

**AWARD DATA**

Orders May Be Placed Through 6/30/2013

Fire Protection Services, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

USDI BLM – Salem, Eugene, Coos Bay, Roseburg, Medford and Lakeview District Offices

BLM Contract No.: HAC088J00

BLM contact: Yuri Yoshida Dyson, Contracting Officer, 503-808-6229

Contractor: Oregon Department of Forestry  
2600 State Street Building D  
Salem, OR 97310  
503-945-7444

For exhibits, contact: Jessica Clark at 503-808-6226

Maximum Order Limitation (MOL) and 30-day MOL is to be determined by upcoming contract modification.

SECTION B - SCHEDULE OF ITEMS

This is a five-year indefinite-delivery, indefinite-quantity contract for the fire protection services shown below, for work occurring primarily on federal lands in Oregon. The schedule below represents the work estimated for the first year of the contract, for evaluation purposes only. The offeror shall enter a price for each item below. These prices will be used to determine the price for each task order.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Total Amount</u>
1	Prevention		
A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	North Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
	Subtotal Item 1		\$ _____
2	Detection		
A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	North Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
	Subtotal Item 2		\$ _____
3	Initial Attack Readiness		
A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	North Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____

## SECTION B - SCHEDULE OF ITEMS (Cont.)

Solicitation No. HAR082020

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Total Amount</u>
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
Subtotal Item 3			\$ _____
4	Initial Attack Suppression Services Prior to Use of Emergency Fund		
A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	North Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
Subtotal Item 4			\$ _____
5	Initial Attack Suppression Services Emergency Fund Costs		
A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	North Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
Subtotal Item 5			\$ _____

## SECTION B - SCHEDULE OF ITEMS (Cont.)

Solicitation No. HAR082020

## 6 Special Fire Protection Measures

A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	North Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
		Subtotal Item 6	\$ _____

## 7 Extreme Risk Mitigation Measures

A	Douglas Forest Protective Association	LS	\$ _____
B	Southwest Oregon Fire Protection District	LS	\$ _____
		Subtotal Item 7	\$ _____

## 8 Overhead Services

A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	North Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
		Subtotal Item 8	\$ _____

## SECTION B - SCHEDULE OF ITEMS (Cont.)

Solicitation No. HAR082020

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Total Amount</u>
9	Headquarters Services		
A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
		Subtotal Item 9	\$ _____
10	Direct Contract Administration Services		
A	South Cascade District, Sweet Home/Eastern Lane Unit	LS	\$ _____
B	Northwest Oregon Area	LS	\$ _____
C	North Cascade District, Santiam Unit	LS	\$ _____
D	Western Lane Forest Protection District	LS	\$ _____
E	Coos Forest Protective Association	LS	\$ _____
F	Douglas Forest Protective Association	LS	\$ _____
G	Southwest Oregon Fire Protection District	LS	\$ _____
H	Klamath Lake Forest Protection District	LS	\$ _____
		Subtotal Item 10	\$ _____
11	Fuels Management Project Work		
A	Prescribed Burning	60 Days	\$ _____
B	Fuels Treatments	15.5 Days	\$ _____
C	Enhancement of Fire Facilities	18.5 Days	\$ _____
D	Community Involvement & Collaborative Planning	52 Days	\$ _____
		Subtotal Item 11	\$ _____
		TOTAL BID ITEMS 1 - 11 (ALL OR NONE)	\$ _____

PERFORMANCE TIME: September 1, 2008 through June 30, 2013  
ESTIMATED START WORK DATE: September 1, 2008

# WESTERN OREGON CONTRACT

## FISCAL YEAR 2009 BID

Solicitation No. HAR082020

Contract Performance Time: 5 years from 9/1/2008 to 6/30/2013

Bid Period: 9/1/2008-6/30/2009.

### SCHEDULE OF ITEMS FOR ALL ODF DISTRICTS

1	PREVENTION		\$1,272,310
2	DETECTION		\$605,591
3	INITIAL ATTACK READINESS		\$3,079,047
4	INITIAL ATTACK SUPPRESSION SERVICES: PRIOR TO USE OF EMERGENCY FUND		\$319,272
5	INITIAL ATTACK SUPPRESSION: EMERGENCY FUND COST		\$181,964
6	SPECIAL FIRE PROTECTION MEASURES		\$21,000
7	EXTREME RISK MITIGATION MEASURES		\$389,970
8	OVERHEAD SERVICES		\$53,915
9	HEADQUARTERS SERVICES		\$443,341
10	DIRECT CONTRACT ADMINISTRATION		\$0
11	FUELS MANAGEMENT PROJECT WORK		\$387,807
10	FISCAL YEAR 2009 GRAND TOTAL SCHEDULE OF BID ITEMS		\$6,754,217

**SCHEDULE OF ITEMS FOR ALL DISTRICTS**

1								PREVENTION							
District		Unit					Amount								
A	South Cascade District	LS					\$106,534								
B <sup>1</sup>	Northwest Oregon District	LS					\$32,822								
C <sup>2</sup>	North Cascade District	LS					\$52,284								
D <sup>2</sup>	West Oregon District	LS					\$40,831								
F	West Lane District	LS					\$108,145								
G	Coos Fire Protection Association	LS					\$115,385								
H	Douglas Fire Protection Association	LS					\$305,081								
I	Southwest District	LS					\$481,240								
J	Klamath District-Timber	LS					\$29,070								
K	Klamath District-Grazing	LS					\$918								
Total Prevention								\$1,272,310							

2								DETECTION							
District		Unit					Amount								
A	South Cascade District	LS					\$50,708								
B <sup>1</sup>	Northwest Oregon District	LS					\$15,622								
C <sup>2</sup>	North Cascade District	LS					\$24,886								
D <sup>2</sup>	West Oregon District	LS					\$19,435								
F	West Lane District	LS					\$51,475								
G	Coos Fire Protection Association	LS					\$54,921								
H	Douglas Fire Protection Association	LS					\$145,211								
I	Southwest District	LS					\$229,059								
J	Klamath District-Timber	LS					\$13,837								
K	Klamath District-Grazing	LS					\$437								
Total Detection								\$605,591							

3								INITIAL ATTACK READINESS							
District		Unit					Amount								
A	South Cascade District	LS					\$257,816								
B <sup>1</sup>	Northwest Oregon District	LS					\$79,430								
C <sup>2</sup>	North Cascade District	LS					\$126,530								
D <sup>2</sup>	West Oregon District	LS					\$98,813								
F	West Lane District	LS					\$261,717								
G	Coos Fire Protection Association	LS					\$279,237								
H	Douglas Fire Protection Association	LS					\$738,309								
I	Southwest District	LS					\$1,164,623								
J	Klamath District-Timber	LS					\$70,350								
K	Klamath District-Grazing	LS					\$2,222								
Total Initial Attack Readiness								\$3,079,047							

- Northwest Oregon Protection District includes Astoria District, Forest Grove District and Tillamook District. This is not to be confused with the Northwest Oregon Area which includes: Astoria District, Forest Grove District, Tillamook District, North Cascade District and West Oregon District.
- For purposes of Preparedness Plans and Budget calculation North Cascade District and West Oregon District fall within the Salem BLM District.



**SCHEDULE OF ITEMS FOR ALL DISTRICTS**

4 INITIAL ATTACK SUPPRESSION: SERVICES PRIOR TO EMERGENCY FUND							
	District	Unit					Amount
A	South Cascade District	LS					\$15,852
B <sup>1</sup>	Northwest Oregon District	LS					\$7,694
C <sup>2</sup>	North Cascade District	LS					\$9,712
D <sup>2</sup>	West Oregon District	LS					\$10,083
F	West Lane District	LS					\$28,788
G	Coos Fire Protection Association	LS					\$32,024
H	Douglas Fire Protection Association	LS					\$71,978
I	Southwest District	LS					\$133,695
J	Klamath District-Timber	LS					\$9,030
K	Klamath District-Grazing	LS					\$416
Total Services Prior to Emergency Fund							<u>\$319,272</u>

5 INITIAL ATTACK SUPPRESSION: EMERGENCY FUND COST							
	District	Unit					Amount
A	South Cascade District	LS					\$14,901
B <sup>1</sup>	Northwest Oregon District	LS					\$7,232
C <sup>2</sup>	North Cascade District	LS					\$9,130
D <sup>2</sup>	West Oregon District	LS					\$9,478
F	West Lane District	LS					\$19,141
G	Coos Fire Protection Association	LS					\$18,568
H	Douglas Fire Protection Association	LS					\$37,048
I	Southwest District	LS					\$60,095
J	Klamath District-Timber	LS					\$5,884
K	Klamath District-Grazing	LS					\$487
Total Emergency Fund Cost							<u>\$181,964</u>

6 SPECIAL FIRE PROTECTION MEASURES							
	District	Unit		Acres	Rate		Amount
A	South Cascade District	LS					\$0
B <sup>1</sup>	Northwest Oregon District	LS					\$0
C <sup>2</sup>	North Cascade District	LS					\$0
D <sup>2</sup>	West Oregon District	LS					\$0
F	West Lane District	LS					\$0
G	Coos Fire Protection Association	LS					\$0
H	Douglas Fire Protection Association	LS					\$0
I	Southwest District	LS					\$21,000
J	Klamath District-Timber	LS					\$0
K	Klamath District-Grazing	LS					\$0
Total Special Fire Protective Measures							<u>\$21,000</u>

1. Northwest Oregon Protection District includes Astoria District, Forest Grove District and Tillamook District. This is not to be confused with the Northwest Oregon Area which includes: Astoria District, Forest Grove District, Tillamook District, North Cascade District and West Oregon District.

2. For purposes of Preparedness Plans and Budget calculation North Cascade District and West Oregon District fall within the Salem BLM District.

**SCHEDULE OF ITEMS FOR ALL DISTRICTS**

7 EXTREME RISK MITIGATION MEASURES								
	District	Unit					Amount	
A	South Cascade District	LS					\$0	
B <sup>1</sup>	Northwest Oregon District	LS					\$0	
C <sup>2</sup>	North Cascade District	LS					\$0	
D <sup>2</sup>	West Oregon District	LS					\$0	
F	West Lane District	LS					\$0	
G	Coos Fire Protection Association	LS					\$0	
H	Douglas Fire Protection Association	LS					\$100,000	
I	Southwest District	LS					\$289,970	
J	Klamath District-Timber	LS					\$0	
K	Klamath District-Grazing	LS					\$0	
	Total Contract Administration							<u>\$389,970</u>

8 OVERHEAD SERVICES								
	District	Unit					Amount	
A	South Cascade District	LS					\$4,321	
B <sup>1</sup>	Northwest Oregon District	LS					\$1,808	
C <sup>2</sup>	North Cascade District	LS					\$2,282	
D <sup>2</sup>	West Oregon District	LS					\$2,369	
F	West Lane District	LS					\$5,523	
G	Coos Fire Protection Association	LS					\$5,407	
H	Douglas Fire Protection Association	LS					\$11,676	
I	Southwest District	LS					\$17,501	
J	Klamath District-Timber	LS					\$2,911	
K	Klamath District-Grazing	LS					\$118	
	Total Overhead Services							<u>\$53,915</u>

9 HEADQUARTERS SERVICES								
	District	Unit					Amount	
A	South Cascade District	LS					\$35,250	
B <sup>1</sup>	Northwest Oregon District	LS					\$16,964	
C <sup>2</sup>	North Cascade District	LS					\$21,610	
D <sup>2</sup>	West Oregon District	LS					\$22,333	
F	West Lane District	LS					\$45,969	
G	Coos Fire Protection Association	LS					\$44,296	
H	Douglas Fire Protection Association	LS					\$97,448	
I	Southwest District	LS					\$148,399	
J	Klamath District-Timber	LS					\$10,642	
K	Klamath District-Grazing	LS					\$430	
	Total Headquarters Services							<u>\$443,341</u>

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2. For purposes of Preparedness Plans and Budget calculation North Cascade District and West Oregon District fall within the Salem BLM District.

**SCHEDULE OF ITEMS FOR ALL DISTRICTS**

10 DIRECT CONTRACT ADMINISTRATION SERVICES							
	District	Unit					Amount
A	South Cascade District	LS					\$0
B <sup>1</sup>	Northwest Oregon District	LS					\$0
C <sup>2</sup>	North Cascade District	LS					\$0
D <sup>2</sup>	West Oregon District	LS					\$0
F	West Lane District	LS					\$0
G	Coos Fire Protection Association	LS					\$0
H	Douglas Fire Protection Association	LS					\$0
I	Southwest District	LS					\$0
J	Klamath District-Timber	LS					\$0
K	Klamath District-Grazing	LS					\$0
Total Contract Administration							<u>\$0</u>

11 FUELS MANAGEMENT PROJECT WORK							
	District	Unit		Acres	Rate		Amount
A	Prescribed Burning	60 Days					\$43,500
B	Fuels Treatments	15.5 Days					\$275,001
C	Enhancement of Fire Facilities	18.5 Days					\$35,298
D	Community Involvement & Coll Plan	52 Days					\$34,008
Total Fuels Management Project Work							<u>\$387,807</u>

<b>TOTAL OF ALL SCHEDULED ITEMS</b>							<b>\$6,754,217</b>
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- Northwest Oregon Protection District includes Astoria District, Forest Grove District and Tillamook District. This is not to be confused with the Northwest Oregon Area which includes: Astoria District, Forest Grove District, Tillamook District, North Cascade District and West Oregon District.
- For purposes of Preparedness Plans and Budget calculation North Cascade District and West Oregon District fall within the Salem BLM District.

**RESPONSE TO SOLICITATION – HAR082020  
FIRE PROTECTION SERVICES, WESTERN OREGON**

**RESPONSE TO SECTION L**

**L.1.0 TECHNICAL PROPOSAL**

**Technical Approach for Accomplishing Tasks – Section C.5**

In response to the tasks specified in Section C.5 of this Solicitation, the Oregon Department of Forestry (hereinafter referred to as State or ODF) will provide district fire mobilization plans annually to the appropriate BLM District office located in the state of Oregon. The fire mobilization plans provide detailed action and mitigation plans for implementation at the ODF district level, for the purpose of wildland fire prevention, detection and suppression activities that serve the citizens of Oregon.

The construction of the plans is specifically in accordance Oregon state law, and assures compliance with the requirements of the BLM Western Oregon Fire Protection Services contract. A copy of each plan will be submitted to the BLM Region office prior to contract award in August 2008.

- ♦ C.5.0 Specific Tasks
  - **C.5.1 Item 1 – Fire Prevention**
    - Fire prevention and preparedness plans for public lands as well as industrial operations are developed and implemented at the ODF District level, following statutory and State policy guidance to ensure legal requirements are met. Plans are constructed and published to be executable in accordance with the BLM Fire Suppression contract. Prevention plans provide detailed operational instruction for ensuring industrial operations are inspected with the frequency prescribed for high-risk, medium-risk, and low-risk operations. Inspection of BLM timber sale and service contract activities are specifically addressed within the prevention plans. Prevention plans are tailored to the needs of the local area, and include multi-agency cooperation between the State, federal and local government agencies. Expectations for ODF communication with BLM District CORs are incorporated into the plans.
  - **C.5.2 Items 2, 3, and 7 – Detection, Initial Attack and Extreme Risk Mitigation**
    - The State will provide plans that describe the appropriate levels of detection and initial attack preparedness activities as conditions warrant during high-risk performance periods based on NFDRS indices. Extreme-

risk mitigation plans will be developed and submitted to State BLM COR as described in this contract, and shall include details to assure detection and reporting will occur on a 24 / 7 weekly basis using combined ODF, local government, public and industry based reporting systems. The detection and initial attack preparedness plans also outline the operating procedures and notification processes to provide services during low-risk performance periods.

○ **C.5.3 Items 4 and 5 – Fire Suppression**

- State actions to control and suppress fires are initiated and completed in accordance with the requirements and standards outlined in Section 5.3, and incorporate incident management standards in accordance with 2008 edition of the Interagency Standards for Fire and Fire Aviation Operations. ✓
- A Letter of Direction, established by the BLM, shall be accepted by ODF for the purpose of providing resource protection and land management guidance to ODF incident management teams during fire incidents. ODF Incident Commander will continue to initiate aggressive fire suppression strategy and tactics in accordance with the Letter of Direction. ✓  
Assignment of BLM Resource Advisors during size class C or larger fires will be characterized in ODF fire mobilization plans to ensure understanding and communication of fire suppression actions that will minimize damage and protect resources.

ODF Districts develop and implement annual fire plans that acknowledge the range of actions required under the Contract, including but not limited to the assignment and positioning of personnel and equipment resources for fire suppression. Fire plans outline operational objectives and strategies, in coordination with BLM District Manager and COR guidance, to: initiate and maintain aggressive suppression; analyze and establish objectives for conducting operations and determination of need for incident management team implementation; transition of command and control of fire incident management; assignment of financial responsibility for BLM and ODF.

○ **C.5.4 Detection and Initial Attack Standards and Objectives Applicable to the High-Risk Period**

- ODF Districts develop and implement annual fire plans that acknowledge the range of actions required under the Contract, including but not limited to the assignment and positioning of personnel and equipment resources for fire suppression. Plan components will specify local resource assignment and strategies to comply with specific detection objectives, initial attack standards, mop-up objectives, and contact coordination to ensure BLM notification / reporting objectives are accomplished.

○ **C.5.5 Item 6 – Special Fire Management Measures**

- ODF anticipates annual notification from BLM Districts in the State that identifies lands which are known to require special fire management measures. ODF annual fire plans provide specific descriptions and operational measures to address special fire management measures within BLM management areas and ODF protection districts. ODF will cooperate with contract modification negotiations to ensure compliance and mutual understanding of the impact of action items required to address special fire management measures, including cost increases or decreases as a result of the resources needed to comply with this clause.
- **C.5.6 Fire Notification**
  - ODF will comply with the BLM fire reporting requirement of notification within 30 minutes of fires discovered on BLM lands, including specific legal descriptions, fire behavior, suppression actions, suspected cause and values threatened. ODF anticipates reciprocated reporting standard for BLM notification to ODF of wildland fires that are discovered by BLM.
  - ODF will immediately notify BLM of fires escaping initial attack.
- **C.5.7 Evidence of Fire Cause**
  - ODF has developed and implemented protocols for initial attack resources to locate and protect the fire cause at the point of origin. Investigation tactics, observation methods, and reporting requirements and record keeping are communicated through delivery of regular arson investigation training as well as addressed within ODF fire plans.
- **C.5.8 Resource Protection**
  - ODF District fire plans include incident management objectives and operations that acknowledge BLM resource management objectives, for the range of incident types – generally Type 3 to Type 1. ODF district fire plans address suppression tactics and strategies to acknowledge and respond to BLM resource management objectives for Type 3 incidents occurring and being managed by ODF districts. District fire plans also provide detailed guidance to ODF incident management teams to take suppression actions that contemplate and coordinate with BLM resource management objectives. When ODF manages Type 1 or 2 incidents with an incident management team, the ODF Incident Commander is responsible for communication and coordination with BLM to achieve the objectives of a Letter of Direction, conduct daily briefings and notifications to the BLM COR, and to continue aggressive fire suppression concurrently.
  - ODF District fire plans include protocols for performing rehabilitation of damages resulting from State's suppression operations. ODF Districts will communicate with BLM to discuss and implement rehabilitation measures that are considered in compliance with BLM standards and principles.

- **C.5.9 Debriefings and Contract Reviews**
  - Prior to release of an ODF incident management team from a Type 1 or 2 incident, ODF District Forester and Incident Commander will provide a debriefing to the BLM District COR. The purpose of the debriefing includes but is not limited to description of work completed and remaining, costs, suppression tactics that worked or need improvement, resources remaining, and resource rehabilitation plans. Type III fire management debriefing will be conducted as a notification to BLM District COR that the fire has been controlled plus cost, resources used, work to be done and fire patrol plans.
  - ODF Districts will schedule an annual contract performance review with BLM Districts, prior to December 31, to discuss fire season objectives, successes and problems encountered, and to provide remedies and solutions for future contract performance. Results of the annual contract performance meeting will be distributed to ODF leadership and BLM contracting authorities as a means of communicating operational and policy changes to contract performance expectations.
- **C.5.10 Reports**
  - ODF District fire plans incorporate BLM information requirements and timelines for submitting monthly or quarterly high-risk performance periods reporting to local BLM Districts. ODF fire plans also include instructions for submittal of Individual Fire Report DI-1202 including maps of all fires 10 acres in size and greater to local BLM Districts.
- **C.5.11 Fuels Management Project Work**
  - ODF Districts are authorized to accept requests for and perform project work upon request from local BLM Districts, including but not limited to examples outlined in Section C.5.11 of the BLM contract such as prescribed burning, fuel treatments, enhancement of fire facilities and community involvement and collaborative planning. Acceptance and agreement to perform the project work will be prioritized based upon availability of ODF personnel and equipment necessary to perform the work. ODF will retain the right to immediately re-assign personnel and equipment resources for high priority suppression or stand-by assignments as needed to meet ODF operational objectives.
  - ODF Districts will accept and process BLM Task Orders as the method to record a request for and conduct the project work for local BLM Districts.

**L.2.0           FORMAT AND CONTENT OF COST PROPOSAL**  
**Section B – Schedule of Items**

The Schedule of Items has been prepared with one year of estimated costs for the period September 1, 2008 through June 30, 2009. Future year estimated prices shall be submitted by ODF at intervals specified in the contract, but not less than annually.

**L.3.0           FORMAT AND CONTENT OF MANAGEMENT PROPOSAL**

- ♦ L.3.1 Section K – Representations, Certifications and Other Statements of Offerors, has been completed.
- ♦ L.3.2 Section J – Small Business and Small Disadvantaged Business Subcontracting Plan has been completed accordingly.

**L.4.0           PROPOSAL SUBMITTAL**

Proposal is submitted in accordance with delivery terms specified in Section L.4.2



**Response for Exhibit 4**

**Oregon Department of Forestry  
ADMINISTRATION OF SUBCONTRACTING PROGRAM  
Compliance with FAR 52.219-9**

The following subcontracting plan is hereby submitted to satisfy the applicable requirements of Public Law 95-507, Section 52.219-9.

The Oregon Department of Forestry substantially utilizes small / disadvantaged / women-owned businesses to provide key wildfire suppression resources. As a state of Oregon governmental agency, all subcontracting procurement and utilization is governed by specific statutes and legislative authorization to provide competitive procurement opportunity to the full range of businesses.

The Oregon Department of Forestry (ODF) is an agency of the state of Oregon. Procurement by ODF is generally centralized in Salem, Oregon. Authority for procurement is contained in Oregon Revised Statute 279.A, 279.B, and 279.C, and all state agencies are required to comply with those statutes unless otherwise exempted. ODF does not have separate goals for small business or small disadvantaged businesses.

The State Procurement Office of Department of Administrative Services oversees all statewide goals, and facilitates compliance with ORS 279A.100 and 279A.140, and provides goals through The Office of Minority, Women, and Emerging Small Business administers the Disadvantaged Business Enterprise (DBE), Minority Business Enterprise/Women Business Enterprise (MBE/WBE), and Emerging Small Business (ESB) Programs.

ODF use of contract services and supplies for wildfire suppression varies each year due to the differences in fire season severity in Oregon and within the region. Due to the nature of the services being provided, the typical business structure of contracted resources are Small Business Concerns, Small Disadvantaged business concerns, and Women-owned business concerns.

1. Goals – Percentage of Anticipated Contract Services

a.	Small business	46%
b.	Small disadvantaged business	42%
c.	Women-owned business	12%

2. Dollars to be Subcontracted

a.	Anticipated Average Annual Expenditures	\$8,700,000
b.	Contract dollars anticipated	
	▪ Small business	\$4,002,000
	▪ Small disadvantaged business	\$3,654,000
	▪ Women-owned business	\$1,044,000

3. Principle Services and Supplies To Be Subcontracted

ODF relies upon subcontracting to procure several essential wildfire suppression services and supplies. Typically those items include contract labor (crews, engines and tenders), emergency local contract rental of equipment with operators (dozers, lowboys), call-when-needed aviation resources (fixed wing and helicopters), and aerial retardant. For over two decades those services and supplies have been provided by small, disadvantaged and women owned businesses. Every effort is made to ensure procurement procedures and contract administration is conducted in a manner that educates and encourages small and disadvantaged business ownerships to participate in wildland fire suppression efforts in Oregon.

4. Development of Stated Goals

Existing data on the of contract business concern's size and ownership was analyzed and evaluated to develop the stated goals.

5. Sources for Solicitation of Business Concerns / Equitable Procurement Opportunity

The state of Oregon actively promotes competitive procurement and solicits small business and small disadvantaged business contractors. ODF, as required by the state of Oregon, utilizes the Oregon Procurement Information System (ORPIN) as required by ORS 279, and procurement opportunities are readily available to the broad spectrum of contractors. The Office of Minority, Women, and Emerging Small Business is immediately notified of opportunities through this system, and assists those businesses with responding to solicitations.

6. Indirect costs were not specifically associated with the subcontracting plan.

7. Subcontracting Program Administration

The Workforce Capacity & Fire Policy Manager is assigned duties that include general overall responsibility for reviewing, monitoring and execution of the subcontracting plan, in accordance with USDOJ BLM Solicitation HAR082020, and state of Oregon procurement requirements.

Robert Young  
Workforce Capacity & Fire Policy Manager  
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2600 State Street Building D  
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8. Equitable Procurement Opportunity – See Section 5 above.

9. "Utilization of Small Business Concerns" Clause – FARs pertaining to this clause and federal procurement practices are included in subcontracts in accordance with this BLM contract.
10. Cooperation with Federal Surveys and Reporting Requirements – ODF will comply with requirements as described.
11. Records of Procurements and Solicitation of Business Concerns – ODF will comply with this Contract requirement as described while remaining in compliance with the statutory and administrative requirements of Oregon procurement law.

**RESPONSE TO SOLICITATION – HAR082020  
FIRE PROTECTION SERVICES, WESTERN OREGON**

**Response for Exhibit 4**

**Oregon Department of Forestry  
ADMINISTRATION OF SUBCONTRACTING PROGRAM  
Compliance with FAR 52.219-9**

The following subcontracting plan is hereby submitted to satisfy the applicable requirements of Public Law 95-507, Section 52.219-9.

The Oregon Department of Forestry substantially utilizes small / disadvantaged / women-owned businesses to provide key wildfire suppression resources. As a state of Oregon governmental agency, all subcontracting procurement and utilization is governed by specific statutes and legislative authorization to provide competitive procurement opportunity to the full range of businesses.

The Oregon Department of Forestry (ODF) is an agency of the state of Oregon. Procurement by ODF is generally centralized in Salem, Oregon. Authority for procurement is contained in Oregon Revised Statute 279.A, 279.B, and 279.C, and all state agencies are required to comply with those statutes unless otherwise exempted. ODF does not have separate goals for small business or small disadvantaged businesses.

The State Procurement Office of Department of Administrative Services oversees all statewide goals, and facilitates compliance with ORS 279A.100 and 279A.140, and provides goals through The Office of Minority, Women, and Emerging Small Business administers the Disadvantaged Business Enterprise (DBE), Minority Business Enterprise/Women Business Enterprise (MBE/WBE), and Emerging Small Business (ESB) Programs.

ODF use of contract services and supplies for wildfire suppression varies each year due to the differences in fire season severity in Oregon and within the region. Due to the nature of the services being provided, the typical business structure of contracted resources are Small Business Concerns, Small Disadvantaged business concerns, and Women-owned business concerns.

1. Goals – Percentage of Anticipated Contract Services

a.	Small business	46%
b.	Small disadvantaged business	42%
c.	Women-owned business	12%

2. Dollars to be Subcontracted

a.	Anticipated Average Annual Expenditures	\$8,700,000
b.	Contract dollars anticipated	
	▪ Small business	\$4,002,000
	▪ Small disadvantaged business	\$3,654,000
	▪ Women-owned business	\$1,044,000

3. Principle Services and Supplies To Be Subcontracted

ODF relies upon subcontracting to procure several essential wildfire suppression services and supplies. Typically those items include contract labor (crews, engines and tenders), emergency local contract rental of equipment with operators (dozers, lowboys), call-when-needed aviation resources (fixed wing and helicopters), and aerial retardant. For over two decades those services and supplies have been provided by small, disadvantaged and women owned businesses. Every effort is made to ensure procurement procedures and contract administration is conducted in a manner that educates and encourages small and disadvantaged business ownerships to participate in wildland fire suppression efforts in Oregon.

4. Development of Stated Goals

Existing data on the of contract business concern's size and ownership was analyzed and evaluated to develop the stated goals.

5. Sources for Solicitation of Business Concerns / Equitable Procurement Opportunity

The state of Oregon actively promotes competitive procurement and solicits small business and small disadvantaged business contractors. ODF, as required by the state of Oregon, utilizes the Oregon Procurement Information System (ORPIN) as required by ORS 279, and procurement opportunities are readily available to the broad spectrum of contractors. The Office of Minority, Women, and Emerging Small Business is immediately notified of opportunities through this system, and assists those businesses with responding to solicitations.

6. Indirect costs were not specifically associated with the subcontracting plan.

7. Subcontracting Program Administration

The Workforce Capacity & Fire Policy Manager is assigned duties that include general overall responsibility for reviewing, monitoring and execution of the subcontracting plan, in accordance with USDOJ BLM Solicitation HAR082020, and state of Oregon procurement requirements.

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8. Equitable Procurement Opportunity – See Section 5 above.
9. "Utilization of Small Business Concerns" Clause – FARs pertaining to this clause and federal procurement practices are included in subcontracts in accordance with this BLM contract.
10. Cooperation with Federal Surveys and Reporting Requirements – ODF will comply with requirements as described.
11. Records of Procurements and Solicitation of Business Concerns – ODF will comply with this Contract requirement as described while remaining in compliance with the statutory and administrative requirements of Oregon procurement law.

## SECTION C - SPECIFICATIONS APPLICABLE TO FIRE PROTECTION

### C.1.0 GENERAL

#### C.1.1 Objectives for Fire Protection

- C.1.1.1 Provide fire prevention, detection, initial attack, suppression, (including mop-up and rehabilitation), and reporting services on BLM (Government) lands in Western Oregon during the performance periods specified on the Schedule of Items. ODF shall be consistent with BLM resource management objectives in selecting suppression action alternatives. Provisions of this contract will apply only to the BLM lands affected.
- C.1.1.2 Provide for adjustments of protection and acreages as required by BLM. Adjustments to the level of protection and acreage will be accomplished by contract modification based on funding levels, current fire season severity, or management decision, and following joint meetings between BLM and ODF where modification alternatives are discussed. Notice of proposed adjustments to protection and acreages shall be given to ODF by January 1 of each year. ODF may request meetings be held to discuss modification alternatives. Where ODF does not request a meeting, a contract modification may be made without a joint meeting as provided in this section. The modification of contract acres or the performance periods will occur prior to April 1 of each year for each BLM District. The acreage to be protected may be reduced to allow for protection of the highest priority areas within available funding.
- C.1.1.3 BLM has the responsibility to suppress all fires that result from projects conducted by BLM employees, BLM escaped prescribed fires and prescribed fires that spread to private land. An agreement between the ODF District Forester/District Manager and the BLM District COR will describe requirements for notification and management of suppression action for prescribed fires that spread to private land. The fire will be managed as determined by an agreement made at the time of the fire.
- C.1.1.4 If a fire originates in a slash unit prior to treatment in accordance with BLM fuels management directives or in accordance with a subsequent fuels management plan, within three years from the time the slash unit was created, the BLM will be financially responsible for the suppression of the fire. To facilitate determination of which slash units fall under this provision, BLM will provide ODF yearly a list of slash units which require fuels management treatment to meet hazard reduction objectives. BLM will also provide ODF a list of units where the operator no longer holds any BLM obligations on the unit. BLM will bear financial responsibility for suppression should a fire originate in the unit. BLM will notify the ODF District the day prior to and day of any prescribed burn being ignited.
- C.1.1.5 ORS Chapter 477 will apply to all forest operations conducted on BLM lands protected under this contract except those operations conducted directly by BLM employees and prescribed burning. All liabilities and responsibilities under ORS Chapter 477 will apply to all BLM contractors and agents conducting activities on BLM lands as well as

- the general public; except that any landowner obligations, liabilities and responsibilities referenced by ORS 477 will be governed by the terms of this contract rather than ORS 477.
- C.1.1.6 If the State is unsuccessful in collecting fire suppression costs of fires caused by BLM contractors or operators, then the BLM's liability for those costs shall not exceed \$300,000.
- C.1.2 Fire Qualifications
- C.1.2.1 Performance under this contract requires the State to operate under the Incident Command System (ICS) for all suppression activity, including initial attack. The State and their subcontractors shall meet qualification and operational standards, as identified in the most current version of the Wildland Fire Qualification Guide NWCG 310-1, Part 1 and Part 2. As of the date of this solicitation is issued, the current version is dated January 2006. Should the Guide be revised during the contract period, individuals with active Position Task Books (PTB) will have no more than two years from issuance of the revision to complete the book. Individuals already qualified in a position will remain qualified in that position. If an individual has not yet been issued a PTB for a position with a revised standard, then the new standard will apply immediately.
- C.1.2.2 ODF shall submit a certified list of qualified personnel prior to June 1 of each year, and of seasonal employees within 15 days after the beginning of the high-risk performance period. These lists shall document all the ICS positions for which they are qualified. The ODF District records shall be maintained at the local ODF District Office, and be subject to inspection by the District COR upon request. Statewide records shall be maintained at ODF headquarters and be subject to inspection by the Statewide COR upon request.
- C.1.2.3 Use of Aircraft
- C.1.2.3.1 All aircraft and pilots used to transport Federal personnel shall be Office of Aircraft Services (OAS) or U.S. Forest Service (USFS) approved. ODF shall provide personal protective equipment (PPE) for federal personnel as required by OAS or USFS policies. When PPE is provided, federal personnel will be responsible for using personal protective equipment
- C.1.2.3.2 Aircraft and pilot certifications shall be maintained in the aircraft or be in the possession of the pilot and made available for inspection upon request by any Federal employee to be transported in that aircraft.
- C.1.3 Organizational Responsibilities - Contracting Officer's Representatives (COR) will be established for the State Office and each BLM District Office (DO). The District COR will be the point of contact for all technical issues, involving approval of plans and



administration of the contract. A list of COR's will be provided to ODF. These lists will be provided annually by April 1 and updated as changes occur.

The BLM District COR may designate project Inspectors (PI) locally. Copies of letters designating PI will be forwarded to the affected ODF office.

BLM District Managers (DMs) are responsible for the safe and efficient implementation of all fire management activities within their unit, including cooperative activities with other agencies in accordance with delegations of authorities (Interagency Standards for Fire and Fire Aviation Operations 2008). The DM retains line officer authority for all activities undertaken in accordance with this contract. The District COR is ODF's principal contact, and ODF is the agent conducting fire management activities for the BLM under the authority of this contract.

C.1.4 Project Area Locations - The areas covered by this contract includes all BLM lands in Western Oregon.

C.1.5 Delegation of Authority - The State is delegated authority from BLM to take action to suppress fires in accordance with C.5.3.

ODF is not delegated the authority to represent the BLM in the geographic area Multi-Agency Coordinating (MAC) group, nor any sub-geographic area MAC, nor any Unified Command structure, unless agreed to by the local BLM District Manager, on a case by case basis.

C.1.6 Fire Danger Rating System - The National Fire Danger Rating System (NFDRS) will be the fire danger rating system used. The NFDRS will be used to prepare and implement Specific Action and Preparedness Plans. ODF shall provide annually, by April 1, to each BLM District the basis (e.g. the catalog information) for the stations used in their NFDRS calculations. These plans will be evaluated based on the matrix in Appendix J, Exhibit 8.

C.1.7 Communications - The State shall provide communications adequate to maintain effective control over all resources on a fire on BLM land or multi-jurisdictional fires involving BLM land on that portion that is the responsibility of the contractor.

C.2.0 DEFINITIONS

BLM District: A designated office responsible for administration and management of lands within its boundary.

BLM Lands: Lands within Western Oregon under the ownership of the United States and administered by the BLM within the Salem, Eugene, Roseburg, Coos Bay, and Medford Districts, and a portion of the Klamath Resource Area of the Lakeview District, generally west of State Highway 97.

Cold Trailing: Method of controlling a partly dead fire edge by careful inspection and feeling with the hand to detect any fire and extinguishing it by digging out every live spot and trenching any live edge.

Contain: Completion of a control line around a fire and any associated spot fires which can reasonably be expected to stop the fire's spread. (Ref. Glossary of Wildland Fire Management Terms Used in the U.S., Society of American Foresters, July, 1990.)

Contractor: The State of Oregon, operating through the Oregon State Department of Forestry (ODF).

Control: Complete a control line, natural or manmade, around a fire, any spot fire there from, and any interior island to be saved, burnout any unburned area adjacent to the fire side of the control lines, and cool down all hot spots that are immediate threats to the control line so the line can be expected to hold under foreseeable conditions. Implies more thorough suppression than containing a fire. Cold trailing is an acceptable method of controlling a partly dead fire edge. (Ref. Glossary of Wildland Fire Management Terms Used in the U.S., Society of American Foresters, July 1990.)

Control Line: An inclusive term for all constructed or natural fire barriers and treated fire edge used to control a fire.

Detection: Activity directed at the discovery and reporting of fires from which initial attack action can be taken.

Detection - Specific Action and Preparedness Plan: Shows the number and approximate location of lookouts, patrols, etc. to perform the detection job at graduated fire danger levels.

Direct Contract Administration: Cost specifically incurred due to the contract. These costs, which will be deducted from gross costs from the ODF Districts, Areas, and Salem Headquarters prior to prorating, are specific to the contract and are not the responsibility of the other landowners of the State. Costs represent activities which include review and analysis of contract, gathering statistical information and writing reports, gathering financial data and preparing reports, etc.

Energy Release Component (ERC): An NFDRS output value, that is a number related to the available energy (BTU) per unit area (square foot) within the flaming front at the head of a fire.

Escaped Fire: A fire that is not contained within 24 hours of reporting, or a fire that is not contained which exceeds 10 acres in size.

Escaped Prescribed Fire: A prescribed fire which cannot be controlled using the total personnel and equipment, provided for in a prescribed fire plan or when conditions

exist which exceed the prescription parameters identified in the prescribed fire plan. An escaped prescribed fire can only be declared by BLM.

Fire-Safe Operation: An operation where likelihood of ignition has been reduced or where provisions are made for early discovery and suppression of a fire that may start.

Fire Suppression: All the work and activities connected with fire extinguishing operations beginning with initial attack and continuing until the fire is completely extinguished and until all rehabilitation, reviews, debriefings, reports, and financial accounting and cost collection are completed.

Fiscal Year (FY): The Federal FY is the period October 1 through September 30. The ODF FY is the period July 1 through June 30. Financial changes to the contract should have an effective date based on the ODF fiscal year.

Government: The Federal Government, operating through the Department of Interior, Bureau of Land Management (BLM).

Headquarters Costs: Costs incurred by ODF Salem Divisions funded by the Protection Fund (71-1). Limited to Protection Division, Graphics Section, and Communications Section. Costs are prorated based on total acres protected in Western Oregon.

Protection Division -

- Protection Studies, Fire Reports, Fire Protection Assessments Dispatch, Fire Cache
- Office Management and Support
- Supervision of above activities

Graphics Section -

- District Fire Maps

High-risk Operation:

1. Cable logging operations meeting one or more of the following criteria:

South or west aspect; average slope of unit which exceeds 60%; highly dissected topography with blind leads with high potential for line rub; or predominantly old growth timber.

2. Any clear-cut harvesting operation adjacent to 50 or more acres of contiguous untreated slash less than 5 years old.

High-risk Performance Period: The period identified when the average ERC exceeds the 50th percentile ERC value for at least three consecutive days, with no precipitation forecasted, as determined by ODF for each ODF District.

Extreme-risk Performance Period: The period identified when the ERC exceeds the 90<sup>th</sup> percentile ERC value for at least three consecutive days, a potential for a Haines Index of 5 or greater, the 1000 hr fuel moisture is 13% or less and a 6-10 day forecast with no precipitation is forecasted.

Incident Commander: Responsible for fire suppression activities including the development and implementation of strategic decisions and for approving the ordering and release of resources.

Incident Command System: As defined within Fireline Handbook, NWGG PMS 410-1, November 1989, the combination of facilities, equipment, personnel, procedures and communications operating within a common organizational structure with responsibility for the management of assigned resources to effectively accomplish stated objectives pertaining to an incident.

Incident Management Team: A command team organized under the incident command structure which is capable of expanding to accommodate increasing complexity and number of resources.

Industrial Fire Costs: Costs incurred by the ODF Area and District specifically related to Industrial Fire Activities (other than BLM operations inspections) including supervision. Costs are prorated on the total number of timber acres protected.

Initial Attack: The action taken by personnel, equipment and aircraft listed on the preplanned dispatch cards for a given fire danger level with the intent of bringing a fire under control.

Initial Attack Readiness: All actions taken by ODF Districts to prepare for the suppression of fire. Includes, but not limited to, cost of personnel, equipment, and supplies; facilities; maintenance of equipment and supplies; transportation for personnel and equipment; and training.

Initial Attack - Specific Action and Preparedness Plan: Shows the amount and type of personnel, equipment and aircraft required to perform in accordance with fire danger levels on BLM land.

Initial Attack Suppression: Services prior to use of Oregon Forest Land Protection Fund (OFLPF) - Actions taken to suppress a fire beginning at the time a fire is reported

and continuing to the time when the ODF District deductible is met for use of the OFLPF.

OFLPF Costs - The acreage assessment required for expenditure of money from the OFLPF to suppress fires on BLM lands.

Low-risk Operation:

1. Predominantly hardwood tractor/skidder operation being conducted on a moist valley bottom area or north or east aspect with slopes not exceeding 30%;
2. Operations with low risk of fire start even during periods of severe fire weather. These include, but are not limited to, routine road maintenance (grading, cleaning ditches or culverts spot rocking, or roadside brushing), and rock crushing in fire safe areas such as a gravel pit. Concurrence of the District COR is required in assigning low-risk designations to operations not specifically noted in this section.

Low-risk Performance Period: The period identified as being outside of any determined high-risk period.

Medium-risk Operation:

1. Cable operations not identified as high risk.
2. Tractor/skidder operations.
3. Pre-commercial thinning operations.

Letter of Direction: A written letter of direction, prepared and approved by the BLM, to the Incident Commander in charge, in accordance with established procedures, that identifies levels of resource protection and suppression response to a fire that has escaped initial attack.

Mop-up: To locate and physically extinguish all fire within a designated area by the efficient use of water, dirt, chemical agents, or any combination thereof, in all burning, smoldering, or burned material.

ODF: Oregon Department of Forestry. The State of Oregon forest management agency to which authority for fire prevention, detection, initial attack, and wildfire suppression is delegated under the terms and conditions of this contract. All ODF organization units, as well as the Coos and Douglas Forest Protective Associations (CFPA and DFPA, respectively) and the Walker Range Patrol Association (WRPA) are considered to be part of ODF. The term ODF is used interchangeably with the term State in this contract.

OFLPF: Oregon Forest Land Protection Fund The OFLPF is a revolving fund established by the Oregon Legislature as an insurance fund with the purpose of equalizing (reimbursing) emergency fire suppression costs among Oregon's fire

protection districts/associations. The emergency funding system is designed to operate as an “insurance policy” whereby all districts contribute (pay premiums) into the fund so that money is available to any individual district/association to pay emergency fire suppression costs. Emergency fire suppression costs are defined as those fire suppression costs in excess of \$25,000 in any single day with multiple fire starts or per individual fire, which are incurred by a forest protection district/association for fire protection resources/costs in excess of their regularly budgeted fire suppression resources/costs.

Overhead Costs: Costs incurred by the ODF District and Area offices funded by the ODF district’s/association’s Fire Protection Fiscal Budget and specifically related to the Protection from Fire Program.

Preparedness: All actions involved in the location and allocation of resources in order to be prepared to detect and suppress wildland fires. This normally consists of hiring and training personnel; making ready all vehicles, equipment, and facilities; acquiring normal supplies and aircraft; assuring agreements and contracts are ready, etc.

Prevention: A preparedness activity directed at reducing the number or type of fires, or the intensity of fires that occur, including both public and industrial activities.

Prevention - Specific Action and Preparedness Plan: Shows the number of personnel and actions to be taken on fire danger levels for the purpose of preventing fires.

Rehabilitation: Correcting physical damages done to resources caused by the fire suppression effort. This can consist of but is not limited to such activities as water barring hand and machine fire lines or trails, pulling in the berms, scattering of slash on the dozer and hand lines, removal of camp refuse from the fire and camp areas, cleaning and repairing damage to riparian areas, cleaning out ditches, correcting damage to fences and waterlines, and seeding of firelines if grass seed is made available by BLM while State resources are still on the site.

Resource Advisor: A technical specialist assigned to provide direction and advice as per C.5.8, Resource Protection.

Slash Unit: A unit which has an accumulation of activity and/or natural fuels, such as branches, limbs, and other vegetation resulting from timber harvest or pre-commercial thinning.

State: Oregon Department of Forestry. See definition of ODF, above.

Waiver: The act of allowing a fire-safe operation to continue when, under the prevailing Industrial Fire Precaution Level (IFPL), it would otherwise not be permitted to operate.

### C.3.0 STATE-FURNISHED PROPERTY AND SERVICES

The State shall furnish all personnel, supplies, equipment, vehicles, aircraft, and facilities to perform prevention, detection, and fire suppression on Western Oregon BLM lands. The State shall also furnish all prevention, detection and initial attack plans and reports as required by the contract.

See Section F for a summary of deliverable items by ODF under the terms of this contract.

#### C.4.0 GOVERNMENT-FURNISHED EQUIPMENT/SUPPLIES/SERVICES

C.4.1 BLM may furnish personnel, equipment, data, and aircraft on an as-requested basis subject to availability for BLM land for initial attack, suppression, and other fire management activities on a reimbursable basis. ) BLM resources will have Crew Time Reports and Equipment Use shift tickets signed by an ODF representative on a daily basis. BLM will provide the following documentation to support an invoice for payment to ODF:

- 1) Invoice with description of service, date (s) of service and fire name.
- 2) Copy of Resource Order(s)
- 3) Accounting reports for amount of invoice (project report).
- 4) Supporting documents to be included:
  - a) Payroll report to support hours billed by person
  - b) Equipment usage report and rates charged
  - c) Daily aircraft invoice to support all aircraft charges

C.4.2 Agency authority to recover suppression costs and damages from parties causing a fire varies depending on contracts, agreements, permits, or statutes. The Authorized Representatives of ODF and BLM will mutually agree as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the party (ies) liable for such costs and damages. Such strategy may alter interagency billing procedures, timing, and content as otherwise provided in this contract. Either agency may independently pursue civil actions against third parties to recover suppression costs and damages.

C.4.3 ODF will provide the BLM logo on all prevention signing. The logo will be of equal size to the ODF logo.

#### C.5.0 SPECIFIC TASKS

ODF shall provide specific action and preparedness plans; prevention, detection, initial attack, and suppression services; resource protection; fire notification services; fire investigation reports as soon as available; debriefings and contract reviews; and reports. Prescribed fire and fuels treatment projects may also be performed.

The specific plans constitute the services and resources that ODF will provide, and will form the basis of the contract cost to the BLM.

Although ODF Incident Mobilization Plans are a good source of much of the information required under this contract, they are insufficient documents by themselves for the purpose of this clause.

C.5.1 **Item 1 - Fire Prevention**

C.5.1.1 The State shall implement the prevention specific action and preparedness plans.

C.5.1.2 Except in Klamath County, the State shall inspect each site of BLM timber sale and service contract activity utilizing power driven equipment when equipment is in operation, at least once during the high-risk period for the purpose of fire prevention. As a minimum, the frequency of follow-up inspection by operation type is specified below:

1) High-Risk Operation - Follow-up inspection of high-risk operations shall be conducted once monthly at IFPL I, and once every two weeks when the IFPL is II or III.

2) Medium-Risk Operation - Follow-up inspection of medium-risk operations shall be conducted once monthly at IFPL II and III.

3) Low-Risk Operation - Follow-up inspection will not normally be conducted on low-risk operations.

a) ODF shall obtain District COR approval prior to issuing all waivers from IFPL provisions including conditions of the waiver for work on BLM land, and provide a copy of the waiver to the District COR within three working days of issuance. One condition of a waiver at IFPL II or III shall be the requirement for inspection prior to operation under the waiver, and once every two weeks thereafter to check for compliance, unless in consultation with the District COR, it is agreed that this level of inspection is not necessary due to the fire-safe nature of the operation. When waivers are issued under IFPL IV, each operation for which a waiver has been issued shall be inspected weekly.

b) Copies of industrial fire inspections shall be mailed to the District COR on a weekly basis.

c) The District COR will inform the State when BLM timber sales and service contracts begin operating during the high-risk period.

d) The State shall implement the public use restrictions on lands with intermingled ownership or corridors leading to solid blocks of public land, on an interagency basis with District COR concurrence. The interagency



agreement on public use restrictions will be used to coordinate such restrictions.

C.5.2 **Items 2, 3 and 7 – Detection, Initial Attack and Extreme Risk Mitigation**

C.5.2.1 The State shall implement the detection- and initial attack-specific action and preparedness plans.

C.5.2.2 The State shall provide appropriate levels of detection and initial attack preparedness activities during the high-risk performance period based on NFDRS indices in accordance with approved detection and initial attack specific action and preparedness plans. Any plans developed to provide extra resources for periods of extreme fire danger should be included in this section. An Extreme-risk Mitigation Plan, demonstrating the need for additional resources and estimated costs will be submitted to the State BLM COR by July 1<sup>st</sup> annually by the District COR, as described in C.2.0 Definitions – Extreme-risk Performance Period. Detection and reporting shall be based on maintaining 24-hour per day, 7-day per week coverage using a variety of sources including but not limited to patrols, public, 911 emergency, industry, and agency reporting systems.

C.5.2.3 The State shall provide detection and initial attack preparedness services covering the low-risk performance period.

C.5.3 **Items 4 and 5 -Fire Suppression**

C.5.3.1 Upon the occurrence of a wildland fire, the State shall take immediate action to control and suppress the fire. ODF shall provide the appropriate Fire Danger Pocket Card to all incoming, out of the area, Federal suppression resources on fires being managed by ODF.

A BLM Resource Advisor may be assigned by the local BLM District for any BLM fire for which ODF takes suppression action. One or more BLM resource advisors will be assigned for all size class C and larger fires. The role of the resource advisor is to help determine fire suppression action that will minimize suppression damage to natural and cultural resources, and to aid in the determination of emergency suppression rehabilitation needs. The local BLM District resource standards and procedures will be in effect for each fire.

C.5.3.2 All Size Class C and larger fires not mopped up within 48 hours of containment shall have a mop-up plan as part of each Incident Action Plan by day. The plan shall include work to be done, resources needed, projected cost and completion date. The plan shall be provided to the BLM Project Inspector or District COR.

C.5.3.3 Suppression of Fires Escaping Initial Attack

C.5.3.3.1 On fires escaping initial attack, the State shall continue with aggressive suppression unless ordered to discontinue action by the District COR. Should ODF determine that

an Incident Management Team is required, they will order one through normal dispatch channels to accomplish the fire suppression effort. A Letter of Direction from the BLM District Manager will be issued to the Incident Commander (IC) of the incoming team. BLM may assume the suppression effort for BLM escaped prescribed fires and under unusual circumstances may assume management of some fires which escape initial attack on BLM lands when State forces are committed and the State is incapable of meeting contract standards. Considerations for BLM management of suppression efforts are:

- a. Fire is entirely on BLM land, and;
- b. Fire has potential to burn significant BLM acres and/or resources.

C.5.3.3.2 The decision for BLM management of fires will be made by the BLM District Manager. All suppression costs will be the responsibility of the BLM for fires that they choose to manage. Joint fire actions shall utilize ODF and BLM personnel in a Unified Command.

C.5.3.4 When BLM assumes management of fires under C.5.3.3, transition from ODF management to BLM management shall be done under a transition plan developed jointly by the ODF District Forester, Incident Commander, and the BLM. The transition plan shall be provided to the Incident Commander of the incoming Incident Management Team upon their arrival at the fire. All resources, including State resources, will remain on the fire for use in suppression actions to ensure continued aggressive suppression action and an orderly transition until released by the IC in accordance with the transition plan.

C.5.3.5 If BLM assumes management of a fire in accordance with C.5.3.4, or one which has the potential to become multi-jurisdictional, the fire will be managed under a unified or joint command as defined in the 2008 publication of the Interagency Standards for Fire and Fire Aviation Operations. Any significant changes from the 2008 edition will require a contract modification.

C.5.3.6 A Letter of Direction shall be developed by the District COR, for all fires escaping initial attack. A Letter of Direction shall be used to provide the Incident Commander with specific resource protection and land management guidance on BLM lands during suppression activities. The acceptable Letter of Direction format will be the current BLM standard, which may change periodically over the life of this contract. The Letter of Direction will likely include concerns and objectives of other affected landowners.

C.5.3.7 Effective fire suppression shall not be compromised during preparation of the Letter of Direction. The incident commander shall have final authority to select the strategy and tactics to suppress the fire in accordance with the objectives established in the Letter of Direction. Aggressive suppression action will continue during the resolution of any identified conflicts between affected landowners.

C.5.4 Detection and Initial Attack Standards and Objectives Applicable to the High-Risk Period

C.5.4.1 Detection Objective - 75% of all fires shall be detected within 2 hours of origin or prior to reaching 0.5 acre in size.

C.5.4.2 Initial Attack Standard - The State shall control 94% of all fires before they exceed 10 acres in size during both performance periods. The percentage of fires controlled at 10 acres or less will be determined by the following:

Number of fires originating on all BLM land that are controlled at ten acres or less regardless of ownership, plus number of fires that exceed 10 acres due to BLM written direction; divided by the total number of fires that originate on BLM land.

C.5.4.3 Mop-up Objective - The State shall complete mop-up of all fires of 10 acres or less within 72 hours of containment.

C.5.4.4 Notification Objective - 99% of all fires detected on or threatening BLM lands shall be reported to the BLM District dispatch within 30 minutes of discovery.

C.5.5 **Item 6 -Special Fire Management Measures** - Annually, prior to February 1, each BLM District will identify to the State areas on BLM lands which are known to require special fire management measures and describe the special measures to be taken. The District COR or Resource Advisor may designate other areas as requiring special fire management measures on a case-by-case basis. Where special fire management measures result in increased or decreased costs of preparedness or suppression, such increases or decreases will be handled by contract modification. Modifications for suppression actions will be based on actual increased or decreased costs. Detection and initial attack specification and preparedness plans shall describe the special fire management measures to be taken on each area.

C.5.6 Fire Notification - Fires detected on or threatening BLM lands shall be reported within 30 minutes of discovery to the BLM District dispatch. Notification shall include legal description, size, fire behavior, suppression action being taken, suspected cause, and values threatened. If the fire escapes initial attack, the State shall immediately notify the BLM District Dispatch. BLM will report all wildland fires that come to their attention on BLM lands to ODF immediately.

C.5.7 Evidence of Fire Cause - Initial attack forces shall search for and protect evidence of fire cause at the point of origin and shall make a preliminary determination of cause. En route to the fire initial attack forces shall observe and record events that may aid any fire investigation. All records from the time of reporting of the fire, including all evidence shall be made part of a fire investigation file. For all fires, except for escaped prescribed fires, the State shall conduct investigations, establish and maintain a case file, and shall provide all information to the District COR immediately upon request at

any stage of the investigation. BLM reserves the right to participate in any and all fire investigations.

C.5.8 Resource Protection

C.5.8.1 BLM resource management objectives shall be followed when ODF is conducting suppression action on BLM lands. Where suppression actions are not consistent with BLM resource management objectives, the IC shall document the rationale for the decision.

a. For wildfires escaping initial attack with no assignment of a management team (usually a Type III incident), the State shall base suppression tactics and strategies on BLM resource objectives and concerns identified in a Letter of Direction and briefing by the District COR. The Incident Commander shall use this information when directing tactics.

b. For wildfires escaping initial attack with an assignment of a management team, (usually a Type I or II incident), the State shall base suppression tactics and strategies on special environmental and resource management objectives and concerns identified in the Letter of Direction and District COR briefings. The BLM will assign a resource advisor to the incident to advise the IC, or a designated representative. The District COR will give a briefing and written direction to ODF in the presence of the incident commander on fire and resource objectives, including reducing damage to soils, watershed, cultural values and wildlife habitat. The written direction and advice shall be used in managing the incident and be reflected in incident action plans.

C.5.8.2 The Incident Commander shall conduct daily briefings and notify the District COR, project inspector, and the assigned resource advisor of the schedule for those briefings to discuss the management of the fire.

C.5.8.3 Use of mechanized fireline construction equipment shall be limited in those area(s) identified under C.5.5, Special Fire Management Measures. All mechanized fireline construction shall be closely supervised and be located and performed in a manner that considers the firefighting objectives and provides protection to soil, watershed values, air, cultural and other resources identified by BLM.

C.5.8.4 If an Area Command is established for any fire(s) covered under this contract, the District COR, or the COR's designee will represent the BLM at the Command Level.

C.5.8.5 The State shall perform rehabilitation of damages resulting from the State's suppression operations in accordance with a rehabilitation plan developed jointly with the BLM, and based upon BLM resource management objectives. Rehabilitation measures may include, but are not limited to, any of the items specified under Rehabilitation in C.2.0, Definitions. It is recognized that fireline rehabilitation on BLM administered public lands may be slightly different than rehabilitation measures normally practiced by

ODF. Rehabilitation of damage to natural resources by the fire itself is not considered to be fireline rehabilitation.

#### C.5.9 Debriefings and Contract Reviews

C.5.9.1 The District Forester and Incident Commander shall provide a debriefing to the District COR prior to release of the incident management team following Type I or II fires. The debriefing shall include work completed and uncompleted, costs, tactics which were successful or unsuccessful, resources remaining on the incident, and rehabilitation plans. For Type III fires, the District forester and the IC shall inform the District COR that the fire has been controlled, and notify the District COR of costs, resources used, work to be done, and plans to patrol the fire.

C.5.9.2 Prior to December 31, each protection district shall participate in a contract review with the appropriate District COR (See L.1.4.2) to discuss contract performance, including problems encountered and solutions recommended for subsequent performance periods. ODF and BLM District personnel shall compile and submit reports of these reviews to their respective contracting authorities for a meeting with the Contracting Officer to improve effectiveness of the fire protection contract.

#### C.5.10 Reports

C.5.10.1 The State shall, at the end of each month during the high-risk performance period; and quarterly otherwise (Dec. 1, Mar. 1, June 1), provide to each District COR a Prevention Activity Record describing prevention work accomplished either on ODF's volition or on an interagency basis. Activity records shall include date, location, description of activity, target group or problem, and numbers contacted.

C.5.10.2 The State shall, within **5** working days after a fire is declared out on BLM lands, submit to the appropriate District COR the fire report elements required by the BLM to complete the Individual Fire Report, DI-1202. A map of all fires 10 acres in size and greater will also be submitted. Specific procedures for submitting the necessary fire report information shall be arranged individually by the local BLM District and the corresponding ODF office, and documented in the Initial Attack Specific Action and Preparedness Plan.

C.5.10.3 The State shall report all fires on BLM to the respective District COR or duty dispatcher prior to 0815 daily using the Interagency Situation Report format. In addition, the State shall notify the BLM of all fires on BLM lands within 30 minutes.

The State shall complete Blocks 0, 1, and the Large Fire Narrative Section of the DI-1202 report, attached in Section J. Verbal confirmation is sufficient if there is no change from the previous reporting period. Information contained in Block 1 of the Situation Report for fires on BLM land shall be reported to the Northwest Coordination Center (NWC) according to ownership at the point of origin. Each agency shall report only their acres to NWC.

C.5.10.4 Information reported in Block 7 for fires covered under this contract shall be reported to NWC by the State. An example of an incident number for a fire on the BLM Coos Bay District regardless of who provides protection is OR-CBD-378. The incident number (Block 7a) shall be completed in the following format:

[State] - [Unit at point of origin] - [Locally assigned number]

C.5.10.5 An ICS 209 (Incident Status Summary) shall be submitted by 1700 daily to the appropriate District COR for fires in excess of 101 BLM acres or when a Type I or II Incident Management Team is assigned. The timing of the submission of the ICS 209 may be changed on an individual incident basis, depending on the requirements of the Area Command, MAC, or Northwest Interagency Coordination Center (NWC) data requirements.

C.5.11 Fuels Management Project Work - Subject to availability of State personnel and equipment resources, the BLM may request services from ODF for the accomplishment of prescribed burning, fuel treatments, enhancement of facilities used in fuels project work, community involvement and collaborative planning. The following are examples of potential services:

C.5.11.1 Prescribed Burning - services such as fireline construction or maintenance, personnel and equipment for assisting BLM in conducting prescribed burning and mop-up, and patrolling prescribed fire units.

C.5.11.2 Fuel Treatments - services such as posting of the boundaries of hazardous fuels reduction project units, marking vegetation that may need to be removed to reduce the wildfire hazard, and hand or machine piling of slash.

C.5.11.3 Enhancement of Fire Facilities – services such as maintenance or assistance in the installation of field facilities, such as pump chances, heliponds, helipads, RAWS stations, smoke monitoring equipment and other facilities associated with fuel management or the enhancement of suppression capabilities.

C.5.11.4 Community Involvement and Collaborative Planning – services such as assisting BLM in the identification of priority fuel treatment areas that threaten communities at risk adjacent to BLM lands; the planning of collaborative projects; and planning associated with the creation or maintenance of Community Wildfire Protection Plans (CWPP's).

C.5.11.5 The services will be described by task order (see Section J, Exhibit 6), and payment will be made as described in paragraph E.3.1.4. State personnel and equipment resources will remain available for suppression or stand-by assignments, even though they may be involved in project work.

## SECTION E - INSPECTION/PAYMENT

### E.1.0 INSPECTION OF SERVICES--COST-REIMBURSEMENT. 52.246-5 (APR 1984)

- a. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
  - b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
  - c. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
  - d. If any of the services performed do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
  - e. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.
- E.1.1 Review of accounting systems and record keeping will be in accordance with the Single Audit Act of 1984. Also, when special assistance or records are needed for inspection, sixty days advance notice will be given.
- E.1.2 If performance standards subject to payment deductions are not met in a given year, effort shall be taken and documented to resolve perceived performance problems. If the failure is due to poor judgment or departure from Specific Action and Preparedness Plans, payment deductions will be made as specified in E.3.4. When the plans have been followed or reasonable judgment exercised, deductions will not be made for that year, but plans must be improved and deductions will be made if standards are not met in any future year.

### E.2.0 PAYMENT

E.2.1 Invoices for prevention, detection and initial attack readiness and suppression shall be submitted to the Statewide COR at the price listed in the Schedule of Items in arrears. Invoices shall include the information shown below:

- a. Name of contractor and invoice date.
- b. Contract number.
- c. Description, price, and quantity of services actually rendered.

E.2.2 The invoices will be submitted and paid by BLM in the following manner:

- a. October 1 - 60% of the estimated total contract amount.
- b. April 1 - 30% of the estimated total contract amount, including a debit or credit for the actual cost incurred by ODF in their previous fiscal year. Such debits or credits will be applied to the amount owed, rather than be a cash reimbursement to the BLM or ODF.
- c. July 1 - 10% of the estimated total contract amount.

### E.3.0 PAYMENT FOR SPECIFIC TASKS

#### E.3.1 Preparedness, Suppression, and Other Services

E.3.1.1 The Contractor will be paid for services listed on the Schedule of Items for all acres protected on an actual cost basis by the number of acres protected. The final invoice for each year shall be supported by detailed data to substantiate costs incurred, including financial management expenditure runs. The final contract payment for services performed through June 30 will be made following a detailed review of the April 1 billing.

E.3.1.2 BLM will reimburse ODF for their actual increased cost of suppression of fires if, due to specific action or lack of action directed in writing by the District COR, suppression of the fire was adversely affected.

E.3.1.3 The State will be reimbursed for the actual cost incurred by the State for:

- a. Suppression of any fires resulting from projects conducted by BLM employees, whether ignition occurred on BLM lands or on private land.
- b. Suppression of BLM escaped prescribed fires which spread to private land.
- c. Performing suppression action on escaped prescribed fires on BLM lands as requested by BLM.



d. Suppressing fires originating in a slash unit as described in C.2.0 and C.1.1.4.

ODF shall submit fire cost summaries as described in Paragraph E.3.1.3.3 to the District COR for review and concurrence prior to submitting an invoice.

E.3.1.3.1 After agreement between ODF and the District COR on items to be billed and costs incurred, invoices shall be submitted in original and 2 copies to the District COR. To constitute a proper invoice, the invoice must include the following information:

(1) Name of contractor and invoice date.

(2) Contract number.

(3) Description, price, and quantity of services actually rendered.

(4) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(5) Fire name (if applicable) and BLM fire number for suppression action.

E.3.1.3.2 Invoices must be sent to each appropriate Contracting Officer's Representative.

E.3.1.3.3 Fire Cost Summaries for Reimbursable Fires

a. Fire cost summaries in support of actual costs by individual fire shall consist of the State or Association Financial System computer expenditure runs of all costs for which reimbursement is requested. This shall include items such as travel, supplies, materials, equipment, regular time, overtime, premium pay, aircraft use, transportation, and reconditioning of equipment. Include all costs directly related to employees, such as workers' compensation and fringe benefits. One partial payment may be made for each large fire based on invoices for actual costs. Partial payments will be made in the amount of 80% of the computer-generated summary.

b. Final billings shall be supported by fire time reports, equipment use logs and/or invoices, invoices for materials and supplies, travel vouchers, and all other pay documents generated for payment of expenses on each fire. These documents need not be submitted with the fire cost summaries, but shall be made available at the request of BLM, in accordance with the Reimbursable Fires Billings Procedure attached in Section J.

c. Administrative overhead, which includes costs incurred in the normal course of doing business regardless of the existing fire suppression action, are excluded and shall not be charged.

E.3.1.4 BLM will reimburse ODF for their actual cost for fuels management project work requested under C.5.11, as described in task orders originating from the District CORs. ODF will invoice the BLM District office for which the task order applies. Individual task order invoices will be paid by BLM upon receipt.

E.3.2 Payment for tasks not listed above, such as plan preparation, fire investigations, fire notifications, debriefings, contract reviews and reports will not be separately measured or paid for and will be considered incidental to the price for detection and initial attack readiness listed in the Schedule of Items.

E.3.3 The estimate for OFLPF will be determined by ODF each year by June 30, based on actual usage of the Oregon Forest Land Protection Fund; the estimate or actual charge will be \$0.05 per acre, without a contract modification, except that in Klamath Falls, will be \$0.075 per acre.

In the event the OFLPF has a projected negative balance on July 1<sup>st</sup> of any year, OAR 629-061-0075 provides that the Emergency Fire Cost Committee may request a transfer of funds from the State Treasurer, and then consequently must notify the State Forester of the need to increase taxes and assessments to the OFLPF the following year in the amount adequate to assure repayment of the transfer of funds and associated interest charges. BLM will be notified by July 1<sup>st</sup> of any fiscal year in which an additional assessment for repayment of any OFLPF deficit will occur, and what the additional acreage assessment will be beyond the \$0.05 per acre (\$0.075 in Klamath Falls).

#### E.3.4 Payment Deductions

E.3.4.1 If the initial attack standard set forth in C.5.4 is not met, payment deductions will be made for each percentage point below 94%, rounded to the nearest full point, based upon actual excess acres burned. For fires exceeding 10 acres, the acres burned beyond 10 acres per fire will be considered excess, unless the additional acreage was a result of following BLM written direction. If payment deductions are due under E.1.2, the calculation of the deduction will be as follows:

1/4 of 1% of the total estimated contract price for each percentage point if less than 50 excess acres were burned on BLM land;

1/2 of 1% of the total estimated contract price for each percentage point if 50-99 excess acres were burned on BLM land;

3/4 of 1% of the total estimated contract price for each percentage point if 100-150 excess acre were burned on BLM land;

1% of the total estimated contract price for each percentage point if more than 150 excess acres were burned on BLM land.

E.3.4.2 In addition to E.3.4.1, if any escape is due to negligence by the State, the present value of investments into the resource plus the future market value of the resource damaged discounted to current year dollars will be deducted from payments to the State; provided, however, that in no event shall the State's liability under this clause exceed the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300.

E.3.5 The Items on the Schedule of Items correspond to the following ODF Cost Centers.

<u>Items</u>	<u>Description</u>	<u>ODF Cost Center</u>
1	Prevention	Initial Attack & Readiness and Industrial Fire
2	Detection	Initial Attack & Readiness and Industrial Fire
3	Initial Attack Readiness	Initial Attack & Readiness and Industrial Fire
4, 5	Initial Attack	Suppression Deductibles plus OFLPF Acreage Assessment
6	Special Fire Protection Measures	Assigned by District or Area
7	Extreme Mitigation Measures	Initial Attack & Readiness and Industrial Fire
8	Overhead Services	Area, Local, Protection (including Graphics)
9	Headquarters Services	Area, Local, Protection (including Graphics)
10	Direct Contract Administration Services	Direct Contract Administration Services (Project Number)
11	Fuels Management Project Work	

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1.0 SUMMARY OF DELIVERABLES

<u>Deliverable</u>	<u>Due</u>	<u>Reference</u>
Prevention Activity Record	Monthly (High Risk)	C.5.10.1
Prevention Activity Record	Quarterly (Otherwise)	C.5.10.1
Fire Qualification Records Permanent Employees Seasonal Employees	June 1 Within 15 days of beginning high-risk period.	C.1.2.2
Specific Action and Preparedness Plans	Prior to Contract Award	J, Exhibit 8
Fire Notification	Within 30 minutes of discovery	C.5.6
Evidence of Fire Cause	Upon BLM request	C.5.7
Mop-up Plan	48 hours after fire escapes containment	C.5.3.2
Transition Plan	Upon arrival of BLM Incident Mgmt. Team	C.5.3.4
Individual Fire Report DI-1202	Within 5 days after fire declared out	C.5.10.2
Interagency Situation Report	By 0815 daily	C.5.10.3
Incident Status Summary ICS 209	By 1700 daily	C.5.10.5
Extreme Risk Mitigation	By July 1 <sup>ST</sup>	C.5.2.2

## SECTION G - CONTRACT ADMINISTRATION

### G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

## G.2.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

## G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE, PROJECT INSPECTOR, AND RESOURCE ADVISOR

G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.3.3 The Resource Advisor reports to incident commander or designated representative, participates in development of incident action plan, collects and validates environmental information, determines environmental restrictions, provides environmental analysis information to fire overhead.

## G.4.0 RELEASE OF CLAIMS

Release of claims (Form DI-137) - following the completion of contract work, a release of claims form will be sent to the contractor for signature. As provided under FAR 52.232-25, the due date for final payment will be 30 days after the contractor furnishes the Release of Claims to the paying office.

## G.5.0 NOTICE TO PROCEED

G.5.1 After award of contract, the COR will issue to the Contractor a written notice to proceed for work under Items 1-10 and for each task order issued under Item 11. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.5.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 PROSECUTION OF THE WORK

H.1.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.1.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.1.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

### H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be to damage due to weather conditions or fire danger. The Contractor will be given a resume work order that will document the date the work suspension ends. An allowance has been included in the contract time for short-term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.2.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section 1, FAR 52.242-14.

### H.3.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of

the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

#### H.4.0 ALTERNATE DISPUTES RESOLUTION

The Government and ODF will utilize the alternate disputes resolution procedures as described in Exhibit 9, Section J, in an attempt to resolve disputes which have been the subject of a Contracting Officer's decision, prior to requesting a formal hearing by the Appeals Board or the Claims Court. The procedures listed are suggested methods. Other methods may be used if agreed by the parties.

#### H.5.0 CONFLICT OF INTEREST

H.5.1 It is the policy of the Department of the Interior to avoid contracts, award of which could, in the judgment of the Contracting Officer, create potential conflict of interest. Such a situation could occur in connection with this effort, where a Contractor or any of its subcontractors have business, financial, real property, mineral rights, or other interests which, upon award of this contract, would create conflicting roles which could potentially bias a Contractor's judgment and thus impede the Government's objective of obtaining impartial, technically sound, and objective assistance in performing this effort. Any request for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof.

H.5.2 The Contractor, or any of its officers or representatives, shall not involve itself in any situation during performance of this contract: which may result in conflicts as contemplated above. Failure to comply with this clause may be cause for termination of this contract for default.

H.5.3 The Contractor must disclose any interest that may develop after contract award which may result in its placement in a conflicting role with its performance of this agreement. Failure to comply with this may be cause for termination of this contract for default.

#### H.6.0 INCREMENTAL FUNDING

Sufficient funds are not currently available to cover the full scope of work for this contract. It is the Government's intention to award a contract having incremental funding features as described in Section I, entitled "Limitation of Funds." Under this clause, an initial amount will be obligated in the basic contract: covering either the first year or first phase(s) of performance or some other period as determined by the Contracting Officer. Additional funds may be allotted by contract modification up to the full estimated cost of the contract. However, the Government will not be obligated to reimburse the Contractor for costs in excess of the current allotment, nor will the

Contractor be obligated to continue performance and incur costs in excess of the amount allotted.

#### H.7.0 OVERHEAD DETERMINATION

H.7.1 Overhead or indirect costs as defined in FAR 2.101 shall be allowable according to the cost principles stated in Part 31 of the FAR. Final indirect costs determined under this contract may be based upon an audit of actual costs incurred by the Contractor and in the interim, indirect costs shall be reimbursed according to billing rates acceptable to the Contracting officer.

H.7.2 In the event that the final indirect costs proposed by the Contractor or recommended by an auditor exceed the billing rates, the Contractor will not be excused from compliance with the terms of the "Limitation of Cost" or "Limitation of Funds" clause included in the contract.

#### H.8.0 TECHNICAL DIRECTION

H.8.1 Performance of the work under this contract shall be subject to the technical direction of the Statewide or District CORs designated by the Contracting Officer. The term "technical direction" is defined to include the following

(a) Directions to the Contractor which shift work emphasis between work areas of a task, require pursuit of certain lines of inquiry within the contract's scope, fill in details, or otherwise serve to complete the description of the contractual work requirements.

(b) Provisions of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(c) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

H.8.2 Technical direction must be within the general scope of work state in the contract. The Statewide or District COR does not have the authority to, and may not, issue any technical direction which:

(a) Constitutes an assignment of additional work outside the scope of the contract;

(b) Constitutes a change as defined in the contract clause entitled "Changes;"

(c) In any manner causes an increase or decrease in the total estimated contract cost or the time required for contract performance;

(d) Changes or waives any of the expressed terms, conditions, or specifications of the contract; or



(e) Interferes with the Contractor's right to perform the terms and conditions of the contract;

(f) Gives supervision to Contractor's employees.

H.8.3 All technical directions shall be issued in writing by the Statewide or a District COR or shall be confirmed by him/her in writing within three working days after the verbal issuance. Receipt of verbal technical direction shall not relieve the Contractor from notifying the Contracting Officer within five working days after receipt.

H.8.4 The Contractor shall proceed promptly with the performance of technical directions duly issued by the Statewide or a District COR in the manner prescribed by this clause and within his authority under the provisions of this clause.

H.8.5 If, in the opinion of the Contractor, any instruction or direction by the Statewide or a District COR falls within one of the categories as defined above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instruction or direction and shall request the Contractor Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(a) Advise the Contractor that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" clause of the contract;

(b) Inform the Contractor not to perform under the direction and to cancel the direction; or

(c) Confirm that the conduct of which the Contractor gave notice constitutes a "Change" and when necessary direct the mode of further performance.

H.8.6 A failure of the Contractor and Contracting Officer to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the contract clause entitled "Disputes."

#### H.9.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the

initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.10.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT  
REGISTRATION

H.10.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.10.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

SECTION I - CONTRACT CLAUSES (APPLICABLE TO COST-REIMBURSEMENT)

CLAUSES INCORPORATED BY REFERENCE 48 CFR 52.252-2 (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>Clause Reference</u>	<u>Title</u>	<u>Clause Date</u>
52.202-1	Definitions	(JUL 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(SEP 1996)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(SEP 2007)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(SEP 2006)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustment and Asset Revisions	(OCT 2004)
52.215-17	Waiver of Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(JUL 2005)
52.216-07	Allowable Cost and Payment	(DEC 2002)
52.216-11	Cost Contract - No Fee	(APR 1984)
52.217-8	Option to Extend Services	(NOV 1999)
The last sentence of the clause shall read, "The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of expiration of the contract."		
52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	(MAY 2004)
52.219-09	Small Business Subcontracting Plan	(APR 2008)
52.219-16	Liquidated Damages - Subcontracting Plan	(JAN 1999)
52.222-02	Payment for Overtime Premiums	(JUL 1990)

52.222-03	Convict Labor	(JUN 2003)	
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	(JUL 2005)	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)	
52.222-26	Equal Opportunity	(MAR 2007)	
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(SEP 2006)	
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)	
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(SEP 2006)	
52.222-41	Service Contract Act of 1965, as Amended	(NOV 2007)	
52.222-42	Statement of Equivalent Rates for Federal Hires	(MAY 1989)	
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)	
52.223-06	Drug-Free Workplace	(MAY 2001)	
52.227-01	Authorization and Consent	(DEC 2007)	
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	(DEC 2007)	
52.228-07	Insurance - Liability to Third Persons - Deviations	(MAR 1996)	
	Change the first sentence in subparagraph (c)(2) of the clause to read "For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise but subject to the 'Limitation of Cost' or 'Limitation of Funds' clause of this contract."		
52.232-09	Limitation on Withholding of Payments	(APR 1984)	
52.232-17	Interest		(JUN 1996)
52.232-18	Availability of Funds	(APR 1984)	
52.232-22	Limitation of Funds	(APR 1984)	
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-25	Prompt Payment	(OCT 2003)	
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	(MAY 1999)	
52.233-01	Disputes (July 2002) -- Alternate I	(JUL 2002)	
52.233-03	Protest After Award	(AUG 1996)	
52.236-06	Superintendence by the Contractor	(APR 1984)	
52.236-07	Permits and Responsibilities	(NOV 1991)	
52.242-01	Notice of Intent to Disallow Costs	(APR 1984)	
52.242-13	Bankruptcy	(JUL 1995)	
52.242-15	Stop-Work Order, Alternate I	(AUG 1989)	
52.243-02	Changes - Cost-Reimbursement -- Alternate I	(AUG 1987)	
52.244-02	Subcontracts	(JUN 2007)	
52.244-05	Competition in Subcontracting	(DEC 1996)	
52.244-06	Subcontracts for Commercial Items and Commercial Components	(MAR 2007)	
52.246-05	Inspection of Services - Cost-Reimbursement	(APR 1984)	

52.246-25	Limitation of Liability - Services	(FEB 1997)
52.249-06	Termination (Cost-Reimbursement)	(MAY 2004)
52.249-14	Excusable Delays	(APR 1984)
52.251-01	Government Supply Sources	(APR 1984)
52.252-06	Authorized Deviations in Clauses	(APR 1984)
52.253-01	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)
1452.204-70	Release of Claims - Department of the Interior	(JUL 1996)
1452.215-71	Use & Disclosure of Proposal Info – Department of the Interior	(APR 1984)

SECTION J - LIST OF ATTACHMENTS

EXHIBIT 1 - PREVENTION WORK SCHEDULE

EXHIBIT 2 - INDIVIDUAL FIRE REPORT, DI-1202

EXHIBIT 3 - INTERAGENCY SITUATION REPORT

EXHIBIT 4 - SAMPLE SUBCONTRACTING PLAN OUTLINE

EXHIBIT 5 - ALTERNATE DISPUTES RESOLUTION

EXHIBIT 6 - SAMPLE TASK ORDER

EXHIBIT 7 - PREPAREDNESS PLAN REQUIREMENTS

EXHIBIT 8 – SAMPLE PREPAREDNESS PLAN EVALUATION FORM

## EXHIBIT 7 - PREPAREDNESS PLAN REQUIREMENTS

### 1.0 Prevention - Specific Action and Preparedness Plans

1.1 The State shall analyze, as a minimum, the last 10 years of historical data to determine fire prevention problems and shall develop actions to prevent specific fire occurrences. The State shall develop plans targeting general and specific fire causes on BLM land. The plan shall be based on timely fire investigation, identification and analysis of fire causes and trends, implementation of prevention strategies, and represent Federal fire policy.

1.2 The State shall prepare and implement a specific action and preparedness plan, which shall include these minimums:

- a. Fire prevention sign plan. Include the BLM logo on signs on or near BLM lands.
- b. Public contact schedule, including activities such as; patrols of high risk areas, Smokey Bear and sports, office contacts, recreation site visits, schools fire prevention education, programs, and the role of fire in ecosystems of western Oregon.
- c. Implementation of the Industrial Fire Precaution Level system except in Klamath County, which includes initial and follow-up fire inspections and their frequency.
- d. Interagency news releases.
- e. ODF participation in fire prevention cooperatives.
- f. Implementation of interagency public use restrictions.

1.3 Format of plan - The plan shall include the following elements as separately identified sections:

- a. Statement of prevention objectives.
- b. Narrative on prevention strategies by specific fire cause.
- c. Analysis of specific fire cause, suppression costs, resource and property damages.
- d. Narrative description of fire prevention assignments.
- e. Prevention work schedule by year. See Exhibit 5, Section J.

### 2.0 Detection-Specific Action and Preparedness Plans

2.1 The State shall annually analyze the last 10 years of historical fire records to determine fire occurrence patterns and develop a detection plan for each ODF District and unit to meet BLM detection objectives with subdivisions to address high and low risk performance periods.

2.2 The plans covering the high-risk performance period shall include levels of detection activities commensurate with fire risk. Detection and reporting shall be based on maintaining 24-hour per day, 7-day per week coverage using a variety of sources including but not limited to patrols, public, 911 emergency, industry, and agency reporting systems. Plans shall include all potential detection/reporting systems available, and shall meet the following standards:

- a. Aerial surveillance plan for lightning occurrence days based on a Lightning Detection System output, as available;
  - b. Fixed lookout with their operating schedules and maps showing their locations and seen areas for the Medford, Roseburg, and Lakeview BLM Districts only. Seen area maps not immediately available will be developed on a mutually-agreed-upon schedule;
  - c. Temporary lookouts during National Weather Service (NWS) predicted lightning activity levels 3, 5 and 6 advisories and during Extreme fire danger for all Districts, with maps showing locations and seen areas. Seen area maps not immediately available will be developed on a mutually-agreed-upon schedule;
  - d. Ground surveillance patrol areas during periods of High and Extreme fire danger, high human-caused fire risk, and during periods of multiple lightning occurrence, including maps of patrol areas;
  - e. Provide a narrative describing the actions to be taken for each of the above elements.
- 2.3 The plans covering the low-risk performance period shall include levels of detection activities commensurate with fire risk.
- 2.4 Format of plan - The plan shall include the following elements as separately identified sections:
- a. Personnel staffing plan showing name, phone number, position, function, location and hours of duty of all detection personnel.
  - b. Map showing the location and seen area of any fixed lookouts, plus operating procedures, including hours operated. Seen area maps not immediately available may be developed on a mutually-agreed-upon schedule.
  - c. A map showing the location of planned temporary lookouts.
  - d. Aerial detection plan activation schedule based on lightning detection system outputs.
  - e. Ground surveillance patrol area maps and approximate patrol routes.
  - f. A description of how ODF will coordinate and receive calls from the public through 911 emergency notification networks, industry, and other agency reporting systems.
- 3.0 Initial Attack-Specific Action and Preparedness Plans
- The State shall develop initial attack plans to meet BLM initial attack standards subdivided to address high and low risk performance periods. The State shall implement plans for initial attack with capability for adjusting the level of response commensurate with the fire danger.
- 3.1 The plans covering the high-risk performance period shall include the following initial attack standards as a minimum:



- a. Initial attack capability shall be staffed commensurate with fire danger and lightning fire risk and occurrence, and as a minimum initial attack forces shall be maintained for a period of 9 hours daily between the hours of 0800 and 2000 seven days per week, based on expected conditions and/or historical fire risk in a given district.
  - b. IA Resource locations including ICS kind and Type shall, during the hours; of staffing in (a) above, be based on maintaining a 2-hour maximum response time from the base location to a fire subject to provisions of approved specific action and preparedness plans..
  - c. The Incident Commander shall be qualified to the level of complexity of the incident.
  - d. During the periods outside (a) above, initial attack: forces shall be available for dispatch within 45 minutes.
- 3.2 The plans covering the low-risk performance period shall be commensurate with fire risk.
- 3.3 Format of plan - The plan shall include the following elements:
- a. Personnel staffing plan and map showing the location of all initial attack forces, including engines by Type, crews, dozer/lowboy and all aircraft provided under the contract.
  - b. Preplanned dispatch plan (cards) (available for review at the ODF District office) for the ODF District or Area listed in 4.2 showing initial attack resources and dispatch procedures for each resource based on fire danger, including Special Fire Management Area constraints.
  - c. Training and experience records as required under C.1.2 for all individuals, showing all positions for which they are qualified.
  - d. The location and inventory of major components for each State and local cache that will equip over 20 personnel.
- 4.0 Submission of All Plans
- 4.1 The State shall submit plans by ODF District and Area as listed in 4.2. A cover page shall be prepared showing who prepared the plan, reviewed the plan, and approval of the plan by BLM.

4.2 The State shall submit two copies of each plan to the appropriate District CORs as identified below for approval:

<u>State District/Area</u>	<u>Submit to BLM Dist/Office</u>
NW Oregon District (Astoria, Tillamook, Forest Grove)	Salem
West Oregon District	Salem
North Cascade District	Salem
South Cascade District , Sweethome Unit	Salem
South Cascade District, Springfield Unit	Eugene
Western Lane Forest District	Eugene
Coos Forest Protective Association	Coos Bay
Douglas Forest Protective Association	Roseburg
Southwest District	Medford
Klamath/Lake District	Lakeview

## EXHIBIT 8

### Table for evaluating Specific Preparedness and Action Plans for State Contract

List Page Numbers in Action Plan

ODF District

<b>Prevention</b>					
Analysis is done on a 10 year average for BLM					
Present actions to prevent problems					
Include BLM logos on signs					
Locations of signs shown					
Public contact schedule					
Implementation process schedule for fire inspections (initial, follow-up, and frequency)					
Identified implementation process for PUR's (reg. use)					
Identified frequency of prevention reports to BLM					
Waiver process					
<b>Detection</b> (for high and low risk periods)					
Aerial surveillance plan and activation schedule					
Temp lookouts used during LAL 3,5, and 6					
Ground patrol area maps and approx. patrol routes					
How ODF will coordinate and receive fire calls					
List detection objective (75% within 2 hours <1/2 ac)					
Notification to BLM (30 minutes or less 99% time)					

<b>Initial Attack</b> (for high and low risk periods)					
IA forces on 9 hrs day within 0800-2000, 7 days/week high risk only					
IA resources available for <45 min dispatch off hrs.					
Control 94% of fires at <10 ac.					
Use of NFDRS					
Personnel Staffing plan					
IA Resource locations with ICS type and kind					
<b>Special Fire Mgt Measures/Resource Protection</b>					
Mist guidelines					
maps, list, etc. of Special Fire Mgt areas					
Process for dealing with rehab directions from BLM					
Use of a resource advisor					
<b>Planning and Reports</b>					
Fire reports within 5 days, filed electronically					
BLM COR in information loop for contingency planning					