

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

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

TITLE
Exhibit A – General Clauses to Emergency Equipment Rental Agreement Form OF-294
Exhibit B – Definitions & Abbreviations
Exhibit C – Payment Office Information
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Exhibit E - DOL Wage Determination
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Exhibit H – Inspection Forms
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2) Pre-Award Inspection Form (Cont) Station 1
3) Wildland Engine Pre-Award Inspection Form, Station 2 Complements List
4) Wildland Engine Pre-Award Inspection Form, Station 2 Specific Requirements
5) Wildland Engine Pre-Award Inspection Form, Station 3
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Exhibit I – Qualifications
1) Wildland Fire Personnel Qualification Requirements
2) Training & Qualifications Requirements for Non-NWCG Entities
Exhibit J – Safety Standards
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Exhibit L – Equipment Advantages
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## EXHIBIT A

### GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. 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. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. 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. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1.** Condition of Equipment - All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2.** The time under hire shall start at the time the equipment 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 Clause 7 of these General Clauses.

**CLAUSE 3.** Operating Supplies - As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4.** Repairs - Repairs to equipment 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 equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

**CLAUSE 5.** Timekeeping - Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

**CLAUSE 6.** Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 11*) (hourly or mileage) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

**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.

2. **Special Rates** (*column 12*) shall apply when specified.
3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
4. **Daily Rate** (*column 11*) - 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. Under the daily rate equipment may be staffed with or without operator.
  - (a) **Shift Basis (Portion of calendar day)**
    - 1) **Single Shift** - (SS) is staffed with one operator or one crew
    - 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
    - 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. **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 (1) actual

units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

**CLAUSE 7. Exceptions**

a. Daily Rate or Guarantee - No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment 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 equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, 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 equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

**CLAUSE 8.** When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9. Loss, Damage, or Destruction -**

(a) For equipment furnished under this EERA **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 EERA **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.

**CLAUSE 10.** Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11.** 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.

**CLAUSE 12.** Personal Protective Clothing and Equipment – The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.

2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;

3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

**CLAUSE 13.** COMMERCIAL MOTOR VEHICLES: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:

[www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

**CLAUSE 14.** 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.

**CLAUSE 15. CHANGES TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS**

Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16. 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 ½ inches in length or a multi purpose tools such as a leatherman.

**CLAUSE 17. WORK REST and LENGTH OF ASSIGNMENT:** The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov)

**CLAUSE 18. 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/)

**CLAUSE 19. Definitions** - The following definitions for Block 8 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

## **EXHIBIT B – 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:

AGENCY – See “Government”.

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

AGREEMENT – References the Emergency Equipment Rental Agreement

CAFS – Compressed Air Foam System. A generic term used to describe foam systems consisting of an air compressor (or air source), a water pump, and foam solution.

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

CCR – Contractor Central Registration

CE- Contractor Equipment

CJRL – Cotton Jacket Rubber Lined

CMVSA – Commercial Motor Vehicle Safety Alliance

CO – Contracting Officer

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.

CRNW – Contract Representative NorthWest: GOVERNMENT agent / employee responsible for assisting in the administration of the interagency crew, engine and tender agreements.

DEMOBILIZATION FOR CAUSE – Demobilization of a resource based on a human action (not performance or equipment non-compliance) including but not limited to zero tolerance, harassment, weapons violations, theft, fighting, hostile work environment, unsafe practices.

DESIGNATED DISPATCH POINT (DDP) – The designated location / city in the Schedule of Items which identifies the physical location of the equipment.

EaTIS – Equipment and Training Inventory System, the electronic system used by the Contractor for submitting quotations and providing equipment/personnel information; by the Government for documenting inspection and past performance information and for awarding the Emergency Equipment Rental Agreement.

ENGB – Single Resource Engine Boss

FS – Forest Service

FMCSA – Federal Motor Carrier Safety Administration

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 (US-FWS), Federal Emergency Management Agency (FEMA), Washington State Department of Natural Resources (WA DNR), Oregon Department of Forestry (ODF).

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.

NH - National Hose Thread

NOZZLE – The nozzle shall be a shutoff type. Shall have a capability of projecting a ¼ inch straight stream or its equivalent in water output and distance. It shall also have the capability of producing a spray pattern.

NPSH – National Pipe Standard Hose

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

ORDINARY WEAR AND TEAR – See General Clauses to Emergency Equipment Rental Agreement Form OF-294, Exhibit A

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 – (Definition in Interagency Incident Business Management Handbook)

- **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 Statusing System

SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS – 31361 TO 31363

TRUCKDRIVER, LIGHT TRUCK – Straight truck, under 1 ½ tons, usually 4 wheels

TRUCKDRIVER, MEDIUM TRUCK – Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels

TRUCKDRIVER, HEAVY TRUCK – Straight truck, over 4 tons, usually 10 wheels

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

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

UNDER HIRE – Refer to Clause 2 of General Clauses to Emergency Equipment Rental Agreement Form OF-294.

WALKING BEAM SUSPENSION – For a 3 axle water tender to receive points for suspension the following applies: Vehicles with a type of tandem suspension that has equalizing beams connecting the two axles, in a parallelogram design, which allows the wheels to "walk" independently over irregularities in the road surface. Examples of such suspensions are generally called walking beam suspension, produced by many manufacturers and do include air ride "walking" suspensions such as the Hendrickson AR2 and Primaax suspensions.

Two axle water tenders with a locking rear differential will also receive the points.

WORK/REST – Refer to Clause 17 of General Clauses to Emergency Equipment Rental Agreement Form OF-294

## **EXHIBIT C – 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 D - 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: Civil Rights Enforcement And Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

**EXHIBIT E – DOL WAGE DETERMINATION**

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
ADMINISTRATION  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS

WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

William W. Gross  
Director

Division of Wage  
Determinations

Wage Determination No: 1995-0221  
Revision No: 16  
Date of Revision: 05/23/2006

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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
(not set) - Emergency Medical Technician	
Alaska	13 .36
Midwestern Region	12 .13
Hawaii	11 .56
Northeast Region	13 .38
Western Region	13 .19

Southern Region	12 .31
(not set) - Environmental Protection Specialist	
Alaska	30 .84
Hawaii	28 .55
Northeast Region	31 .12
Western Region	27 .33
Midwestern Region	25 .95
Southern Region	26 .43
(not set) - Fire Safety Professional	
Alaska	30 .84
Midwestern Region	25 .95
Southern Region	26 .43
Hawaii	28 .53
Northeast Region	31 .12
Western Region	27 .33
05190 - Motor Vehicle Mechanic	
Alaska	23 .92
Southern Region	16 .51
Hawaii	15 .90
Northeast Region	17 .73
Western Region	19 .10
Midwestern Region	18 .89
05220 - Motor Vehicle Mechanic Helper	
Alaska	17 .31
Hawaii	12 .24
Northeast Region	13 .80
Western Region	12 .93
Midwestern Region	12 .25
Southern Region	10 .66
11300 - Refuse Collector	
Alaska	10 .42
Hawaii	9 .64
Western Region	8 .68
Midwestern Region	8 .92
Southern Region	6 .75
Northeast Region	10 .18
21071 - Forklift Operator	
Alaska	19 .87
Midwestern Region	14 .28
Southern Region	11 .80
Hawaii	15 .48
Northeast Region	13 .96
Western Region	15 .27
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	
Northeast Region	11 .17
Western Region	11 .49

Alaska	12 .84
Hawaii	10 .12
Southern Region	10 .86
Midwestern Region	11 .34
23160 - Electrician, Maintenance	
Alaska	28 .44
Midwestern Region	21 .35
Northeast Region	22 .89
Hawaii	24 .51
Southern Region	18 .25
Western Region	21 .79
23440 - Heavy Equipment Operator	
Alaska	23 .26
Midwestern Region	18 .89
Southern Region	16 .51
Hawaii	16 .55
Northeast Region	17 .73
Western Region	19 .10
23470 - Laborer	
Alaska	14 .12
Midwestern Region	11 .49
Southern Region	9 .34
Hawaii	13 .70
Northeast Region	11 .59
Western Region	10 .85
23530 - Machinery Maintenance Mechanic	
Midwestern Region	16 .37
Alaska	26 .54
Western Region	16 .23
Northeast Region	17 .12
Hawaii	26 .19
Southern Region	12 .96
23580 - Maintenance Trades Helper	
Alaska	19 .40
Midwestern Region	15 .41
Hawaii	14 .97
Western Region	13 .37
Southern Region	13 .03
Northeast Region	14 .39
27070 - Firefighter	
Alaska	10 .75
Northeast Region	7 .39
Hawaii	8 .76
Midwestern Region	6 .72
Southern Region	6 .78
Western Region	7 .39

31030 - Bus Driver	
Midwestern Region: 1 1/2 to 4 tons	16 .08
Midwestern Region: over 4 tons	16 .81
Midwestern Region: under 1 1/2 tons	12 .04
Southern Region: 1 1/2 to 4 tons	14 .70
Southern Region: over 4 tons	15 .23
Southern Region: under 1 1/2 tons	8 .18
Alaska	19 .52
Hawaii	12 .67
Northeast Region: 1 1/2 to 4 tons	16 .49
Northeast Region: over 4 tons	17 .21
Northeast Region: under 1 1/2 tons	12 .79
Western Region: 1 1/2 to 4 tons	15 .14
Western Region: over 4 tons	15 .57
Western Region: under 1 1/2 tons	9 .54
31361 - Truckdriver, Light Truck	
Alaska	18 .27
Midwestern Region	12 .04
Southern Region	8 .18
Hawaii	9 .99
Northeast Region	12 .79
Western Region	9 .54
31362 - Truckdriver, Medium Truck	
Alaska	19 .81
Midwestern Region	16 .08
Southern Region	14 .64
Hawaii	12 .66
Northeast Region	16 .49
Western Region	15 .14
31363 - Truckdriver, Heavy Truck	
Alaska	20 .91
Northeast Region	17 .21
Southern Region	15 .23
Hawaii	13 .82
Western Region	16 .14
Midwestern Region	16 .81
31364 - Truckdriver, Tractor-Trailer	
Midwestern Region	20 .00
Southern Region	16 .01
Northeast Region	17 .33
Western Region	16 .48
Alaska	22 .02
Hawaii	14 .06

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such

unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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

### Emergency Medical Technician

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

### Environmental Protection Specialist

(Occupation Description Not Available)

### Fire Safety Professional

(Occupation Description Not Available)

## EXHIBIT F – CREW PERFORMANCE RATING

<b>CREW PERFORMANCE RATING</b>		Instructions: This rating is to be used only for determining an individual's fire fighting qualifications. All blocks must be completed. Crew will be rated by the immediate supervisor, not crew representative. If deficiencies are indicated for items 9 and 10, explain in item 11.				
1. Crew Name and Number		2. Fire Name and Number		3. Crew Boss ( <i>name</i> )		
4. Crew Home Unit and Address			5. Location of Fire ( <i>complete address</i> )			
6. Crew Representative		7. Dates on Fire		8. Number of Shifts Worked		
<b>9. Crew Evaluation</b>					11. Areas Needing Improvement  Excellent:                      Receives a numerical rating of 8 to 10 Satisfactory:                  Receives a numerical rating of 5 to 7 Needs To Improve              Receives a numerical rating of 1 to 4 Deficient                              Receives a numerical rating of 0	
Rating Factors		Excellent	Satisfactory	Deficient		Needs To Improve
Physical Condition						
Hot Line Construction						
Mop-Up						
Off Line Conduct						
Use of Safe Practices						
Crew Organization and Equipment						
Other (specify)						
<b>10. Supervisory Performances</b>						
Crew Boss						
Squad Bosses						
Crew Representative						
12. Names of Outstanding Workers ( <i>comment</i> )				13. Names of Individuals Needing Improvement ( <i>indicate area(s)</i> )		
14. Remarks						
15. Crew Boss ( <i>signature</i> ) This rating has been discussed with me.					16. Date	
17. Rated By ( <i>signature</i> )		18. Home Unit ( <i>address</i> )		19. Position of Fire	20. Date	

## Numerical Rating Crosswalk

When the supervisor completes the ICS-224 Form they are instructed to put an “X” in Blocks #9 and #10 reflecting their rating. We are replacing the “X” with a number ranging from 0-10. The supervisor continues to document narrative comment(s) in blocks #11-#14 as appropriate.

### **General Rating Schematic:**

Excellent:	Receives a numerical rating of 8 to 10
Satisfactory:	Receives a numerical rating of 5 to 7
Needs To Improve	Receives a numerical rating of 1 to 4
Deficient	Receives a numerical rating of 0

Use the following crosswalk to help determine the appropriate numerical rating:

### **Rating Factors**

#### **Physical Condition** – (Physical abilities, Timeliness and Motivation)

8-10 – Excellent: Easy to identify outstanding examples of the resource always being motivated, ready to work, capable of performing all assignments, anticipating the next work assignment and being physically fit. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

#### **Hot Line Construction** - (Responsiveness, Dependability, Knowledge and Needs Limited Direction)

8-10 – Excellent: Easy to identify examples of always being knowledgeable, dependable, needing limited direction and responsive for hot line assignments and tasks. They are recognized as being professional and very capable. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

#### **Mop-Up** (Responsiveness, Dependability, Knowledge and Needs Limited Direction)

8-10 – Excellent: Easy to identify examples of always being knowledgeable, dependable, needing limited direction and responsive for mop-up assignments and tasks. They are recognized as being professional and very capable. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

#### **Off Line Conduct** (Professionalism, Control of Personnel, Mutual Respect and Integrity)

8-10 – Excellent: Easy to identify examples of complete control of personnel who are demonstrating professionalism, mutual respect and maintaining integrity. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

**Use of Safe Practices** (Safety Performance, Motivation, Fit for Duty and Consideration of Personnel Welfare)

8-10 – Excellent: Easy to identify examples of a positive safety attitude, obtains excellent performance, crew is always fit for duty and consideration for personnel welfare is exemplary. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

**Crew Organization and Equipment** (Span of Control, Communication, Personal Protective Equipment and Supplies)

8-10 – Excellent: Easy to identify examples of a well organized team that has excellent communications, quality personal protective equipment and supplies.

One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

**Other (Specify)** No Additional Direction

**Crew Boss** (Leadership, Duty, Professionalism and Cohesiveness)

8-10 – Excellent: Easy to identify examples of an excellent supervisor, who demonstrates a commitment to the professionalism of the fire service and the importance of duty. One would like for this resource to be available for all incidents.

5-7 – Satisfactory: Meets the terms and conditions of the contract.

1-4 – Needs to Improve: The supervisor notices more than one deficiency in the performance of the resource. They are able to document their concerns in Block #11. One would like for this resource to make the appropriate improvements before they are assigned another incident.

0 – A deficiency is identified and should be noted in Block #11.

**Squad Boss** – No Additional Direction

**Crew Representative** – No Additional Direction

EXHIBIT G  
 COMPRESSED AIR FOAM SYSTEM (CAFS)  
*Normally used for Structural or Helibase Protection*

If a Resource Order is placed for and the engine is equipped with Compressed Air Foam System (CAFS), add the following amounts to the EERA Rate Guide.

Cubic Feet/Minute (CFM)	CAFS Allowance With Pump and Roll <b>HOURLY RATE</b>
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 86+ CFM 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.

**EXHIBIT H - FORMS AND EXAMPLES**

**PRE-AWARD INSPECTION FORM**

<b>STATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>√ PASS</b>				
<b>√ FAIL</b>				

**COMPANY NAME:** \_\_\_\_\_ **EQUIPMENT**  
**NO.:** \_\_\_\_\_

**DATE** \_\_\_\_\_  
—

CHECK THE APPROPRIATE EQUIPMENT - PRE-AWARD INSPECTION:

\_\_\_ ENGINE \_\_\_ WATER TENDER

EQUIPMENT MEETS ALL REQUIREMENTS FOR AWARD CONSIDERATION: YES \_\_\_ NO \_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSPECTOR (Print  
Name): \_\_\_\_\_ DATE \_\_\_\_\_

INSPECTOR'S  
SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

INSPECTOR'S PHONE  
NUMBER: \_\_\_\_\_

GOVERNMENT  
REPRESENTATIVE: \_\_\_\_\_ DATE \_\_\_\_\_

INSPECTION LOCATION: \_\_\_\_\_



AGENCY: \_\_\_\_\_

CONTRACTOR AND INSPECTOR SHOULD RETAIN COPY OF THIS INSPECTION  
FORM

INSPECTOR WILL SUBMIT ORIGINAL OF THIS INSPECTION FORM TO:  
USDA FOREST SERVICE

**PRE-AWARD INSPECTION FORM (CONT)**

**STATION 1**

INSPECTOR: \_\_\_\_\_ ASSISTANT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACTOR MAIN CONTACT PHONE NUMBER : (\_\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE : \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**ENGINE TYPE : 4 5 6 WATER TENDER: 2 3**

VIN NUMBER \_\_\_\_\_ LICENSE NO \_\_\_\_\_

YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ ALL WHEEL DRIVE \_\_\_\_\_

MILEAGE -ODOMETER READING IN MILES, NOT KILOMETERS: \_\_\_\_\_ (IF APPLICABLE)

HOUR METER READING: \_\_\_\_\_ (IF APPLICABLE)

TYPE OF PUMP:\* PTO \_\_\_\_\_ AUX \_\_\_\_\_ SERIAL NO \_\_\_\_\_

MAKE\* \_\_\_\_\_ MODEL\* \_\_\_\_\_ TESTED CAPACITY (GPM) \_\_\_\_\_

\*IF UNABLE TO DETERMINE MAKE AND MODEL INSERT UNK.

TANK SIZE: \_\_\_\_\_ GALLONS

WATER TENDER ONLY:

SPRAY BARS: GRAVITY \_\_\_\_\_ PTO \_\_\_\_\_

FRONT \_\_\_\_\_ REAR \_\_\_\_\_ BOTH \_\_\_\_\_ SIDE \_\_\_\_\_

SUSPENSION: AIR BAG \_\_\_\_\_ WALKING BEAM OR SINGLE AXLE \_\_\_\_\_

ALL WHEEL DRIVE: YES \_\_\_\_\_ NO \_\_\_\_\_

VEHICLE MEETS CURRENT LICENSING REQUIREMENTS: YES \_\_\_\_\_ NO \_\_\_\_\_ USDOT NO. \_\_\_\_\_

## WILDLAND ENGINE PRE-AWARD INSPECTION FORM

### STATION 2

INSPECTOR \_\_\_\_\_ ASSISTANT \_\_\_\_\_

**ACCESSORIES: (IF PUMP POWERED BY AUXILIARY ENGINE)**

	YES	NO
WRENCH (adjustable) 10"		
WRENCH (spark plug) (Unless adjustable wrench is suitable for use on spark plugs)		
1 PLIERS (slip joint) 6"		
2 QUARTS CRANKCASE OIL (If Engine requires Crankcase Oil)		
1 SCREWDRIVER (standard blade) 4"		
1 SCREWDRIVER (Phillips) 4"		
1 STARTER ROPES ( IF APPLICABLE)		
1 GREASE GUN WITH GREASE		
SPARK PLUGS (sufficient number to replace all plugs in auxiliary pump)		
<b>MINIMUM ENGINE INVENTORY</b>		
2 NOZZLES: COMBINATION FOG/STRAIGHT STREAM 1 1/2" NH FEMALE		
2 NOZZLES: COMBINATION FOG/STRAIGHT STREAM 1" NPSH FEMALE		
2 NOZZLES: ADJUSTABLE 3/4" GARDEN HOSE		
20' SUCTION HOSE WITH STRAINER OR SCREENED FOOT VALVE		
3 SHOVELS, SIZE 0 or 1		
3 PULASKIS		
1 FORESTRY, FIRE HOSE CLAMP		
2 SPANNER WRENCHES – Combination, 2 each 1"-1 1/2"		
1 LIVE REEL/100' NON-COLLAPSABLE (BOOSTER) HOSE (MINIMUM 3/4" Inside Diameter)		
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" NH		
1 GATED WYE, 3/4"		
4 REDUCERS, 1 1/2" NH FEMALE TO 1" NPSH MALE		
1 REDUCER 1" NPSH TO 3/4" GARDEN HOSE		
2 ADAPTERS 1/4 TURN TO 1 1/2" NH (1 FEMALE and 1 MALE)		
2 ADAPTERS 1/4 TURN TO 1" NH (1 FEMALE and 1 MALE)		
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 FOR HOSE AND 3/4" NOZZLE TIP		
5 INLINE BALL VALVES - 3/4 INCH		
2 BACKPACK PUMPS		
1 GALLON CONTAINER FOR DRINKING WATER		
1 FIRST AID KIT (5-person)		
3 HEADLAMPS WITH BATTERIES and HARDHAT ATTACHMENT (1 PER PERSON)		
REFLECTIVE TRIANGLES, BI-DIRECTIONAL (1 SET OF 3)		
1 EACH FIRE EXTINGUISHER (10BC or better)		
2 WHEEL CHOCKS (NFPA 1906, CURRENT STANDARDS)		

2 PROGRAMMABLE RADIOS WITH BATTERIES/PROGRAMMING CABLES and SOFTWARE (if required)		
FUEL TO OPERATE PUMP AND ENGINE FOR 12 HOURS (minimum 5 gallons)		
1 CHAIN SAW (3.0 cubic In. min.) W/18" GUIDE BAR, chaps, hearing protection, gas/oil AND ACCESSORIES		
<b>PERSONAL PROTECTIVE EQUIPMENT</b>		
FIRE SHELTERS (1 per person) NFPA APPROVED*		
2 CANTEEN-1QT. MINIMUM PER PERSON		
BOOTS, LEATHER LACE UP WITH LUG SOLE, 8" TOPS		
HARDHAT (w/chin strap), PLASTIC 1 PER PERSON OSHA APPROVED		
GLOVES, LEATHER, 1 PAIR PER PERSON		
EYE PROTECTION: One Pair per person (Meets Standards ANSI Z87 Latest Edition)		
FLAME RESISTANT CLOTHING (shirt & trousers, 2 sets for each person)		

\*DESIGNATES PPE THAT WILL BE INSPECTED AT PRE-AWARD INSPECTION

**WILDLAND ENGINE PRE-AWARD INSPECTION FORM**

**STATION 2**

**SPECIFIC REQUIREMENTS**

**HOSE:**

HOSE, 1½" I.D. AS REQUIRED IN TABLE H.1 \_\_\_\_\_ FEET

HOSE, 1" I.D. AS REQUIRED IN TABLE H.1 \_\_\_\_\_ FEET

HOSE, ¾" I.D. AS REQUIRED IN TABLE H.1 \_\_\_\_\_ FEET

**FOAM APPLICATION SYSTEM**

MANUALLY ADJUSTABLE FOAM SYSTEM            YES \_\_\_\_\_ NO \_\_\_\_\_  
AUTOMATICALLY ADJUSTABLE FOAM SYSTEM    YES \_\_\_\_\_ NO \_\_\_\_\_  
SIPHON FOAM SYSTEM                                YES \_\_\_\_\_ NO \_\_\_\_\_

FOAM (MINIMUM 5 GALLONS)    YES \_\_\_\_\_ NO \_\_\_\_\_

**CAFS SYTEM**

COMPRESSED AIR FOAM SYSTEM OPERATIONAL YES \_\_\_\_\_ NO \_\_\_\_\_

COMPRESSOR RATING \_\_\_\_\_ CUBIC FEET PER MINUTE

**WATER TANK**

TANK CAPACITY \_\_\_\_\_ GALLONS

TANK CAPACITY DOES NOT EXCEED MAXIMUM GALLONS  
TYPE 3-4 (1500 GALLONS) TYPE 5 (750 GALLONS) TYPE 6 (400 GALLONS)

**PUMP**

PUMP SHALL MEET MINIMUM PUMPING CAPABILITIES FOR ENGINE SIZE AS DESIGNATED IN  
TABLE F.1: YES \_\_\_\_\_ NO \_\_\_\_\_ GPM AT RATED PRESSURE \_\_\_\_\_

**PUMP AND ROLL CAPABILITIES AT PRESSURE REQUIREMENTS FOR TYPE OF EQUIPMENT:**  
YES \_\_\_\_\_ NO \_\_\_\_\_

**DRAFTING**

DRAFT WATER THROUGH AN OVERBOARD SUCTION CONNECTION FROM WATER  
SOURCE 10' VERTICAL DISTANCE BELOW THE PUMP HEAD THROUGH THE REQUIRED 20  
FOOT SUCTION HOSE: YES \_\_\_\_\_ NO \_\_\_\_\_

(OR) PORTABLE PUMP CAPABLE OF FILLING ENGINE AT A RATE OF NOT LESS THAN 100  
GPM: YES \_\_\_\_\_ NO \_\_\_\_\_

**WILDLAND ENGINE  
PRE-AWARD INSPECTION FORM (CONT)**

**STATION 3**

**ENGINE WEIGHT**

INSPECTOR: \_\_\_\_\_ ASSISTANT INSPECTOR: \_\_\_\_\_

1. MANUFACTURES GROSS VEHICLE WEIGHT RATING  
(GVWR) \_\_\_\_\_

2. FRONT AXLE RATING (GAWR) \_\_\_\_\_ ACTUAL FULLY LOADED WEIGHT \_\_\_\_\_  
\_\_\_\_\_

3. REAR AXLE RATING (GAWR) \_\_\_\_\_ ACTUAL FULLY LOADED WEIGHT \_\_\_\_\_

\* REAR AXLE RATING (GAWR) \_\_\_\_\_ ACTUAL FULLY LOADED WEIGHT \_\_\_\_\_

\* REAR AXLE RATING (GAWR) \_\_\_\_\_ ACTUAL FULLY LOADED WEIGHT \_\_\_\_\_

**\* FOR TANDEM AXLE or TAG AXLE TRUCKS**

4. EMPTY WEIGHT (NO WATER): \_\_\_\_\_  
ACTUAL FULLY LOADED TOTAL: \_\_\_\_\_

5. AFTERMARKET EQUIPMENT CERTIFICATION REQUIRED: \_\_\_ YES \_\_\_ NO  
(If yes, needs to be attached to the pre-award inspection form)

At the time of inspection it is the Contracting Officer's option to have the vehicle weighed empty, fully loaded, or both.

**(NOTE: 250 POUNDS OF WEIGHT PER CREW MEMBER WILL BE ADDED TO VEHICLE FOR ADJUSTMENT OF REQUIRED PERSONNEL; THIS INCLUDES LINE GEAR)**

(FILLERS OR SPACERS IN TANKS ARE NOT PERMITTED)

**WILDLAND ENGINE  
PRE-AWARD INSPECTION FORM (CONT)**

**STATION 4**

INSPECTOR \_\_\_\_\_ ASSISTANT \_\_\_\_\_

**ENGINE INSPECTION CHECKLIST**

	Pass	Fail
COMPLETION OF ANNUAL VEHICLE INSPECTION REPORT (DOT OR CVSA) (49 CFR 396.17-23) *		
TIRE LOAD RATING IN ACCORDANCE WITH VEHICLE GVWR <b>(49 CFR PART 393.75)</b>		
ALL SEASON OR M&S TREAD WITH MINIMUM 2/32" TREAD ON THE DRIVE TIRES AND 4/32" ON THE STEERING AXLE *		
CHECK FOR NO MISSING LUG NUTS OR STUD BOLTS; TIRE RIMS NOT CRACKED <b>(49 CFR 393.205)</b>		
ENGINE WITH ALL WHEEL DRIVE –OPERATIONAL		
FULL SIZE SPARE TIRE AND WHEEL WITH MINIMUM 4/32 TIRE TREAD DEPTH – TIRE IS PROPERLY SECURED AND ACCESSABLE		
ENSURE ALL LIGHTS AND TURNING SIGNALS WORKING ON VEHICLE, HEADLIGHTS, MARKER AND CLEARANCE LIGHTS, LICENSE PLATE LIGHT, BRAKE LIGHTS, TURN SIGNALS –EXTRA FUSES IN VEHICLE <b>(49 CFR PART 393.9 &amp; 393.95) *</b>		
BUMPER/REAR END PROTECTION AS REQUIRED – BUMPER SECURED – MUD FLAPS ATTACHED <b>(49 CFR 393.86)</b>		
COOLING SYSTEM CHECKED: RADIATOR HOSES AND COOLING RESERVE SYSTEM – NO LEAKS OR LOOSE FITTINGS <b>(49 CFR 392.2)</b>		
ENGINE CHECKED FOR KNOCKS AND LEAKS		
CHECK AIR FILTERS - CLEAN FOR SERVICE		
CHECK BATTERY FOR CORROSION, LOOSE TERMINALS, AND HOLD DOWNS <b>(49 CFR 393.30)</b>		
FUNCTIONAL SEAT BELTS FOR ALL OCCUPANTS <b>(49 CFR 393.43) *</b>		
BACK UP ALARM AND BACK UP LIGHTS WORKING WHEN VEHICLE PLACED IN REVERSE – NO MANUAL SWITCHES ALLOWED: 89 DECIBELS OR HIGHER – <b>(49 CFR 393.14) *</b>		
STEERING OVER 3" PLAY – CHECK TIE ROD ENDS AND LINKAGE <b>(49 CFR 393.209) *</b>		
BRAKES – FOOT AND HAND MUST HOLD FIRM AND WORK ON RELEASE. ALL BRAKE LINES ARE CHECKED FOR DAMAGE AND LEAKS <b>(49 CFR 393.60 – 393.55) *</b>		
ALL GAUGES MUST BE IN WORKING ORDER *		
MIRRORS MUST BE IN WORKING ORDER – WINDSHIELD AND DOOR GLASS NOT BROKEN OR SEVERE CRACKS <b>(49 CFR 393.60) *</b>		

WINDSHIELD WASHER AND WIPERS WORKING. WASHER FULL RESERVOIR FULL AND OPERATIONAL HORN OPERATIONAL * <b>(49 CFR 393.78) *</b>		
TRANSMISSION IS CHECKED FOR EXCESSIVE LEAKS <b>(49 CFR 396.5)</b>		
EXHAUST SYSTEM-IN COMPLIANCE WITH <b>49 CFR 393.83</b> . CHECK FOR LOOSE FITTINGS AND NO GLASS PACKS *		
TOOL BOXES AND OTHER ATTACHMENTS ARE PROPERLY SECURED <b>(49 CFR 393.100 – 393.136)</b>		
DRIVE LINE/DIFFERENTIAL AND TRANSFER CASE ARE CHECKED FOR EXCESSIVE LEAKS, MOUNTED SECURELY <b>(49 CFR 396.5)</b>		
SPRINGS AND SHOCKS ARE CHECKED FOR SECURED HANGERS, FRAME FOR ANY CRACKS OR TWISTS, CHECK OVERLOADS <b>(49 CFR 393.201-393.203) *</b>		
LUBRICATION ON FITTINGS – NO INDICATION OF DRYNESS OR LACK OF MAINTENANCE <b>(49 CFR 396.3)</b>		
FUEL SYSTEM IS CHECKED FOR LEAKS, FULL TANK OF FUEL IN VEHICLE AND AUXILIARY PUMP, NO RED DYE IN FUEL <b>(49 CFR 393.65 AND 366.3) *</b>		
BAFFLED WATER TANK SECURELY ATTACHED TO FRAME OR BED OF THE VEHICLE <b>(49 CFR 393.100)</b>		
REFLECTIVE TRIANGLES, BI-DIRECTIONAL (1 SET OF 3) <b>(49 CFR 393.95) *</b>		
FIRE EXTINGUISHER SECURED AND MOUNTED 10BC OR BETTER <b>(49 CFR 393.95) *</b>		
ONE SET (2 EACH) WHEEL CHOCKS <b>(NFPA 1906 STANDARD)</b>		
ENGINE BELTS PROPERLY ADJUSTED - NOT LOOSE AND WORN <b>(49 CFR 396.6)</b>		
ALL WIRING HARNESS AND HOSES ARE ADEQUATELY SECURED – AND NOT HANGING DOWN OR LOOSE		
FOAM SYSTEM OPERATIONAL NO LEAKS OR PROBLEMS WITH PLUMBING FOAM CONTAINER SECURED		
EQUIPMENT WASHED		

\* SAFETY ITEM – Must be in safe and proper operating condition.



### Mechanical Condition Rating for Engines

Rating	Rating Criteria	Yes	No
<b>Excellent</b>	No visual leaks from main seals (Front and Rear).		
	Transmission/ transfer case (External housing is oil free).		
	Front and rear differentials are oil free.		
	All tires have 11/32" or greater tire tread depth.		
	Storage boxes are tightly secured. Equipment complement is readily accessible in compartments and/or tool boxes.		
	* 0 Safety Item deficiencies are noted on the <b><i>initial inspection</i></b> (See pre-award inspection form and notice below).		
<b>Good</b>	Seep may occur from a maximum of two main seals.		
	Transmission/Transfer case (external housing is not oil free, but cause no pooling of fluids).		
	Differentials are not oil free, but cause no pooling of fluids.		
	All tires have between 6/32" to 10/32" tire tread depth.		
	Storage boxes are tightly secured. Equipment complement is accessible in compartments and/or tool boxes. Organization of complement is minimal.		
	* 1-2 Safety Item deficiencies may be noted on the <b><i>initial inspection</i></b> (See pre-award inspection form and notice below)		
<b>Acceptable</b>	Main seals, transmission or differentials have drips with accumulation of dirt and pooling on the ground while vehicle is parked or running		
	Fire Apparatus meets minimum standards. Storage compartments are not sufficiently sized to hold all equipment or the bottom of any compartment is lower than the bottom of the rear differential. Complement and equipment is not readily found or retrieved due to poor organization.		
	All tires have the between the minimum specified depth and 6/32" depth.		
	* 3+ Safety Item deficiencies may be noted on the <b><i>initial inspection</i></b> (See pre-award inspection form and notice below)		

- A seep is a wet area on any seal, and has light dust collected on the fluid.
- A leak is a wet area with fluid that is running down the housing but not pooling under vehicle.

- Pooling is a leak that is dripping more than a few drops of fluid during the inspection period. A pool larger than 2” diameter is not acceptable. OR More than 10 drops in a minute is not acceptable and must be repaired prior to award.
- Tire tread requirements apply to the spare tire(s) as well as mounted tires.

**NOTICE TO EQUIPMENT INSPECTORS AND VENDORS:**

Any and all safety item deficiencies MUST be corrected prior to award.

**Determination of Equipment Mechanical Condition**

The following table shows how the pre-award inspection marks determine the mechanical condition (Excellent, Good, or Acceptable), which is the attribute rated in the evaluation table.

Minimum Number of Positive Marks Required to Obtain Stated Overall Ratings			Maximum Safety Item Deficiencies to Obtain Stated Overall Ratings**		Maximum Number of Marks in Below Category to Reduce Overall Rating at Left One Level
Overall Rating	Positive (Yes) Marks		Engines	Water Tenders	
	Engines	Water Tenders			
Excellent	4	4	0	0	1 Acceptable
Good	4	4	2	2	2 Acceptable
Acceptable	3	3	3	3	

**\*\* NOTICE TO EQUIPMENT INSPECTORS AND VENDORS:**

Maximum Safety Item Deficiencies to Obtain Stated Overall Ratings refers to deficiencies found during the initial inspection. Any and all safety item deficiencies MUST be corrected prior to award.

COMPONENTS	WILDLAND ENGINES – TABLE H.1			
	3	4	5	6
PUMP RATING				
Minimum flow (GPM)	150	50	50	50
At Rated pressure (PSI)	250	100	100	100
Tank Capacity (GAL)				
MIN	500	750	400	150
MAX	1500	1500	750	400
Hose (feet)				
-	-	-	-	-
1 1/2 inch	500	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
Personnel Required	3	3	3	2

**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>
No Visible parts broken		
All visible nuts and bolts tight		
Oil in chain oil reservoir		
Proper Exhaust system and spark arrester		
Started and checked the engine, idles evenly, runs smoothly, satisfactory power; on/off kill switch works		
Guide Bar is at the minimum of 18 inches and not bent or damaged		
Pull rope functions properly		
Chain brake works properly		
<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 pre-award inspection.

**WILDLAND WATER TENDER  
PRE-AWARD INSPECTION FORM**

**WATER TENDER WEIGHT**

INSPECTOR: \_\_\_\_\_ ASSISTANT INSPECTOR: \_\_\_\_\_

1. MANUFACTURES GROSS VEHICLE WEIGHT RATING  
(GVWR) \_\_\_\_\_

2. FRONT AXLE RATING (GAWR) \_\_\_\_\_ ACTUAL FULLY LOADED WEIGHT \_\_\_\_\_

3. REAR AXLE RATING (GAWR) \_\_\_\_\_ ACTUAL FULLY LOADED WEIGHT \_\_\_\_\_

\* REAR AXLE RATING (GAWR) \_\_\_\_\_ ACTUAL FULLY LOADED WEIGHT \_\_\_\_\_

\* REAR AXLE RATING (GAWR) \_\_\_\_\_ ACTUAL FULLY LOADED  
WEIGHT \_\_\_\_\_

**\* FOR TANDEM AXLE or TAG AXLE TRUCKS**

4. EMPTY WEIGHT (NO WATER): \_\_\_\_\_  
ACTUAL FULLY LOADED TOTAL: \_\_\_\_\_

5. AFTERMARKET EQUIPMENT CERTIFICATION REQUIRED: \_\_\_\_ YES \_\_\_\_ NO  
(If yes, needs to be attached to the pre-award inspection form)

At the time of inspection it is the Contracting Officer's option to have the vehicle weighed empty, fully loaded, or both.

**(NOTE: 250 POUNDS OF WEIGHT PER CREW MEMBER WILL BE ADDED TO VEHICLE FOR ADJUSTMENT OF REQUIRED PERSONNEL; THIS INCLUDES LINE GEAR)**

(FILLERS OR SPACERS IN TANKS ARE NOT PERMITTED)

**WILDLAND WATER TENDER PRE-AWARD INSPECTION FORM**

**STATION 2:**

<b>Complement Requirements</b>	<b>Yes</b>	<b>No</b>
<b>1 – Handheld Programmable radio</b>		
<b>Spray Bar or equivalent – Pump or PTO and/or Gravity on Front and/or Rear</b>		
1 each 1½ inch nozzle NH – combination; fog/straight stream (plastic or metal)		
1 each 1½ inch NH female to 1 inch NPSH male reducer		
20 feet suction hose (minimum) with strainer or screened foot valve		
1 each Shovel, size 0 or 1		
1 each Pulaski		
1 each Spanner wrench, combination 1½ to 2½		
1 each Adjustable hydrant wrench		
2 adapters, 1½ inches NPSH female to 1½ inches NH male		
2 adapters, ¼ turn to 1½ inches NH (1 female and 1 male ea.)		
2 adapters, 1½ inches NH female to 1½ inches NPSH male		
2 reducers, 2½ inches NH female to 1½ inches NH male		
1 double male, 1½ inches NH		
1 double female, 1½ inches NH		
1 gated wye, 1½ inches NH		
1 Fire Hose Clamp -2 1/2 inches		
1 first aid kit (5 person)		
Reflectors (1 set of 3)		
1 EACH FIRE EXTINGUISHER (10BC or better)		
2 each Wheel chocks (NFPA 1906 standards)		
Fuel to operate pump and engine for 12 hours (minimum 5 gallons)		
2 each, portable hand lights		
100 feet of 1½ inches cotton/synthetic hose, NH thread		
50 feet of 2½ inches cotton/synthetic hose, NH thread		
Discharge outlets: 2 each 1½ inches NH thread		
Discharge outlet, 1 each 2½ NH thread		

	<b>MINIMUM STANDARDS TYPE TENDERS</b>			<b>PRE-AWARD INSPECTOR VERIFICATION RECORDED</b>
	1	2	3	
<b>COMPONENTS</b>				
PUMP CAPACITY (GPM)	300	200	200	
TANK CAPACITY (Gallons)				
MINIMUM	5000	2500	1000	
MAXIMUM – CANNOT EXCEED GVWR	NONE	4999	2499	
OFF LOAD CAPACITY (GPM)	300	200	200	
SPRAY BAR OR EQUIVALENT	YES	YES	YES	
MAXIMUM REFILL TIME (MINUTES)	30	20	15	
PERSONNEL (MINIMUM NUMBER)	1	1	1	
DRAFTING CAPABILITIES - MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	YES	YES	YES	

Spray bar or equivalent that operates with a pump, PTO or gravity fed on front and/or rear of water tender

**WILDLAND WATER TENDER  
PRE-AWARD INSPECTION FORM**

**STATION 3**

INSPECTOR \_\_\_\_\_ ASSISTANT \_\_\_\_\_

**TENDER INSPECTION CHECKLIST**

	Pass	Fail
COMPLETION OF ANNUAL VEHICLE INSPECTION REPORT (DOT OR CVSA) (49 CFR 396.17-23) *		
TIRE LOAD RATING IN ACCORDANCE WITH VEHICLE GVWR <b>(49 CFR PART 393.75)</b>		
ALL SEASON OR M&S TREAD WITH MINIMUM 2/32" TREAD ON THE DRIVE WHEELS AND 4/32" ON THE STEERING WHEELS *		
CHECK FOR NO MISSING LUG NUTS OR STUD BOLTS; TIRE RIMS NOT CRACKED <b>(49 CFR 393.205)</b>		
ALL WHEEL DRIVE –OPERATIONAL		
ENSURE ALL LIGHTS AND TURNING SIGNALS WORKING ON VEHICLE, HEADLIGHTS, MARKER AND CLEARANCE LIGHTS, LICENSE PLATE LIGHT, BRAKE LIGHTS, TURN SIGNALS –EXTRA FUSES IN VEHICLE <b>(49 CFR PART 393.9 &amp; 393.95) *</b>		
BUMPER/REAR END PROTECTION AS REQUIRED – BUMPER SECURED – MUD FLAPS ATTACHED <b>(49 CFR 393.86)</b>		
COOLING SYSTEM CHECKED: RADIATOR HOSES AND COOLING RESERVE SYSTEM – NO LEAKS OR LOOSE FITTINGS <b>(49 CFR 392.2)</b>		
ENGINE CHECKED FOR KNOCKS AND LEAKS		
CHECK AIR FILTERS – CLEAN FOR SERVICE		
CHECK BATTERY FOR CORROSION, LOOSE TERMINALS, AND HOLD DOWNS <b>(49 CFR 393.30)</b>		
FUNCTIONAL SEAT BELTS FOR ALL OCCUPANTS <b>(49 CFR 393.43) *</b>		
BACK UP ALARM AND BACK UP LIGHTS WORKING WHEN VEHICLE PLACED IN REVERSE – NO MANUAL SWITCHES ALLOWED: 89 DECIBELS OR HIGHER – <b>(49 CFR 393.14)</b>		
STEERING OVER 3" PLAY – CHECK TIE ROD ENDS AND LINKAGE <b>(49 CFR 393.209) *</b>		
BRAKES – FOOT AND HAND MUST HOLD FIRM AND WORK ON RELEASE. ALL BRAKE LINES ARE CHECKED FOR DAMAGE AND LEAKS <b>(49 CFR 393.60 – 393.55) *</b>		
ALL GAUGES MUST BE IN WORKING ORDER *		
MIRRORS MUST BE IN WORKING ORDER – WINDSHIELD AND DOOR GLASS NOT BROKEN OR SEVERE CRACKS <b>(49 CFR 393.60) *</b>		
WINDSHIELD WIPERS OPERATIONAL. WASHER FLUID RESERVOIR FULL AND OPERATIONAL IF EQUIPPED HORN OPERATIONAL * <b>(49 CFR 393.78)</b>		
TRANSMISSION CHECK FOR LEAKS <b>(49 CFR 396.5)</b>		

EXHAUST SYSTEM-IN COMPLIANCE WITH <b>49 CFR 393.83</b> *		
TOOL BOXES AND OTHER ATTACHMENTS ARE PROPERLY SECURED <b>(49 CFR 393.100 – 393.136)</b>		
DRIVE LINE/DIFFERENTIAL AND TRANSFER CASE ARE CHECKED FOR EXCESSIVE LEAKS, MOUNTED SECURELY <b>(49 CFR 396.5)</b>		
SPRINGS AND SHOCKS ARE CHECKED FOR SECURED HANGERS, FRAME FOR ANY CRACKS OR TWISTS, CHECK OVERLOADS <b>(49 CFR 393.201-393.203) *</b>		
LUBRICATION ON FITTINGS – NO INDICATION OF DRYNESS OR LACK OF MAINTENANCE <b>(49 CFR 396.3)</b>		
FUEL SYSTEM IS CHECKED FOR LEAKS, FULL TANK OF FUEL IN VEHICLE AND AUXILIARY PUMP, NO RED DYE IN FUEL <b>(49 CFR 393.65 AND 366.3) *</b>		
BAFFLED WATER TANK SECURELY ATTACHED TO FRAME OR BED OF THE VEHICLE <b>(49 CFR 393.100)</b>		
REFLECTIVE TRIANGLES, BI-DIRECTIONAL (1 SET OF 3) <b>(49 CFR 393.95) *</b>		
FIRE EXTINGUISHER SECURED AND MOUNTED 10BC OR BETTER <b>(49 CFR 393.95) *</b>		
ONE SET (2 EACH) WHEEL CHOCKS <b>(NFPA 1906 STANDARD)</b>		
ENGINE BELTS PROPERLY ADJUSTED – NOT LOOSE AND WORN <b>(49 CFR 396.6)</b>		
ALL WIRING HARNESS AND HOSES ARE ADEQUATELY SECURED – AND NOT HANGING DOWN OR LOOSE		
DISCHARGE VALVES OPERATIONAL, NO MISSING HANDLES, DAMAGE THREADS		
DUMP VALVE OPERATIONAL		
SPRAY BAR OR EQUIVALENT OPERATIONAL AND 8’ SPRAY PATTERN TO ADEQUATELY COVERS GROUND SURFACE FOR DUST ABATEMENT– NO LEAKS IN PLUMBING AND SECURED TO FRONT AND/OR REAR OF THE VEHICLE		
EQUIPMENT WASHED		

\* SAFETY ITEM – Must be in safe and proper operating condition.



## Mechanical Condition Rating for Water Tenders

Rating	Rating Criteria	Yes	No
<b>Excellent</b>	No visual leaks from main seals (Front and Rear)		
	Transmission (External housing is oil free)		
	Front and rear differentials are oil free		
	All tires have 9/32" or greater tire tread depth		
	Storage boxes are tightly secured. Equipment complement is readily accessible in compartments and/or tool boxes		
	* 0 Safety Item deficiencies are noted on the <b><i>initial inspection</i></b> (See pre-award inspection form and notice below).		
<b>Good</b>	Seep may occur from a maximum of two main seals.		
	Transmission/Transfer case (external housing is not oil free, but causes no pooling of fluid).		
	Differentials are not oil free, but cause no pooling of fluids		
	All tires have between 6/32" to 8/32" tire tread depth.		
	Storage boxes are tightly secured. Equipment complement is accessible in compartments and/or tool boxes. Organization of complement is minimal.		
	* 1-2 deficiencies on Safety items noted on <b><i>initial inspection</i></b> (See pre-award inspection form and notice below)		
<b>Acceptable</b>	Main seals, transmission or differentials have drips with accumulation of dirt and some seeps or pooling on the ground while vehicle is parked or running		
	Storage compartments are not sufficiently sized to hold all equipment or the bottom of any compartment is lower than the bottom of the rear differential. Complement and equipment is not readily found or retrieved due to poor organization.		
	All tires have the between the minimum specified depth and 5/32" depth.		
	* 3+ deficiencies on Safety items noted on <b><i>initial inspection</i></b> (See pre-award inspection form and notice below)		

- A seep is a wet area on any seal, and has light dust collected on the fluid.
- A leak is a wet area with fluid that is running down the housing but not pooling under vehicle.
- Pooling is a leak that is dripping more than a few drops of fluid during the inspection period. A pool larger than 2" diameter is not acceptable. OR More than 10 drops in a minute is not acceptable and must be repaired prior to award.
- Tire tread requirements apply to the spare tire(s) as well as mounted tires.

### **NOTICE TO EQUIPMENT INSPECTORS AND VENDORS:**

Any and all safety item deficiencies MUST be corrected prior to award.

### **Determination of Equipment Mechanical Condition**

The following table shows how the pre-award inspection marks determine the mechanical condition (Excellent, Good, or Acceptable), which is the attribute rated in the evaluation table.

<b>Minimum Number of Positive Marks Required to Obtain Stated Overall Ratings</b>			<b>Maximum Safety Item Deficiencies to Obtain Stated Overall Ratings**</b>		<b>Maximum Number of Marks in Below Category to Reduce Overall Rating at Left One Level</b>
<b>Overall Rating</b>	<b>Positive (Yes) Marks</b>		<b>Engines</b>	<b>Water Tenders</b>	
	<b>Engines</b>	<b>Water Tenders</b>			
Excellent	4	4	0	0	1 Acceptable
Good	4	4	2	2	2 Acceptable
Acceptable	3	3	3	3	

**\*\* NOTICE TO EQUIPMENT INSPECTORS AND VENDORS:**

Maximum Safety Item Deficiencies to Obtain Stated Overall Ratings refers to deficiencies found during the initial inspection. Any and all safety item deficiencies MUST be corrected prior to award.

## AFTERMARKET EQUIPMENT CERTIFICATION

### ORIGINAL EQUIPMENT

Description: \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
Owner – Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_

Operating Limitations: \_\_\_\_\_  
\_\_\_\_\_

### AFTERMARKET EQUIPMENT

Owner – Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_

Description: \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
(Owner shall assign Serial Number if none is available – stamped on metal)  
Tank Capacity: \_\_\_\_\_ Gallons \_\_\_\_\_  
Baffles: \_\_\_\_\_  
Inlet/Outlet Size: : \_\_\_yes \_\_\_no (4"  $\Phi$  minimum)  
Dump Valve: \_\_\_yes \_\_\_no (3"  $\Phi$  minimum)  
If yes, Size: \_\_\_\_\_

**ENGINEERING ANALYSIS**      \_\_\_\_\_yes \_\_\_\_\_no

Engineer: \_\_\_\_\_  
If yes, information on file located at: \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION OF AFTERMARKET EQUIPMENT COMBINED WITH ORIGINAL EQUIPMENT AS TO COMPATIBILITY (Does Not Exceed Operational Limitations)**

I certify that the addition of the prescribed aftermarket equipment will not exceed the equipment operating limitations.

Engineer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT I – QUALIFICATIONS**

### **I-1. - 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); Water Tender Operator (WTOP); and Equipment Operator (EQOP).

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

##### **A. SINGLE RESOURCE BOSS-CREW (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 15 operational periods on three incidents, 10 of these on type 1 or 2 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 - Crew (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 position performance for 15 operational periods on three incidents, 10 of these on type 1 or 2 incidents as an Advanced Firefighter/Squad Boss (FFT1) 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) NOTE: Required after 1/06 for FFT2  
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 15 operational periods on three incidents, 10 of these on type 1 or 2

incidents

- 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. WATER TENDER OPERATOR (WTOP)**

- 1. REQUIRED TRAINING
    - Firefighter Training (S-130)
    - Introduction to Fire Behavior (S-190)
    - Annual Fireline Safety Refresher (RT-130)
  - 2. EXPERIENCE                              None
  - 3. PHYSICAL FITNESS                      Light
  - 4. ONCE CERTIFIED AS WTOP, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION\*
- None (Only WTOP)

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

E. SEQUENCE FOR ENGINE PERSONNEL :

**TABLE 1. SEQUENCE FOR POSITION CERTIFICATION**

<p>Firefighter FFT2</p>	<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 wildfire incidents. 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 and work for <b>15 operational periods on three incidents, 10 of these on type 1 or 2 incidents.</b></li> </ol>
<p>Advanced Firefighter/ Squad Boss</p>	<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 for <b>15 operational periods on three incidents, 10 of these on type 1 or 2 incidents.</b> 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>
<p>Single Resource Boss Engine ENGB</p>	<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 for <b>15 operational periods on three incidents, 10 of these on type 1 or 2 incidents</b> 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. All required training for a position must be completed before the firefighter can begin working on the task book for that position.
  2. A firefighter may work on only one task book at a time.
  3. 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/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/TENDER CONTRACTOR** Company name and fire qualifications. The **ENGINE/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
- Unique Identification 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. I-100 and L-180 are 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, ENGB, and WTOP) 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/TENDER CONTRACTOR'S and GOVERNMENT evaluators.
- Readable copies of incident shift tickets from crews should be kept showing that the employee as a WTOP, 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.



**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_____ Proof of Workers Compensation Insurance; Y____ N_____ <b>PACK TEST Arduous or Light (circle as appropriate) Time_____ 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
Tender Operator	S130			
	S190			
Firefighter II	S130			
	S190			
	I100 (1/06+)			
	L180 (1/06+)			
Firefighter I	S131			
	S133 (1/06+)			
	PTB			
ENGB	S230			
	S290			
	PTB			
<b>All Positions (WTOP, FFT2, FFT1 &amp; ENGB) *Required Annually</b>	RT130 Annual Fireline Safety Refresher			
<b>All Positions(5/2008)</b>	NIMS IS-700		<a href="https://training.fema.gov">https://training.fema.gov</a>	

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

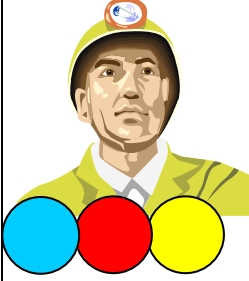
YEAR	POSITION	INCIDENT NAME	LOCATION (City & Agency)	Fire Size (Acres)	Number of Days Worked

<b>Signature of Inspector</b>	<b>Inspector (Print Name)</b>	<b>Inspector Phone Number</b>	<b>Date of Inspection</b>

## EXHIBIT I

### EXAMPLE INCIDENT IDENTIFICATION / QUALIFICATION CARD

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

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

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

<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, ICT5, CRWB, STCR, STEN)

### BACK OF CARD

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

Double signature allowed for if on both Crew and Water Handling agreements – if applicable.

## **EXHIBIT I – QUALIFICATIONS**

### **I.2 - 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). 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 will review the contractor's certification records for all employees prior to agreement award. The Contracting Officer will 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.

## EXHIBIT J – SAFETY STANDARDS

### SAFETY STANDARDS: PERSONNEL REQUIREMENTS/PERSONAL PROTECTIVE EQUIPMENT/ WORK REST/ DRIVING / AND LENGTH OF ASSIGNMENT GUIDELINES

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 (engines and water tenders) when in motion. It is the operator’s responsibility to ensure compliance.

#### E. Personal Protective Equipment (PPE):

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 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 acceptable).
- (2) HARD HAT: Plastic, class B, ANSI Z89.1 1986, OSHA approved, with chinstrap. NOTE: Hardhat meeting NFPA Standard 1977, 1998 Edition, 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.
- (6) HEAD LAMP: With batteries and attachment for hardhat.
- (7) CANTEEN: Two-quart size canteen full of water, two is required, four are recommended.
- (8) FIRE SHELTER. Fire Shelter: one per person (shall be third party certified to NFPA 1977, or manufactured in accordance to FS specification 5100-320). The current shelters are approved through the phase out cycle until they do not meet refurbishing standards. The new generation fire shelter is expected to be mandatory in December 31, 2009.

There may be some contractors that will procure the new generation fire shelter later this season and these would need to be manufactured in accordance & third party certified to FS specification 5100-606.

- (9) 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:

Self-extinguish upon removal from a heat source.

Act as an effective thermal barrier by minimizing conductive heat transfer.

Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.

Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (Nomex™) or other similar fabric.

**NOTE:** Fireline personnel are recommended to wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear will be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

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. and a qualification card issued by the employer and/or a Training MOU holder. Qualifications cards shall be issued yearly. Information on the qualification card shall include:

- Full legal name of the person typewritten or printed.
- List of position(s) for which the person is qualified,
- Date the person passed the work capacity fitness test and the date the person attended Fireline Safety Refresher (RT-130).

The Contractor must type company name and sign the employees' qualification card certifying that the individual has met all the training requirements of the agreement.

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.

All engine 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.

All personnel assigned to water tenders, skidgines, pumper cats and soft tracks 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, NRES 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 K – MANIFEST

Manifest EFFECTIVE DATES: \_\_\_\_\_ TO \_\_\_\_\_

ORDERING OFFICE AND NAME OF DISPATCHER (DISPATCH LOCATION)		FIRE NAME AND UNIT (DESTINATION)				RESOURCE ORDER NUMBER	
NAME OF CONTRACTOR		UNIQUE VEHICLE NUMBER				AGREEMENT NUMBER	
TIME OF DEPARTURE (DISPATCH LOCATION):		TIME OF ARRIVAL TO (FINAL DESTINATION):				DO YOU HAVE THE PERSONNEL TO ROTATE CREWS? <b>Y or N</b>	
INTERMEDIATE STOPS (PLACE)	ARR TIME	DEP TIME	PLACE	ARR TIME	DEP TIME	PLACE	
EMPLOYEE NAME		M	F	POSITION	LAST NIGHT NOT SPENT ON FIRE ASSIGNMENT (DATE)	UNIQUE EMPLOYEE NUMBER (NO SSN)	
1.							
2.							
3.							
4.							
SIGNATURE OF AUTHORIZED REPRESENTATIVE						DATE	

**THE CONTRACTOR SHALL MAINTAIN A CURRENT MANIFEST AT ALL TIMES IN FINANCE**

**ROTATION OF PERSONNEL WILL ONLY BE ALLOWED UPON APPROVAL OF THE OPERATIONS CHIEF**

### EXAMPLE –

Manifest EFFECTIVE DATES: 8/11/2007 TO UNK\_\_\_\_\_

ORDERING OFFICE AND NAME OF DISPATCHER (DISPATCH LOCATION) <i>Willamette National Forest - Smith</i>		FIRE NAME AND UNIT (DESTINATION) <b>CLARK FIRE WILLAMETTE NF</b>				RESOURCE ORDER NUMBER <b>E-78</b>	
NAME OF CONTRACTOR <i>Jones Contracting</i>		UNIQUE VEHICLE NUMBER <b>099</b>				AGREEMENT NUMBER <b>AG-04H1-7-9001-027</b>	
TIME OF DEPARTURE (DISPATCH LOCATION): <b>1200 HRS</b>		TIME OF ARRIVAL TO (FINAL DESTINATION): <b>1600</b>				DO YOU HAVE THE PERSONNEL TO ROTATE CREWS? <b>Y</b>	
INTERMEDIATE STOPS (PLACE)	ARR TIME	DEP TIME	PLACE	ARR TIME	DEP TIME	PLACE	
EUGENE, OREGON	1300	1330					
EMPLOYEE NAME		M	F	POSITION	LAST NIGHT NOT SPENT ON FIRE ASSIGNMENT (DATE)	UNIQUE EMPLOYEE NUMBER (NO SSN)	
1.PETE WILSON		<input checked="" type="checkbox"/>	<input type="checkbox"/>	ENGB	8/11/2007	36NB09	
2.SAM SMITH		<input checked="" type="checkbox"/>	<input type="checkbox"/>	FFT2	8/11/2007	85GTR5	
3.HELEN JONES		<input type="checkbox"/>	<input checked="" type="checkbox"/>	FFT1	8/11/2007	98KLTD	
4.		<input type="checkbox"/>	<input type="checkbox"/>				
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>BILL JONES - OWNER</i>						DATE <b>8/12/2007</b>	

**EXHIBIT L – EQUIPMENT ADVANTAGES**

**Engine Advantages**

<b>Criteria</b>	<b>Attributes</b>	<b>Value</b>	<b>Importance Factor</b>	<b>Advantage Points</b>
Age	10+years	0	2	0
	9 years	1		2
	8 years	2		4
	7 years	3		6
	6 years	4		8
	5 years	5		10
	4 years	6		12
	3 years	7		14
	2 years	8		16
	1 year	9		18
	Current Year	10		20
Foam Application System	Siphon	0	1	0
	Manually Adjustable	5		5
	Automatic Adjustment	10		10
Mechanical Condition	Acceptable	0	5	0
	Good	5		25
	Excellent	10		50
Gallons Hauled Type 6	150-225	0	3	0
	226-300	5		15
	301-399	10		30
Gallons Hauled Type 5	400-500	0	3	0
	501-625	5		15
	626-749	10		30
Gallons Hauled Type 4	750-850	0	3	0
	851-999	5		15
	1000-1200	10		30
Gallons Hauled Type 3	500-599	0	3	0
	600-749	5		15
	750-1000	10		30
Pump performance Type 4,5,6	Acceptable	0	3	0
	Good	5		15
	Excellent	10		30
Pump performance Type 3	Acceptable	0	3	0
	Good	5		15
	Excellent	10		30

## Pressure and flow testing of Pumps

Flow may be tested with a flow meter or a simple sharp edged orifice. A simple testing kit will contain a 1.5 inch threaded pipe cap for type 4-6 engines. Testing devices will have a designated size opening cut through the center of the cap. Testing will be conducted as close to the pump as possible and the pumps pressure gauge may be used or an auxiliary testing gauge may be mounted in front of the sharp edged orifice.

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 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>
Age	16+ years	0	1	0
	12 years to 15 years	1		1
	8 years to 11 years	3		3
	4 years to 7 years	6		6
	Current year to 3 years	10		10
Suspension	Air Bag	0	2.5	0
	Walking Beam or Single Rear Axle	10		25
Mechanical Condition	Acceptable	0	5	0
	Good	5		25
	Excellent	10		50
Spray Bar Configuration	Gravity F or R	0	3	0
	Gravity F & R	3		9
	Pressure F or R	7		21
	Pressure F & R	10		30
Gallons Hauled Type 3	1000-1500	0	5	0
	1501-2000	5		25
	2001-2499	10		50
Gallons Hauled Type 2	2500-3000	0	5	0
	3001-3500	6		30
	3501-4000	8		40
	More than 4000	10		50

**EXHIBIT M – 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 ENTERPRISES - #22</b>		
3. INCIDENT OR PROJECT NAME <b>LOST CREEK</b>		4. INCIDENT NUMBER <b>WIF-2-061</b>	5. OPERATOR (name) <b>PAUL JONES ENGB</b>	
6. EQUIPMENT MAKE <b>1998 FORD ENGINE TYPE 6</b>		7. EQUIPMENT MODEL <b>F-350 SUPER DUTY</b>	8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER <b>VIN 7365T63284YYSS</b>		10. LICENSE NUMBER <b>T 467847 - OR</b>	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.)
	START	STOP	HOURS/DAYS/MILES(circle one) WORK      SPECIAL	
<b>09/15/02</b>	<b>0600</b>	<b>1800</b>	<b>12</b>	<b>10 gallon foam used</b> <b>SUE DAWSON - FF2</b> <b>BILL DAVIDSON - FF2</b> <b>PATROL AND MOP UP - DIVISION B, ROAD 1756</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 J. Jones - Owner</b>		18. GOVERNMENT OFFICER'S SIGNATURE <b>SAMUAL SMITH - DIV SUP.</b>		19. DATE SIGNED <b>09/15/02</b>



## **EXHIBIT N**

### **STANDARD TERMS AND CONDITIONS**

#### **OREGON STATE DEPARTMENT OF FORESTRY (State of Oregon Fires Only)**

##### **I. Responsibilities**

Services furnished shall be performed by persons in the employ of **CONTRACTOR**, and **CONTRACTOR** shall assume all legal responsibility as the employer of such persons, including but not limited to payment of wages and other compensation due to such persons and compliance with all federal and State payroll tax laws and any other requirements that apply to **CONTRACTOR**.

##### **II. Terms and Conditions**

1. **AVAILABILITY OF FUNDS:** **CONTRACTOR** understands and agrees that **ODF'S** payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent on **ODF** receiving from the Oregon Legislative Assembly appropriations, limitations, allotments or other expenditure authority sufficient to allow **ODF**, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. **ODF will only pay for completed work that is accepted by ODF.**
2. **CONTRACTOR WARRANTIES:** **CONTRACTOR** represents and warrants to **ODF** that: (i) **CONTRACTOR** has the power and authority to enter into and perform this Agreement; (ii) this Agreement, when executed and delivered, shall be a valid and binding obligation of **CONTRACTOR** enforceable in accordance with its terms; (iii) **CONTRACTOR** shall perform the work set forth in this Agreement in a good and workmanlike manner; and (iv) **CONTRACTOR** shall, at all times during the term of this Agreement, be qualified, competent, and current with any necessary licenses, certificates and training requirements to perform the work set forth in this Agreement.
3. **CONTRACTOR'S STATUS:** The services to be performed under this Agreement are those of an independent **CONTRACTOR**. **CONTRACTOR** is not an officer, employee or agent of the State of Oregon as those terms are used in ORS 30.265. **CONTRACTOR** shall be responsible for all federal or state taxes applicable to compensation or payments paid to **CONTRACTOR** under this Agreement and, unless **CONTRACTOR** is subject to backup withholding, **ODF** will not withhold from such compensation or payments any amount(s) to cover **CONTRACTOR'S** federal or state tax obligations. **CONTRACTOR** is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Agreement. **CONTRACTOR** will not be eligible for any federal social security, unemployment insurance, workers' compensation or Public Employees' Retirement System benefits from this Agreement's payments, except as a self-employed individual. **CONTRACTOR** certifies that (i) it is not an employee of the State of Oregon; (ii) if **CONTRACTOR** is currently performing work for State of Oregon or the federal **GOVERNMENT**, **CONTRACTOR's** work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of **CONTRACTOR's** employing agency (state or federal) would prohibit **CONTRACTOR's** work under this Agreement; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal **GOVERNMENT**.
4. **INDEMNIFICATION:** **CONTRACTOR** shall defend, save, hold harmless, and indemnify the State of Oregon, **ODF** and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of **CONTRACTOR** or its officers, employees, subcontractors, or agents under this Agreement.

5. COMPLIANCE WITH APPLICABLE LAW: **CONTRACTOR** shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. **ODF's** performance under this Agreement is conditioned upon **CONTRACTOR'S** compliance with in ORS 279.312, 279.314, 279.316, 279.320, and 279.555 which are hereby incorporated by reference. In the performance of services under this Agreement, **CONTRACTOR** shall use recycled and recyclable products to the maximum extent economically feasible.
6. ACCESS TO RECORDS: **CONTRACTOR** shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records relating to this Agreement in such a manner as to clearly document **CONTRACTOR'S** performance hereunder. **CONTRACTOR** acknowledges and agrees that **ODF**, the Secretary of State Audits Division and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of **CONTRACTOR** which relate to this Agreement to perform examinations and audits and make excerpts and transcripts. To the extent provided by law, the federal **GOVERNMENT** shall be entitled to the same access as the State. **CONTRACTOR** shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
7. LIMITATION OF LIABILITIES: EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 2 and 4 of these **Standard Terms and Conditions**, NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE AGREEMENT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.
8. FORCE MAJEURE: Neither **ODF** nor **CONTRACTOR** shall be held responsible for delay or default caused by riot, acts of God, war, or any other like cause which is beyond the party's reasonable control. **CONTRACTOR** shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. **ODF** may terminate this Agreement upon written notice after reasonably determining that such delay or default will likely prevent successful performance of this Agreement.
9. NOTICE: Except as otherwise expressly provided in this Agreement, any communications between **ODF** and **CONTRACTOR** notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to **CONTRACTOR** or **ODF** at the address or number **set forth on the signature page of this Agreement**, Exhibit P of this Agreement or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against **ODF**, such facsimile transmission must be confirmed by telephone notice **to the ODF's Contract Administrator**. Any communication or notice by personal delivery shall be deemed to be given when actually delivered
10. NO THIRD PARTY BENEFICIARIES: **GOVERNMENT** and **CONTRACTOR** are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. AWARD TO FOREIGN CONTRACTOR: If the amount of this Agreement exceeds \$10,000 and if **CONTRACTOR** is not domiciled in or registered to do business in the State of Oregon, **CONTRACTOR** shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this Agreement. **ODF** shall withhold final payment under this Agreement until **CONTRACTOR** has met this requirement.

12. SEVERABILITY: If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
13. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") **ODF CONTRACTOR** that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. **CONTRACTOR**, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
14. HEADINGS: The section headings in this Agreement are included for convenience only; they do not give full notice of any portion of the terms of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
15. MERGER CLAUSE; WAIVER: This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary **GOVERNMENT** approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by **ODF** of that or any other provision.

### III. Insurance

1. During the term of this Agreement, **CONTRACTOR** shall maintain in force at its own expense, each insurance noted below.
2. Notice of Cancellation or Change. No insurance required under this Agreement may be canceled or materially changed, without **30 days** prior written notice to **ODF Workers' Compensation Act**. All employers, including **CONTRACTOR**, that employ subject workers, as defined in ORS 656.207 shall comply with ORS 656.017 and shall provide worker's compensation coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). **CONTRACTOR** shall require and ensure that each of its subcontractors complies with these requirements.

For further information on coverage and providers, **CONTRACTOR** is directed to contact Oregon Workers' Compensation Division, Employer Compliance Unit at 503-947-7815.

Comprehensive or Commercial General Liability. **CONTRACTOR** shall obtain, at **CONTRACTOR'S** expense, and keep in effect during the terms of this Agreement, Comprehensive or Commercial General Liability insurance covering personal injury and with property damage, with extended coverage endorsement from an authorized insurance company authorized to do business in the State of Oregon. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement plus products/completed operations liability.

	Each	General
<b>Description</b>	<b>Occurrence</b>	<b>Aggregate</b>
CGL	\$1,000,000	\$2,000,000

5. Automobile Liability. **CONTRACTOR** shall obtain, at **CONTRACTOR'S** expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance. This coverage may

be provided by combining the Automobile Liability Insurance with the Comprehensive or Commercial General Liability Insurance.

<u>Description</u>	<u>Each Occurrence</u>
Automobile Liability	\$1,000,000

6. Additional Insured. The insurance coverage certificate(s) required for performance of this Agreement, except Workers' Compensation, shall name the **STATE OF OREGON**, the Board of Forestry, the Department of Forestry and their officers, divisions, agents, employees and members as additional insured with respect to the activities performed under this Agreement.
  
7. Certificate of Insurance. As evidence of the insurance coverage required by this Agreement, **CONTRACTOR** shall furnish a certificate of insurance meeting the requirements of this Agreement to **ODF** Contract Officer, located in Salem, Oregon, using form attached here. The certificates shall specify parties who are Additional Insured or Loss Payees. Certificates should be mailed to: Oregon Department of Forestry, Contract Manager –Bldg. D, 2600 State Street, Salem OR 97310.

**EXHIBIT N**  
**COMPENSATION**

**(Oregon Department of Forestry Fires Only)**

**I. COMPENSATION**

Oregon Department of Forestry (**ODF**) shall pay **CONTRACTOR** for services in accordance with the scheduled Bid Rate stated in Section I of this Agreement and in accordance with the terms and conditions of this Agreement. This rate shall be a single hourly rate which will cover Crew time per person, dispatch time, equipment costs, travel time, vehicle gas and oil. Time shall start to accrue upon departure from the Dispatch Location to each **ODF** fire assignment, allowing for reasonable travel time to appointed destination. The rate under this Agreement includes all payments for FICA, Unemployment and Workers' Compensation, Bonding and Liability Insurance and any other costs **CONTRACTOR** might incur. Payment shall be made no later than forty-five (45) days after receipt and approval of **CONTRACTOR'S** invoice by **ODF**. For purposes of this Section, an invoice is "approved" when the accuracy of the invoice is agreed upon by both **ODF** and **CONTRACTOR**.

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

**II. DEPARTMENT OF FORESTRY BILLING ADDRESSES**

For obtaining payment from **ODF**, **CONTRACTOR** shall send billing invoice to the appropriate District office listed below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT N

### STANDARD TERMS AND CONDITIONS

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

##### **I. Responsibilities**

CONTRACTOR is providing services to the STATE OF WASHINGTON, Department of Natural Resources (herein referred to as DNR) as an independent CONTRACTOR and shall not be construed to be an employee or an agent of the DNR for any purpose. CONTRACTOR agrees to defend, protect, save, and hold harmless the DNR, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to the actions of CONTRACTOR, or the actions of CONTRACTOR'S agents and/or employees in the performance of this Agreement. CONTRACTOR will be responsible for the payment of any fines or penalties charged against CONTRACTOR or any of CONTRACTOR'S employees or equipment.

##### **II. Conflict and Severability**

1. Conflict. In the event of conflict between Agreement documents and applicable laws, codes, ordinances, regulations or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws, ordinances regulations or orders, the most stringent or legally binding requirement shall govern and be considered as part of this Agreement in order to afford the State the maximum benefits thereof.
2. Severability. Any provisions of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

##### **III. Workers Right to Know**

1. Recently passed "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers or distributors of hazardous substances, including any of the items listed on this bid/quote/contract bid and subsequent award, must include with each delivery a completed Material Safety Data Sheet (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:
  - a. The identity of the hazardous material,
  - b. Appropriate hazardous warnings, and
  - c. Name and address of the chemical manufacturer, importer or other responsible party.
2. The Department of Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

##### **IV. Indemnity**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State of Washington, agencies of State of Washington and all officials, agents and employees of State of Washington, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor obligation to indemnify, defend, and hold harmless includes any claim by Contractor agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State of Washington for any claim arising out of or incident to Contractor or any subcontractor's performance or failure to perform the contract. Contractor obligation to indemnify, defend, and hold harmless State of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of State of Washington or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State of Washington and its agencies, officials, agents or employees.

## **V. Personal Liability**

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

## **VI. Legal Fees**

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

## **VII. Insurance**

Contractor shall, at all times during the term of the agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

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

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

Contractor shall furnish DNR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the agreement. The certificate of insurance shall reference the DNR, and the agreement number.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor.

Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor liability or responsibility.

DNR, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

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

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

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

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

#### Commercial General Liability (CGL) Insurance

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

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

#### Employer's Liability ("Stop Gap") Insurance

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

#### Workers' Compensation Coverage.

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this agreement. Except as prohibited by law, Contractor



waives all rights of subrogation against State of Washington for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State of Washington incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State of Washington. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to State of Washington by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by State of Washington to Contractor for performance of this agreement.

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

#### **IV. Breach of Contract**

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

## EXHIBIT N

### COMPENSATION

#### (Washington Department of Natural Resources Fires Only)

#### I. COMPENSATION

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

Upon demobilization, **CONTRACTOR** may be required to sign an emergency equipment use invoice and obtain a copy of performance evaluation for the period of performance on the Incident.

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

WA Dept of Natural Resources 1111 Washington Street SE PO Box 47037 Olympia WA 98504-7037 (360) 902-1708	Northwest Region 919 N Township Street Sedro Woolley WA 98284-9395 (360) 856-3500	Pacific Cascade Region 601 Bond Road PO Box 280 Castle Rock WA 98611-0280 (360) 577-2025
South Puget Sound Region 950 Farman Street N PO Box 68 Enumclaw WA 98022-0068 (360) 825-1631	Southeast Region 713 E Bowers Rd Ellensburg WA 98926-9341 (509)925-8510	Northeast Region 225 S Silke Rd PO Box 190 Colville WA 99114-0190 (509) 684-7474
Olympic Region 411 Tillicum Lane Forks WA 98331-9797 (360) 374-6131		

## EXHIBIT O - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

### WILDLAND FIREFIGHTING TRAINING

Ensure sufficient wildland fire training opportunities are available for private sector **CONTRACTORS** who participate in the crew and tender contracts, and that this training meets or exceeds National Wildfire Coordination Group (NWCG) standards, the Pacific Northwest Wildfire Coordination Group (PNWCG) has entered into memorandums of understanding (MOU's) with representatives of two groups of training providers. The groups are firefighting contractor associations and public education providers. Below are the list of associations and institutions that have valid MOU's with PNWCG:

### *FIREFIGHTING CONTRACTOR ASSOCIATIONS*

#### **National Firefighter Training & Carding Assoc.**

PO Box 974  
Philomath, OR 97370  
John Berger (President)  
Phone: (541) 929-7802  
FAX: (541) 929-7803  
Web page: [www.nftca.com](http://www.nftca.com)

#### **National Wildfire Suppression Assoc.**

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

#### **Northern Contractors Assoc.**

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

#### **Oregon Firefighting Contractors Assoc.**

PO Box 418  
Merrill, OR 97630  
Nelda Herman (President)  
Phone: (541) 798-5601  
FAX: (541) 798-5514  
Email: [ned777@aol.com](mailto:ned777@aol.com)  
Web page: [www.ofca.biz](http://www.ofca.biz)

#### **Three Sisters Wildfire Contractor's Assoc. Inc.**

PO Box 142  
Sisters, OR 97759  
Paul Asher (President)  
Phone: (541) 549-8375  
FAX: (541) 549-8129  
Email: [dan@tswca.org](mailto:dan@tswca.org)  
Web page: [www.tswca.org](http://www.tswca.org)

#### **Washington Contract Firefighters Assoc.**

PO Box 276  
Chattaroy, WA 99003  
Eric Helpenstell (President)  
Phone: (360) 731-2627  
FAX: (208) 361-2231  
Brent Lewis (Training Coordinator)  
Phone: (509) 467-4249

#### **Wildland Forestry Assoc.**

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

## EXHIBIT O (Continued)

### PUBLIC TRAINING PROVIDERS

#### OREGON INSTITUTIONS

**Blue Mountain Community College**  
2411 N.W. Carden  
P.O. Box 100  
Pendleton, OR 97801

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

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

**Southwest Oregon Community College**  
1988 Newmark Ave.  
Coos Bay, OR 97420

**Central Oregon Community College**  
Redmond Campus  
2030 SE College Loop  
Redmond, OR 97756

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

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

**Tillamook Bay Community College**  
2510 First St.  
Tillamook, OR 97141

**Clackamas Community College**  
19600 S. Molalla Ave.  
Oregon City, OR 97045

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

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

**Treasure Valley Community College**  
650 College Blvd  
Ontario OR 97914

**Klamath Community College**  
7390 S. 6<sup>th</sup> St.  
Klamath Falls OR 97603

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

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

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

**Rogue Community College**  
3345 Redwood Hwy  
Grants Pass OR 97527

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

## EXHIBIT O (Continued)

### PUBLIC TRAINING PROVIDERS

#### WASHINGTON INSTITUTIONS

**Bates Technical College**

South Campus  
2201 S. 78<sup>th</sup> St.  
Tacoma, WA 98409  
Pat Piper  
Phone: (253) 680-7463  
Web: <http://www.bates.ctc.edu>

Web: <http://www.lcc.ctc.edu>

**Peninsula College**

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

**Bellevue Community College**

Fire Science Program  
3000 Landerholm Circle S.E.  
Bellevue, WA 98007  
Phone: (425) 564-2012  
Web: <http://www.bcc.ctc.edu>

**Skagit Valley College**

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

**Columbia Basin College**

2600 N. 20<sup>th</sup> Ave.  
Pasco, WA 99301  
Ken Williams  
Phone: (509) 946-8548  
Web: <http://www.columbiabasin.edu>

**South Puget Sound Community College**

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

**Everett Community College**

2000 Tower St.  
Everett, WA 98201  
Jeanne Kraske  
Phone: (425) 388-9161  
Web: <http://www.everettcc.edu>

**Spokane Community College**

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

**Green River Community College**

Natural Resources Program  
12401 S.E. 320<sup>th</sup> St.  
Auburn, WA 98092  
Dick Hopkins (x4509)  
Rob Sjogren (x4582)  
Phone: (253) 833-9111  
Web: <http://www.greenriver.edu>

**Walla Walla Community College**

Fire Science Dept.  
500 Tausick Way  
Walla Walla, WA 99362  
Brad Mason  
Phone: (509) 527-4579  
Web: <http://www.wvcc.edu>

**Lower Columbia College**

Fire Science Department  
1600 Maple, P.O. Box 3010  
Longview, WA 98632  
Rick Atkins  
Phone: (360) 442-2871

**Wenatchee Valley College**

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

## EXHIBIT P – Equipment and Training Inventory System (EaTIS)

The following is the process for responding to the solicitation for services of water handling equipment within Regions 1, 5, and 6. Acquisition Management has implemented a web-based internet system for vendors to enter and change company data and the agency to process and award fire equipment agreements. This system, known as the Equipment and Training Inventory System (EaTIS), allows our vendors to submit and change quote information, and agency authorized inspectors to submit their information via the Internet. Please follow the steps below in order to access this web site and to enter your equipment quotes.

After your company has entered the requested information it will be used to compile your quote. Information will be reviewed (such as but not limited to Central Contractor Registration {CCR} and Online Representations & Certifications Application {ORCA} registration being current), proposed equipment will be inspected, personnel training records verified and other evaluations completed. Award will be offered by the Contracting Officer, and when award is accepted, agreements will be electronically signed for the upcoming fire season. At this point all equipment records will be locked in order to ensure that agreements remain stable. You will be allowed to add or change employee information throughout the fire season. All employee changes must be inspected and accepted.

### How To Get Started

Since we are storing your sensitive business information on a system accessed through the Internet, security of this information is absolutely critical. To ensure that only your company can access only your information we have established several levels of security.

#### Step 1: Establishing Personnel Access

The first level is the US Department of Agriculture (USDA) eAuthentication process to secure your information. USDA eAuthentication is the system required by USDA agencies to enable customer's access to USDA Web services via the Internet, using an ID and Password system.

To obtain a login for EaTIS, go to this website: <http://www.eauth.egov.usda.gov/>

Follow the instructions for obtaining **LEVEL 1** security. You will be asked to enter a User name, ID, password, and email address. Once you have entered this information you will be notified via email of your registration. You will then need to respond to this email to complete the registration. This will ensure the system can identify you. Log out of the USDA web site and enter the EaTIS system below.

If you have any questions with eAuthentication, if wish to change your password, or forget your password, please call the eAuthentication **Helpdesk at 800-457-3642**.

#### Step 2: Accessing the EATIS System

After an individual has completed the eAuthentication process (including responding to the email message sent to him/her by eAuthentication) they may begin using the EATIS System.

The web site for EATIS is: <http://www.fs.fed.us/business/eatis/> You will use this web address for all further access to the EaTIS system.

The First time a company logs in, the EATIS System will ask for your PIN. The request for a PIN number is only made once, and then the system will remember it. Each person in your company, or user, must enter this PIN the first time they enter the EaTIS system. If you are a new Vendor you must request a PIN. The EaTIS will issue you a PIN when you visit the web site, and you will be asked to enter your company and contact information.

This PIN is case sensitive. Enter capital characters as capitals. Treat this PIN the same way you would the PIN for your ATM Card. Should others have access to this PIN, there is the potential they will have access to your company information, including quotes. If you loose this PIN, or believe it has been compromised, please call the Helpdesk number below and we will issue you a new one.

PLEASE NOTE: when your employees establish a login to access the EATIS System, **they have access to all your information.** Your company will receive an email informing him or her when a new login is created and at that time you should adjust the employee's permissions as appropriate. It is important that you not share this PIN. We suggest you, or a trusted employee, enter the PIN when a new user enters the system.

**If you have any questions please call the EATIS helpdesk:  
HELPDESK: 866-224-7677**

## EXHIBIT Q

### ENGLISH SPEAKING/READING REQUIREMENT EVALUATION PROCESS

#### Purpose:

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

#### Scope:

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

These procedures do not change the practice of or processes for inspecting for other administrative or safety requirements during pre-assignment inspections of Engine and Tenders.

#### Evaluation Procedures:

It is a routine practice for **GOVERNMENT** to inspect contract Engine and Tenders when necessary to ensure they are compliant with administrative and safety requirements prior to accepting them for Incident or Severity Assignments. Included in these pre-assignment inspections will be an evaluation of a supervisors ability to comprehend and communicate in English. To ensure **GOVERNMENT'S** evaluations are consistent and appropriate when inspecting supervisors for compliance, use the approved "PNW English Speaking Evaluation Form", attached below, to document compliance with the verbal and reading.

**PREVIOUSLY INSPECTED:** If an individual shows you a copy of a previously completed and signed PNW English Speaking Evaluation Form that indicates they were tested and approved for a prior assignment, do not re-evaluate him or her.

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

**READING EVALUATION:** Select an excerpt from one of the following: IAP, FHB, IRPG, SA or similar wildfire related document. The excerpt must be three to five sentences in length and contain common words that a Crew Boss or Squad Boss would be expected to be familiar with. Some examples are:

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

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



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

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

Sign the PNW English Speaking Evaluation Form upon completion.

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

- a. One copy will be placed in the inspector's file;
- b. One copy will be given to the Engine Boss;
- c. The original will be mailed to **US Forest Service** , Attn: AQM Contracting Officer, PO Box 3623 , Portland OR 97208-3623.

**Contact Personnel:**

For questions regarding these procedures you may Kermadine Barton, **Contracting Officer** by phone (541-858-2228) or e-mail [kbarton@fs.fed.us](mailto:kbarton@fs.fed.us).

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

AGREEMENT NUMBER \_\_\_\_\_

PARTICIPANT'S NAME \_\_\_\_\_

IDENTIFICATION NUMBER \_\_\_\_\_ POSITION \_\_\_\_\_

***SECTION 1***

Previously Inspected? (Date, Inspector, Location) \_\_\_\_\_

Listens, understands and responds verbally in English without use of interpreter? YES \_\_\_\_\_ NO \_\_\_\_\_

**SECTION 2**

**READING EVALUATION**

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

Document Used? IAP \_\_\_\_\_ FHB \_\_\_\_\_ IRPG \_\_\_\_\_ SA \_\_\_\_\_ OTHER specify \_\_\_\_\_