

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 J –Advantages

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.

ASE CERTIFICATION – Certification from National Institute of Automotive Service Excellence

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

EVT CERTIFICATION – Certification from Emergency Vehicle Technician Certification Program (EVT Certification Commission, Inc.)

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.21.7.

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

REGISTER OF WAGE DETERMINATIONS UNDER 3 U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT 3 EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor 3 WAGE AND HOUR DIVISION
 3 WASHINGTON, D.C. 20210
 3
 3
 3
 William W. Gross Division of Wage 3 Wage Determination No: 1995-0221
 Director Determinations 3 Revision No: 18
 3 Date Of Revision: 06/20/2007

 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

****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
Hawaii	11.56
Midwestern Region	12.13
Northeast Region	13.38
Southern Region	12.31
Western Region	13.19
(not set) - Environmental Protection Specialist	
Alaska	30.84
Hawaii	28.55
Midwestern Region	25.95
Northeast Region	31.12
Southern Region	26.43
Western Region	27.33
(not set) - Fire Safety Professional	
Alaska	30.84
Hawaii	28.53
Midwestern Region	25.95
Northeast Region	31.12
Southern Region	26.43
Western Region	27.33
05190 - Motor Vehicle Mechanic	

Mechanic w/Service Truck Exhibits

AG-04H1-S-08-9001

	Alaska	23.92
	Hawaii	15.90
	Midwestern Region	18.89
	Northeast Region	17.73
	Southern Region	16.51
	Western Region	19.10
05220	- Motor Vehicle Mechanic Helper	
	Alaska	17.31
	Hawaii	12.24
	Midwestern Region	12.25
	Northeast Region	13.80
	Southern Region	10.66
	Western Region	12.93
11300	- Refuse Collector	
	Alaska	10.42
	Hawaii	9.64
	Midwestern Region	8.92
	Northeast Region	10.18
	Southern Region	6.75
	Western Region	8.68
21071	- Forklift Operator	
	Alaska	19.87
	Hawaii	15.48
	Midwestern Region	14.28
	Northeast Region	13.96
	Southern Region	11.80
	Western Region	15.27
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	
	Alaska	12.84
	Hawaii	10.12
	Midwestern Region	11.34
	Northeast Region	11.17
	Southern Region	10.86
	Western Region	11.49
23160	- Electrician, Maintenance	
	Alaska	28.44
	Hawaii	24.51
	Midwestern Region	21.35
	Northeast Region	22.89
	Southern Region	18.25
	Western Region	21.79
23440	- Heavy Equipment Operator	
	Alaska	23.26
	Hawaii	16.55
	Midwestern Region	18.89
	Northeast Region	17.73
	Southern Region	16.51
	Western Region	19.10
23470	- Laborer	
	Alaska	14.12
	Hawaii	13.70
	Midwestern Region	11.49
	Northeast Region	11.59
	Southern Region	9.34
	Western Region	10.85
23530	- Machinery Maintenance Mechanic	
	Alaska	26.54
	Hawaii	26.19
	Midwestern Region	16.37

Mechanic w/Service Truck Exhibits

AG-04H1-S-08-9001

	Northeast Region	17.12
	Southern Region	12.96
	Western Region	16.23
23580	- Maintenance Trades Helper	
	Alaska	19.40
	Hawaii	14.97
	Midwestern Region	15.41
	Northeast Region	14.39
	Southern Region	13.03
	Western Region	13.37
27070	- Firefighter	
	Alaska	10.75
	Hawaii	8.76
	Midwestern Region	6.72
	Northeast Region	7.39
	Southern Region	6.78
	Western Region	7.39
31030	- Bus Driver	
	Alaska	19.52
	Hawaii	12.67
	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
	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
	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
	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
	Hawaii	9.99
	Midwestern Region	12.04
	Northeast Region	12.79
	Southern Region	8.18
	Western Region	9.54
31362	- Truckdriver, Medium Truck	
	Alaska	19.81
	Hawaii	12.66
	Midwestern Region	16.08
	Northeast Region	16.49
	Southern Region	14.64
	Western Region	15.14
31363	- Truckdriver, Heavy Truck	
	Alaska	20.91
	Hawaii	13.82
	Midwestern Region	16.81
	Northeast Region	17.21
	Southern Region	15.23
	Western Region	16.14
31364	- Truckdriver, Tractor-Trailer	
	Alaska	22.02
	Hawaii	14.06
	Midwestern Region	20.00
	Northeast Region	17.33

Southern Region	16.01
Western Region	16.48

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 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): \$1.37 per hour, or \$54.80 per week, or \$237.47 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 \$3.16 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 **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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 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

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

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

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

Timeliness of Performance

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

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

Business Relations

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

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

EXHIBIT F – SAFETY STANDARDS

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

A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of *Fitness and Work Capacity*, 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 Equipment		
3. INCIDENT OR PROJECT NAME LOST CREEK		4. INCIDENT NUMBER WIF-2-061	5. OPERATOR (name) PAUL JONES	
6. EQUIPMENT MAKE Mechanic w/Service Truck		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.) Paul Jones - Mechanic, Type 1
	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 - DIV SUP.		19. DATE SIGNED 09/15/07

EXHIBIT H – 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
Description	Occurrence	Aggregate

CGL	\$1,000,000	\$2,000,000
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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

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 20th Street
LaGrande OR 97850
(541) 963-3168

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

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

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

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

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

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

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

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

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

EXHIBIT H**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 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 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
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 I – NOT APPLICABLE

EXHIBIT J –ADVANTAGES**Mechanic w/Truck Type 1**

<u>Factors</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points**</u>
Current ASE Certifications*	Both Truck and Auto Master	10	5	50
	Truck Master Only	8		40
	Auto Master Only	7		35
	5 or more certificates	5		25
Vocational School or Manufacture Diesel/Heavy Equipment Mechanic certificate	Yes	10	7	70
	No	0		0
Experience In years Heavy Equipment	10+	10	8	80
	6 to 9	5		40
	3 to 5	0		0

Mechanic w/Truck Type 2 & 3

<u>Factors</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points**</u>
Current ASE Certifications *	Both Truck and Auto Master	10	5	50
	Truck Master Only	8		40
	Auto Master Only	7		35
	5 or more certificates	5		25
Current EVT Certifications	Master	10	7	70
	Level II	8		56
	Level I	6		42
Experience In years	10+	10	8	80
	6 to 9	5		40
	3 to 5	0		0
Fire Apparatus Mechanic	5+ years working primarily on fire apparatus	10	10	100
	0-4 years	0		0