

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 – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C - Harassment-Free Workplace Policy
Exhibit D - DOL Wage Determination
Exhibit E – Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H - Terms & Conditions for States
Exhibit I – Not Applicable

EXHIBIT A – DEFINITIONS AND ABBREVIATIONS

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein:

AGENCY – See “Government”.

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

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

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

CCR – Contractor Central Registration

CMVSA – Commercial Motor Vehicle Safety Alliance

CO – Contracting Officer

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

DESIGNATED DISPATCH POINT (DDP) – Physical address where the resource is located

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 (USF&WS), Federal Emergency Management Agency (FEMA)

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

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

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

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

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

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

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

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

PROPERTY – (Use 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

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.

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

UNDER HIRE – Refer to D.21.6.

WORK/REST – Refer to D.6.7.

EXHIBIT B – PAYMENT OFFICE INFORMATION

FOREST SERVICE

Incident Payment Center
101B Sun Drive NE
Albuquerque NM 87105

1-877-372-7248

BUREAU OF LAND MANAGEMENT (BLM)

Emergency Equipment Rental Use Invoice packages shall be returned to the local BLM Incident Host Agency. The BLM will process the use invoice packages in accordance with BLM policy.

NATIONAL PARK SERVICE

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

703-487-9310

EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

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

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

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

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

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

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

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

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

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

Tell the harasser to stop the offensive conduct; and/or

Tell a manager or supervisor about the conduct; and/or

Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from: Civil Rights Enforcement And Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

EXHIBIT D – DOL WAGE DETERMINATION

WD 05-2569 (Rev.-5) was first posted on www.wdol.gov on 10/09/2007

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

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2569
 Revision No.: 5
 Date Of Revision: 10/01/2007

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union,
 Wallowa, Wheeler
 Washington Counties of Benton, Franklin, Walla Walla, Yakima

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.61
01012 - Accounting Clerk II	14.16
01013 - Accounting Clerk III	16.65
01020 - Administrative Assistant	21.85
01040 - Court Reporter	16.86
01051 - Data Entry Operator I	12.21
01052 - Data Entry Operator II	13.23
01060 - Dispatcher, Motor Vehicle	16.86
01070 - Document Preparation Clerk	12.94
01090 - Duplicating Machine Operator	12.94
01111 - General Clerk I	12.16
01112 - General Clerk II	13.26
01113 - General Clerk III	14.89
01120 - Housing Referral Assistant	19.50
01141 - Messenger Courier	10.59
01191 - Order Clerk I	12.21
01192 - Order Clerk II	13.32
01261 - Personnel Assistant (Employment) I	15.06
01262 - Personnel Assistant (Employment) II	16.86
01263 - Personnel Assistant (Employment) III	18.80
01270 - Production Control Clerk	21.52
01280 - Receptionist	12.56
01290 - Rental Clerk	14.55
01300 - Scheduler, Maintenance	14.95
01311 - Secretary I	14.95
01312 - Secretary II	16.73

01313 - Secretary III	19.50
01320 - Service Order Dispatcher	16.93
01410 - Supply Technician	21.86
01420 - Survey Worker	16.71
01531 - Travel Clerk I	12.96
01532 - Travel Clerk II	13.94
01533 - Travel Clerk III	14.91
01611 - Word Processor I	13.42
01612 - Word Processor II	15.07
01613 - Word Processor III	16.86
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	9.89
07210 - Meat Cutter	17.18
07260 - Waiter/Waitress	11.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09080 - Furniture Refinisher	17.78
09090 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88
09130 - Upholsterer	17.78
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.39
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11122 - Housekeeping Aide	10.39
11150 - Janitor	12.80
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.39
11260 - Pruner	11.97
11270 - Tractor Operator	14.51
11330 - Trail Maintenance Worker	12.13
11360 - Window Cleaner	14.28
12000 - Health Occupations	
12010 - Ambulance Driver	15.74
12011 - Breath Alcohol Technician	15.74
12012 - Certified Occupational Therapist Assistant	21.59
12015 - Certified Physical Therapist Assistant	21.59

12020 - Dental Assistant	16.53
12025 - Dental Hygienist	36.58
12030 - EKG Technician	23.84
12035 - Electroneurodiagnostic Technologist	23.84
12040 - Emergency Medical Technician	15.46
12071 - Licensed Practical Nurse I	14.07
12072 - Licensed Practical Nurse II	15.74
12073 - Licensed Practical Nurse III	17.55
12100 - Medical Assistant	13.25
12130 - Medical Laboratory Technician	15.52
12160 - Medical Record Clerk	13.72
12190 - Medical Record Technician	15.35
12195 - Medical Transcriptionist	14.81
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	9.20
12222 - Nursing Assistant II	10.34
12223 - Nursing Assistant III	11.28
12224 - Nursing Assistant IV	12.67
12235 - Optical Dispenser	15.47
12236 - Optical Technician	13.82
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	13.01
12305 - Radiologic Technologist	23.78
12311 - Registered Nurse I	25.08
12312 - Registered Nurse II	30.67
12313 - Registered Nurse II, Specialist	30.67
12314 - Registered Nurse III	37.11
12315 - Registered Nurse III, Anesthetist	37.11
12316 - Registered Nurse IV	44.49
12317 - Scheduler (Drug and Alcohol Testing)	19.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.36
13012 - Exhibits Specialist II	22.74
13013 - Exhibits Specialist III	27.32
13041 - Illustrator I	18.36
13042 - Illustrator II	22.74
13043 - Illustrator III	27.32
13047 - Librarian	25.18
13050 - Library Aide/Clerk	13.05
13054 - Library Information Technology Systems Administrator	22.74
13058 - Library Technician	18.10
13061 - Media Specialist I	14.73
13062 - Media Specialist II	18.10
13063 - Media Specialist III	20.16
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	16.41
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.07
14042 - Computer Operator II	16.86
14043 - Computer Operator III	20.58
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	25.52
14071 - Computer Programmer I (1)	20.77
14072 - Computer Programmer II (1)	25.73

14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.07
14160 - Personal Computer Support Technician	23.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	32.83
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	27.93
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	19.54
15090 - Technical Instructor	24.93
15095 - Technical Instructor/Course Developer	25.52
15110 - Test Proctor	16.85
15120 - Tutor	16.85
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.53
16030 - Counter Attendant	9.53
16040 - Dry Cleaner	12.03
16070 - Finisher, Flatwork, Machine	9.53
16090 - Presser, Hand	9.53
16110 - Presser, Machine, Drycleaning	9.53
16130 - Presser, Machine, Shirts	9.53
16160 - Presser, Machine, Wearing Apparel, Laundry	9.53
16190 - Sewing Machine Operator	12.87
16220 - Tailor	13.71
16250 - Washer, Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.18
19040 - Tool And Die Maker	26.88
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.59
21030 - Material Coordinator	22.17
21040 - Material Expediter	22.17
21050 - Material Handling Laborer	11.73
21071 - Order Filler	12.83
21080 - Production Line Worker (Food Processing)	12.59
21110 - Shipping Packer	12.58
21130 - Shipping/Receiving Clerk	12.58
21140 - Store Worker I	10.26
21150 - Stock Clerk	14.62
21210 - Tools And Parts Attendant	12.59
21410 - Warehouse Specialist	12.76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.34
23021 - Aircraft Mechanic I	23.12
23022 - Aircraft Mechanic II	24.49
23023 - Aircraft Mechanic III	25.80
23040 - Aircraft Mechanic Helper	17.34
23050 - Aircraft, Painter	21.81
23060 - Aircraft Servicer	19.68
23080 - Aircraft Worker	20.86
23110 - Appliance Mechanic	21.30
23120 - Bicycle Repairer	14.44

23125 - Cable Splicer	27.39
23130 - Carpenter, Maintenance	20.56
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	27.22
23181 - Electronics Technician Maintenance I	20.24
23182 - Electronics Technician Maintenance II	21.68
23183 - Electronics Technician Maintenance III	23.12
23260 - Fabric Worker	18.80
23290 - Fire Alarm System Mechanic	23.12
23310 - Fire Extinguisher Repairer	17.35
23311 - Fuel Distribution System Mechanic	23.12
23312 - Fuel Distribution System Operator	17.35
23370 - General Maintenance Worker	16.84
23380 - Ground Support Equipment Mechanic	23.12
23381 - Ground Support Equipment Servicer	18.80
23382 - Ground Support Equipment Worker	20.37
23391 - Gunsmith I	17.35
23392 - Gunsmith II	20.24
23393 - Gunsmith III	23.12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.71
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
19.02	
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	23.12
23460 - Instrument Mechanic	23.12
23465 - Laboratory/Shelter Mechanic	21.68
23470 - Laborer	10.66
23510 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	23.24
23550 - Machinist, Maintenance	21.72
23580 - Maintenance Trades Helper	14.00
23591 - Metrology Technician I	23.12
23592 - Metrology Technician II	24.34
23593 - Metrology Technician III	25.64
23640 - Millwright	23.12
23710 - Office Appliance Repairer	20.29
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	25.40
23810 - Plumber, Maintenance	24.14
23820 - Pneudraulic Systems Mechanic	23.12
23850 - Rigger	23.12
23870 - Scale Mechanic	20.24
23890 - Sheet-Metal Worker, Maintenance	24.48
23910 - Small Engine Mechanic	17.81
23931 - Telecommunications Mechanic I	24.69
23932 - Telecommunications Mechanic II	25.99
23950 - Telephone Lineman	21.69
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	23.12
23970 - Woodcraft Worker	23.12
23980 - Woodworker	17.35
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24610 - Chore Aide	10.51
24620 - Family Readiness And Support Services Coordinator	10.25
24630 - Homemaker	13.13
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	23.12
25040 - Sewage Plant Operator	21.39
25070 - Stationary Engineer	23.12
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	21.33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.19
27007 - Baggage Inspector	14.50
27008 - Corrections Officer	21.78
27010 - Court Security Officer	24.10
27030 - Detection Dog Handler	18.19
27040 - Detention Officer	21.78
27070 - Firefighter	21.85
27101 - Guard I	14.50
27102 - Guard II	18.19
27131 - Police Officer I	26.34
27132 - Police Officer II	29.26
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.74
28042 - Carnival Equipment Repairer	14.68
28043 - Carnival Equipment Worker	10.29
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	17.13
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	20.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.89
29020 - Hatch Tender	20.89
29030 - Line Handler	20.89
29041 - Stevedore I	19.40
29042 - Stevedore II	22.37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	15.80
30022 - Archeological Technician II	17.66
30023 - Archeological Technician III	21.88
30030 - Cartographic Technician	23.16
30040 - Civil Engineering Technician	22.53
30061 - Drafter/CAD Operator I	14.29
30062 - Drafter/CAD Operator II	16.75
30063 - Drafter/CAD Operator III	18.68
30064 - Drafter/CAD Operator IV	21.88
30081 - Engineering Technician I	14.28
30082 - Engineering Technician II	16.03
30083 - Engineering Technician III	17.97
30084 - Engineering Technician IV	22.22
30085 - Engineering Technician V	27.17
30086 - Engineering Technician VI	35.66
30090 - Environmental Technician	20.31
30210 - Laboratory Technician	19.75
30240 - Mathematical Technician	20.14
30361 - Paralegal/Legal Assistant I	16.69
30362 - Paralegal/Legal Assistant II	19.89

30363 - Paralegal/Legal Assistant III	22.70
30364 - Paralegal/Legal Assistant IV	27.48
30390 - Photo-Optics Technician	20.14
30461 - Technical Writer I	16.87
30462 - Technical Writer II	20.64
30463 - Technical Writer III	24.97
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	18.68
30621 - Weather Observer, Senior (2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.31
31030 - Bus Driver	16.32
31043 - Driver Courier	12.28
31260 - Parking and Lot Attendant	10.18
31290 - Shuttle Bus Driver	12.63
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	12.35
31362 - Truckdriver, Medium	14.03
31363 - Truckdriver, Heavy	17.19
31364 - Truckdriver, Tractor-Trailer	17.19
99000 - Miscellaneous Occupations	
99030 - Cashier	9.31
99050 - Desk Clerk	9.13
99095 - Embalmer	20.95
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	20.95
99410 - Pest Controller	19.00
99510 - Photofinishing Worker	11.01
99710 - Recycling Laborer	12.80
99711 - Recycling Specialist	15.62
99730 - Refuse Collector	11.97
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	11.71
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 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 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

Exhibit E - Standard Contractor Performance Report

Highlighted blocks are required to be completed.

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

Ratings

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

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

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
--------------------------	----------------	----------------	----------------	---------------------	-----------------------

Government Comments for Quality of Product or Service (2000 characters maximum):

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

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
--------------------------	----------------	----------------	----------------	---------------------	-----------------------

Government Comments for Timeliness of Performance (2000 characters maximum):

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

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Business Relations (2000 characters maximum):

Additional Info

Contractor Key Personnel

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

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

Contractor Key Person (Equipment Operator's Name):

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

Customer Satisfaction

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

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

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

Admin Info

Project Officer/COTR (Individual completing the evaluation)

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Contractor Representative

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Alternate Contractor Representative

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Contracting Officer:

Name: _____

Phone: _____

Fax: _____

E-Mail Address: _____

Rating Guidelines

Quality of Product or Service

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

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Timeliness of Performance

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

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

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

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

EXHIBIT F – SAFETY STANDARDS

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

A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2nd 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

D. Seat Belts

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

G. Incident Identification/ Qualification Card.

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

H. Physical Demands

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

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

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

EMERGENCY EQUIPMENT SHIFT TICKET				
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.				E-16
1. AGREEMENT NUMBER 54-04R4-2-4567		2. CONTRACTOR (name) Jones Office Services		
3. INCIDENT OR PROJECT NAME LOST CREEK		4. INCIDENT NUMBER WIF-2-061	5. OPERATOR (name) PAUL JONES	
6. EQUIPMENT MAKE Office/Clerical Unit		7. EQUIPMENT MODEL Ford	8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER 264371702		10. LICENSE NUMBER T 467847 - OR	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.) 400 copies B&W, 40 copies color
	START	STOP	HOURS/DAYS/MILES(circle one)	
			WORK SPECIAL	
09/15/07	0600	1800	12	
				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 Paul L. Jones, Owner		18. GOVERNMENT OFFICER'S SIGNATURE SAMUAL JONES, Logistics Chief		19. DATE SIGNED 09/15/07

EXHIBIT H – TERMS & CONDITIONS FOR STATES**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
Description	Occurrence	Aggregate
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 H – TERMS & CONDITIONS FOR STATES**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 th 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 H – TERMS & CONDITIONS FOR STATES

**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 there from. 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 H – TERMS & CONDITIONS FOR STATE
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 411Tillicum Lane Forks WA 98331-9797 (360) 374-6131		

EXHIBIT I – NOT APPLICABLE