agreement

<b>Employee Name:</b> Government Issued Photo Identification Verified ( e.g. Drivers License, Passport, etc.) _____ If CDL with Tank Endorsement Required verify; Y_____ N_____ Medical Certificate if Required, verify; Y_____ N_____ <b>PACK TEST Arduous or Light (circle as appropriate) Time</b> _____ <b>Date</b> _____	<b>Qualified ICS Position:</b>
<b>Contractor/Company:</b>	<b>Hiring Date:</b>

#### WILDLAND FIRE COURSES & POSITION TASK BOOKS COMPLETED

(Certification of Training Must Be In Employee's Training File)

ICS Position	Required Course/PTB	Month & Year Of Training Or PTB Completed	Instructor, Institution or PTB Certifier	Location &/or Phone # of Instructor, Institution or Certifier
Firefighter II	S-130			
	S-190			
	I-100			
	L-180 (1/06+)			
Firefighter I	S-131			
	S-133 (1/06+)			
	PTB			
ENGB	S-230			
	S-290			
	PTB			
<b>All Positions (Support Water Tender, FFT2, FFT1 &amp; ENGB)</b>	IS-700a			
<b>All Positions (Support Water Tender, FFT2, FFT1 &amp; ENGB) *Required Annually</b>	RT-130 Annual Fireline Safety Refresher			

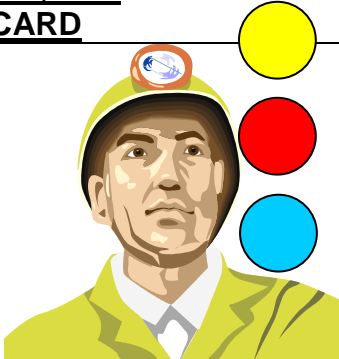
#### Wildland Fire Experience (List the Previous 5 Years Wildland Fire Experience)

YEAR	POSITION	INCIDENT NAME	LOCATION (City & Agency)	Fire Size (Acres)	Number of Days Worked
Signature of Contractor (or representative)		Contractor/Representative (Print Name)		Phone Number	Date of Submission

## Incident Identification/Qualification Card

### EXAMPLE INCIDENT IDENTIFICATION / QUALIFICATION CARD

This is the required minimum information. The sample card pictured below is an example only. Identification cards need not necessarily adhere to this format.

<b><u>JONES CONTRACTING, INC.</u></b> <b><u>IDENTIFICATION CARD</u></b>	
Name:	
Employee Number:	
(Pack Test level)	
Language Evaluation (SLE/SLS)	
<div>CRWB 10-07-02</div> <div>ENGB 06-10-03</div>	

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

<b>YELLOW</b>	For employees with LESS THAN ONE SEASON
<b>RED</b>	For employees with ONE SEASON OR MORE
<b>BLUE</b>	For SUPERVISORY employees (ENGB, FFT1, CRWB, STCR, STEN, ICT5)

### BACK OF CARD

<b>MOU Provider Name</b> <b>PO Box 1234 Anywhere, OR 97111 541-555-1234</b>		
<b>Additional Skills</b>		<b>Additional Positions</b>
Sawyer	05-12-96	<b>FFT1 08-20-00</b>
Certified Class B Faller	10-12-98	<b>FFT2 05-24-99</b>
Driver Training	05-03-00	
EMT/FIRST AID/CPR	06-10-07	
Owner Signature	Issue date	
Verification by (signature)	(date)	(Affiliation)
Verification by (signature)	(date)	(Affiliation)

## **EXHIBIT O – QUALIFICATIONS**

### **TRAINING AND QUALIFICATIONS REQUIREMENTS FOR NON-NWCG ENTITIES**

#### **NWCG Standard Wildland and Prescribed Fire Agreement Provisions**

The following are standard contract provisions pertaining to training and qualifications for wildland and prescribed fire contractors.

##### **Minimum Qualifications**

By signing this agreement or contract, the CONTRACTOR certifies that all employees hired by CONTRACTOR and employed in firefighting or prescribed fire operations meet the minimum qualification requirements pursuant to the following categories and defined by the Wildland Fire Qualification System Guide (PMS 310-1).

<http://www.nwcg.gov/pms/pubs/PMS310-1.pdf> Position qualification requirements are included in this section.

##### **Engine Crews**

Engine Crews must be supervised by and contain at least one Single Resource Engine Boss (ENGB). The remaining engine crew personnel must be minimally qualified as Firefighter (FFT2).

The GOVERNMENT reserves the right to reject any contractor or contractor's employee(s) that is not in full compliance with the qualification requirements for the position they occupy. Failure of any contractor or contractor's employee(s) to demonstrate an ability to perform tasks listed in the Position Task Book (PTB) or standard tasks of the position they occupy shall be cause for immediate release.

##### **Proof of Qualifications**

The CONTRACTOR will ensure that all employees possess a valid and current Wildland Fire Qualification System certification record. This certification card will identify the qualifications for the position the employee is occupying.

Information on the certification card shall include: name of the person typewritten or printed, list of position(s) the person is qualified for, the date they passed the work capacity fitness test if required for the position(s), and the date of the individual's annual refresher training.

The certification card must be signed by the Certifying Official (Contractor or MOU Training Provider), which validates the contractor or contractor's employee(s) qualifications. The CONTRACTOR must maintain all documentation (training certificates, performance evaluations, proof of work capacity testing, and completed position task books) that supports qualifications.

The GOVERNMENT is not responsible for certifying or maintaining qualification records for contractors or contractor's employee(s); however, it is the Government's responsibility to validate the training and qualification records of vendor personnel periodically. The certification card will be in the possession of each employee while assigned. The

CONTRACTOR or their representative must also have a copy of this certification while assigned.

## Training Requirements

- A. In addition to the training requirements defined by the 310-1, the CONTRACTOR shall ensure that all employees receive Annual Fireline Safety Refresher Training (RT-130). This training will include, at a minimum, “Standards for Survival,” and “Your Fire Shelter” (2001 Pamphlet and Video) and refresher courses.  
<http://www.nifc.gov/wfstar/index.htm>

CONTRACTOR will ensure that all training received by employees meets the course content and instructor standards listed in PMS 907 (Course Coordinator Guide) and PMS 901-1 (Field Managers’ Course Guide). Instructors used by Contractors for fire training must be recognized through a Geographic Area Coordinating Group Memorandum of Understanding or other formal agency agreement.

Contractor may use Government incidents, for which they are assigned, to qualify and certify employees for FFT1 and ENGB positions. Only one training position or evaluation assignment will be permitted per engine on each incident. The coach/evaluator must, as a minimum, be certified in the position(s) they are coaching or evaluating.

## Position Performance Assignments

### Position Task Books

The CONTRACTOR may allow employees to perform position performance assignments (task book assignments) in order to qualify for upper level positions, as long as the minimum engine crew position requirements are not compromised.

The Crew manifest shall clearly identify CONTRACTOR employees who are considered trainees while participating on an Incident.

Pursuant to PMS 310-1, the evaluator/coach of the trainee must be fully qualified in the position.

## Record Keeping

### A. Contractor Responsibilities:

The CONTRACTOR shall maintain a complete set of training and experience records for each employee. Training and experience records for employees separated from the company will be maintained for a minimum of three years from the date of separation. Training and experience records will, at a minimum, include course certificates required as a prerequisite for the position employee is occupying, task books for each employee, showing proof of final evaluation and certification by contractor or MOU Training Provider, Annual Fireline Safety Refresher Training (RT-130) documentation, and work capacity test records, and applicable performance evaluations

The CONTRACTOR will maintain employee training, performance evaluations and experience records, including records and certification cards for workers that are hired



subsequent to receiving a dispatch order, in such a manner that they can be easily obtained and available for inspection at any time during the Agreement period.

Upon written request from an employee or previous employee, within ten days the Contractor will make available copies of all documentation to the employee relative to the individual's training and experience.

#### B. Government Responsibilities

Contracting Officer may review the contractor's certification records for all employees prior to agreement award. The Contracting Officer may request employee training and experience records prior to award during spring inspections. The government reserves the right to review records and evaluate contractor employee's qualifications at any time during the agreement period.

Vendor Information

Company Name: Grayback Forestry, Inc.  
DUNS: 095013975  
Company Address:  
1150 Ort Lane  
Merlin, Oregon, 97532

Mailing Address:

P.O. Box 838  
Merlin, Oregon, 97532

Primary Contact:

Name: Michael Wheelock  
Email: thom@graybackforestry.com  
Daytime Phone: 5414760033  
Cell Phone: 5412182748  
Evening Phone: 5414760033  
Fax: 5414760162

Secondary Contact:

Name: Thom Oden  
Email: thom@graybackforestry.com  
Daytime Phone: 5414760033  
Cell Phone: null  
Evening Phone: 5414760033  
Fax: 5414760162

Discount Terms:

none

Small Business Status

Small Business: Y  
HUBZone: Y  
Service-Disabled Veteran-Owned Small Business: N  
8(a): N  
LSA Flag: Y

Supporting Documentation

Has Workers Compensation Insurance: Y  
Workers Comp. Insurance Expiration Date: 01/01/2011  
Has sufficient employees: N  
Is registered in CCR: Y  
Has completed ORCA: Y