

**2008**

**NATIONAL  
TYPE 2-IA FIREFIGHTER  
CREW CONTRACT**



BRIDGIT DOWNING, Contracting Officer  
Phone: 208-387-5279 Fax: 208-387-5384

National Interagency Fire Center  
U.S. Forest Service  
3833 South Development Ave  
Boise, Idaho 83705-5354

[www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting)

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2. CONTRACT NO. AG-024B-C-07-9265 3. SOLICITATION NO. AG-024B-S-07-0009 4. TYPE OF SOLICITATION  
 SEALED BID (IFB)  
 NEGOTIATED (RFP) 5. DATE ISSUED 05/16/2007 6. REQUISITION/PURCHASE NUMBER

ISSUED BY CODE U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE, JACK F. WILSON BLDG BOISE, ID 83705-5354 8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

9. Sealed offers in original and (see Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in **USFS, F&AM CONTRACTING OFFICE** until **COB - 4:30 P.M.** local time **06/18/2007**  
 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME **Bridgit Downing** B. TELEPHONE (NO COLLECT CALLS) AREA CODE **208** NUMBER **387-5279** EXT. C. E-MAIL ADDRESS **bdowning@fs.fed.us**

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X	G	CONTRACT ADMINISTRATION DATA	33	X	M	EVALUATION FACTORS FOR AWARD	138
X	H	SPECIAL CONTRACT REQUIREMENTS	42				

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

In compliance with the above, the undersigned agrees, if this offer is accepted within **60** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 10 CALENDAR DAYS (%) **0** 20 CALENDAR DAYS (%) **0** 30 CALENDAR DAYS (%) **0** CALENDAR DAYS (%) **0**

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
one	5/16/07	Two	5/16/07
Three	5/16/07		

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)  
**Diamond Fire**  
**PO Box 704**  
**Sutherlin, OR 97479**  
 NINE-DIGIT DUNS NUMBER: **01 714 0520** **Mike Sulfridge General Manager**

15B. TELEPHONE NUMBER AREA CODE **541** NUMBER **459-5464** EXT. 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.  17. SIGNATURE **Mike L Sulfridge** 18. OFFER DATE **6/14/07**

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED **19c, 23a** 20. AMOUNT **\$80,000.00** 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304 (c) ( )  41 U.S.C. 142 (c) ( ) 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE  
**ALBUQUERQUE SERVICE CENTER**  
**INCIDENT BUSINESS - CONTRACTS**  
**101B SUN AVENUE, NE**  
**ALBUQUERQUE, NM 87109**

NAME OF CONTRACTING OFFICER (Type or print) **BRIDGIT DOWNING** 27. UNITED STATES OF AMERICA **Bridgit Downing** (Signature of Contracting Officer) 28. AWARD DATE **8/30/07**

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>SOLICITATION OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES <b>1</b> <b>146</b>
2. CONTRACT NO. <b>AG-024B-C-07-9266</b>	3. SOLICITATION NO. <b>AG-024B-S-07-0009</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>05/16/2007</b>
7. ISSUED BY <b>U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE, JACK F. WILSON BLDG BOISE, ID 83705-5354</b>			8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

**SOLICITATION**

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10. FOR INFORMATION CALL:	A. NAME <b>Bridgit Downing</b>	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS <b>bdowning@fs.fed.us</b>
		AREA CODE <b>208</b>	NUMBER <b>387-5279</b>	EXT.

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**OFFER (Must be fully completed by offeror)**


NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

In compliance with the above, the undersigned agrees, if this offer is accepted within **60** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	<b>1</b>	<b>5/16/07</b>	<b>3</b>	<b>6/11/07</b>
	<b>2</b>	<b>6/7/07</b>		

15A. NAME AND ADDRESS OF OFFEROR <b>Ferguson Management Company South 38239 Jefferson Scio Drive Scio OR 97374 NINE-DIGIT DUNS NUMBER: 800333226</b>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) <b>Bob Ferguson President</b>
15B. TELEPHONE NUMBER AREA CODE <b>541</b> NUMBER <b>990-9718</b> EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>
17. SIGNATURE 	18. OFFER DATE <b>6/14/07</b>

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED <b>23b</b>	20. AMOUNT <b>\$40,000.00</b>	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 142 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) <b>BRIDGIT DOWNING</b>	25. PAYMENT WILL BE MADE BY <b>ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS - CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109</b>	28. AWARD DATE <b>8/30/07</b>	
NAME OF CONTRACTING OFFICER (Type or print) <b>BRIDGIT DOWNING</b>		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	

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7. ISSUED BY <b>U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE, JACK F. WILSON BLDG BOISE, ID 83705-5354</b>		8. ADDRESS OFFER TO (If other than Item 7)		

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13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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	<b>1</b>	<b>5-17-07</b>	<b>3</b>	<b>6-11-07</b>
	<b>2</b>	<b>6-7-07</b>		

15A. NAME AND ADDRESS OF OFFEROR <b>Firestorm W.F.S. Inc. 13526 Sky Park Industrial Ave. Chico, CA 95973</b>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) <b>JESS R. WILLS Operations MANAGER</b>		
NINE-DIGIT DUNS NUMBER: <b>959840349</b>			
15B. TELEPHONE NUMBER AREA CODE <b>530</b> NUMBER <b>898-8153</b> EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE 	18. OFFER DATE <b>6-14-07</b>

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED <b>21, 22</b>	20. AMOUNT <b>\$80,000.00</b>	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 142 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY <b>ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS - CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109</b>		CODE
26. NAME OF CONTRACTING OFFICER (Type or print) <b>BRIDGIT DOWNING</b>	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE <b>8/30/07</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

<b>SOLICITATION OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 146
2. CONTRACT NO. <b>AG-024B-C-07-9268</b>	3. SOLICITATION NO. <b>AG-024B-S-07-0009</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>05/16/2007</b>
7. ISSUED BY <b>U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE, JACK F. WILSON BLDG BOISE, ID 83705-5354</b>			8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

**SOLICITATION**

9. Sealed offers in original and (see Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in **USFS, F&AM CONTRACTING OFFICE** until **COB - 4:30 P.M.** local time **06/18/2007**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Bridgit Downing</b>	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. <b>208 387-5279</b>	C. E-MAIL ADDRESS <b>bdowning@fs.fed.us</b>
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
X	C	DESCRIPTION/SPECS./WORK/STATEMENT	9	X	J	LIST OF ATTACHMENTS	73
X	D	PACKAGING AND MARKING	25	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	26	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	129
X	F	DELIVERIES OR PERFORMANCE	30	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	133
X	G	CONTRACT ADMINISTRATION DATA	33	X	M	EVALUATION FACTORS FOR AWARD	138
X	H	SPECIAL CONTRACT REQUIREMENTS	42				

**OFFER (Must be fully completed by offeror)**

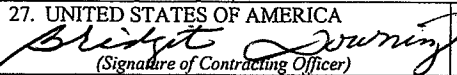
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **60** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	1	5/17/07	3	6/11/07
	2	6/7/07		

15A. NAME AND ADDRESS OF OFFEROR <b>GRAYBACK FORESTRY, INC. P.O. BOX 838 MERLIN, OR 97532 NINE-DIGIT DUNS NUMBER: 095013975</b>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) <b>MICHAEL D. WHELOCK PRESIDENT</b>
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. <b>541 476-0033</b>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>
17. SIGNATURE 	18. OFFER DATE <b>6/12/07</b>

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED <b>19d</b>	20. AMOUNT <b>\$40,000.00</b>	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 142 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input checked="" type="checkbox"/> ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE <b>ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS - CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109</b>	
26. NAME OF CONTRACTING OFFICER (Type or print) <b>BRIDGIT DOWNING</b>	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE <b>8/30/07</b>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>SOLICITATION OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES <b>1</b> / <b>146</b>
2. CONTRACT NO. <b>AG-024B-C-07-9269</b>	3. SOLICITATION NO. <b>AG-024B-S-07-0009</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>05/16/2007</b>	6. REQUISITION/PURCHASE NUMBER
ISSUED BY <b>U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE, JACK F. WILSON BLDG BOISE, ID 83705-5354</b>			8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

**SOLICITATION**

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(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Bridgit Downing</b>	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS <b>bdowning@fs.fed.us</b>
		AREA CODE <b>208</b>	NUMBER <b>387-5279</b>	EXT.

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **60** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	<b>01</b>	<b>5/17/07</b>	<b>03</b>	<b>6/11/07</b>
	<b>02</b>	<b>6/7/07</b>		

15A. NAME AND ADDRESS OF OFFEROR <b>LOST River Fire Mgt. Svcs. Inc P.O. Box 933 Merrill, OR 97633</b>	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) <b>Claren Nilsson President</b>
NINE-DIGIT DUNS NUMBER: <b>965136153</b>			

15B. TELEPHONE NUMBER AREA CODE: <b>541</b> NUMBER: <b>273-4737</b> EXT. _____	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <b>Claren Nilsson</b>	18. OFFER DATE <b>06/14/07</b>
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED <b>20</b>	20. AMOUNT <b>\$40,000.00</b>	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 142 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE <b>ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS - CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109</b>
NAME OF CONTRACTING OFFICER (Type or print) <b>BRIDGIT DOWNING</b>	27. UNITED STATES OF AMERICA <b>Bridgit Downing</b> (Signature of Contracting Officer)
	28. AWARD DATE <b>8/30/07</b>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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7. ISSUED BY U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE, JACK F. WILSON BLDG BOISE, ID 83705-5354		8. ADDRESS OFFER TO (If other than Item 7)		

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10. FOR INFORMATION CALL:	A. NAME <b>Bridgit Downing</b>	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 208 387-5279	C. E-MAIL ADDRESS <b>bdowning@fs.fed.us</b>
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	# 2	06/07/07		

15A. NAME AND ADDRESS OF OFFEROR Mountaineers Fire Crew L.L.C 3777 Meadow View DR.# 300 Redding, CA. 96002 NINE-DIGIT DUNS NUMBER: 161986422	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) Tom Wesley, Owner
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 530 365-9128	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE <i>Tom Wesley</i>
			18. OFFER DATE 6/14/07

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED 19A	20. AMOUNT \$40,000.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 142 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
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26. NAME OF CONTRACTING OFFICER (Type or print) BRIDGIT DOWNING		27. UNITED STATES OF AMERICA <i>Bridgit Downing</i> (Signature of Contracting Officer)	28. AWARD DATE 12/18/07

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA FAR (48 CFR) 53.214(c)

**PART I - THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE/COSTS**

The intent of this solicitation, and resulting contracts, is to obtain the services of Type 2 IA commercial wildland fire-fighting crews, hereafter referred to as National Contract Resources (NCR), on a nation-wide basis, for fire suppression, all-hazard incidents, and severity/preparedness assignments. As an option, crews may also be ordered for project activities related to fuels management.

**B.1 PRICING AND ESTIMATED QUANTITY**

The multiple award contracts that are intended as a result of this solicitation will be of an Indefinite Delivery Indefinite Quantity type, with fixed-price hourly rates. Due to the contract type, it is difficult to estimate expected contract quantities for the life of any given contract. Many variables determine the severity and length of fire seasons, including weather and local or regional long-term climate trends such as drought or unusually wet periods. These variables cannot be quantified over the long term for the purposes of cost estimation. The total estimated quantities per year could perhaps be more accurately represented as a range of assignment days. In relation to the average given below, extremes on both the high and low side are possible in any given year.

The Government's estimate is based on the average total assignments per season per crew. The historical seasonal average per crew for suppression and all-hazard assignments, based on the 2003, 2004, and 2005 seasons, is 40 assignment days (given a 14-hour work day), and the historical seasonal average per crew for project work is 10 assignment days (given a 10-hour work day. The averages above, however, ARE NOT A REPRESENTATION to an Offeror or Contractor.

This contract requires the Government to order and the Contractor to furnish at least the stated minimum quantity of services below. In addition, if ordered, the Contractor must furnish any additional quantities, not to exceed the stated maximum. The minimum quantity to be ordered during each contract period is \$40,000.00 per contract line item which can include any combination of assignments associated with suppression, all-hazard, severity/preparedness, or project work. Excessive unapproved unavailability by a Contractor during a mandatory availability period for any contract period may be considered as a failure to perform in accordance with 52.249-8 Default (Fixed-Price Supply and Service)(APR 1984).

The Government is required to order the minimum quantity of services for each contract period. There are a total of four contract periods: the base period, and at the option of the Government, three one-year option periods. Determination of quantities ordered by Government and delivered by the Contractor for each contract shall be based on the cumulative orders for the duration of each contract period. The maximum quantity of supplies and services ordered under this contract to include the base period and all option periods shall not exceed \$5 million per contract line item.

The resultant contract(s) from this solicitation shall begin with the base period, the period that commences upon the effective date of award and ends on December 31, 2007. At the option of the Government, the contract may be extended for three one-year periods based on calendar years. The total contract time including all options that may be exercised shall not exceed the base period plus three calendar years.

The Offeror **MUST COMPLETE** the pricing blocks on Addendum B-1 of the Schedule for the Base Period and all Option Periods for each of the Contract Line Item Numbers (CLINs) for which the Offeror wishes to be considered. Each CLIN is referenced to a general location associated with the Host Unit Coordination (Dispatch) Center. CLINs are numbered sequentially to provide a unique identification for each awarded crew and to correspond with the unique identification of crews previously awarded through an earlier solicitation. The Offeror may submit a proposal for one, any, or all of the 10 CLINs listed in the Schedule of Services.

The Offeror shall be considered only for those CLINs that the Offeror expressly identifies and prices in the submitted proposal. If proposing for more than one CLIN, the Offeror must indicate on Addendum B-3 of the Schedule the maximum number of crews the Offeror is capable of supplying for the base year and subsequent option periods. Care should be taken to provide a Technical and Price Proposal in accordance with the solicitation instructions in Section L and Section M.

Addendum B-2 is a Schedule for pricing optional items such as a chainsaw with kit. The prices submitted shall be at a daily rate and may be ordered only at the option of the Government. The prices submitted for any optional items shall not be evaluated for determining the total offered price of the Offeror. An equipment resource order shall be the ordering document for any optional contract line items priced on the Addendum B-2 Schedule. The optional items are subject to the delivery requirements as stated on the equipment resource order.

The Government reserves the right to award all, some, or none of the Contract Line Items.

The Offeror's proposed fixed hourly rates shall include, but are not limited to, labor, equipment, materials, State and Federal taxes (including workman's compensation costs), insurance coverage, transportation costs, overhead, and profit.

For the purposes of this contract there are two categories of work for which a particular hourly pay rate shall apply:

1. The **suppression/all-hazard** rate (as proposed by Offeror in Addendum B-1) shall apply to suppression and all-hazard incident hours worked; and to hours worked in excess of 10 hours per day for severity/preparedness work.
2. The **severity/preparedness** rate shall apply to ordered pre-suppression assignments (paid at 85% of the suppression rate). Appropriate severity/preparedness activities are stand-by at the Designated Dispatch Point, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10-minute mobilization response time. Severity assignments that involve patrolling or moving to a designated point for standby will be reimbursed at the suppression rate.

Project Work pricing is not being solicited with this RFP and will not be evaluated for contract award purposes. Task Orders for optional Project Work will be competed as per the guidelines in Exhibit N. Accordingly, prices for Project Work will be solicited and established based on negotiations with the Offerors competing for the solicited Task Order.

Exhibit A contains a definition for each category of work above.

Blocks 1 through 13 on Addendum B-1 (Fire Suppression/All-Hazard Rate) of the Schedule must be completed for each line item proposed by the Offeror. If offering for more than one line item, the maximum capability certification on Addendum B-3 must be completed and submitted. Notwithstanding the maximum capability certification, no award can be made to an Offeror until the Government has verified in a pre-award survey the Offeror's ability to supply qualified crews in concurrence with the quantity offered.

Award shall not be made to an Offeror whose proposed crew location during the Mandatory Availability Period (MAP) is outside the maximum mileage radius identified in the Schedule for each Host Unit. Offerors are advised to carefully evaluate their capabilities to locate crews prior to submission of offers. The Block 3 address submitted by the Offeror as the proposed Designated Dispatch Point (DDP) will be used to calculate actual distance from the host unit and determine responsiveness to that requirement.

This procurement is set-aside 100% for small business. The NAICS code is 115310, Support Activities for Forestry, with a size standard of \$16.5 million.

## **B.2 ORDERING OF OPTIONAL ITEMS**

The U.S. Forest Service may award any of the proposed Optional Items for the crew contract. Federal Agencies listed in Section C.2.1 may order, in accordance with Agency policies and procedures, the Optional Items identified in the Schedule of Items in the awarded crew contract. Optional Items will only be ordered if required at the specific incident and in direct support of crew work (i.e., chainsaws, leaf blowers, etc.) and at the rates identified in the Schedule of Items. Any/all authorized orders of optional items shall be documented on a Resource Order. **At no time** shall any Government official order optional items such as engines, trucks, vans, 4X4 vehicles, etc. under any contract resulting from this solicitation.

Only the following approved, optional items, by contractor, as identified in the awarded Schedule of Items shall be ordered in accordance with any contract resulting from this solicitation:

- Chainsaw w/Kit
- Drip Torch
- Leaf Blower

The Government will not accept any new/additional proposals from Contractors for Optional Items under any contract resulting from this solicitation and Contractors will not be allowed to "sell" other optional items at fires/incidents.

<b>SCHEDULE OF SERVICES NATIONAL TYPE 2-IA FIREFIGHTER CREW SERVICES</b>					
CLIN	TYPE CREW	QTY	MAX RADIUS HOST UNIT to DESIGNATED DISPATCH POINT**	HOST UNIT COORDINATION CENTER	MANDATORY AVAILABILITY PERIOD*
19a	2-IA	1 ea***	100 miles	Shasta-Trinity N.F., Redding, CA	4/1 - 5/15 & 10/1 - 11/15
19b	2-IA	1 ea***	100 miles	Shasta-Trinity N.F., Redding, CA	4/1 - 5/15 & 10/1 - 11/15
19c	2-IA	1 ea***	100 miles	Shasta-Trinity N.F., Redding, CA	4/1 - 5/15 & 10/1 - 11/15
19d	2-IA	1 ea***	100 miles	Shasta-Trinity N.F., Redding, CA	4/1 - 5/15 & 10/1 - 11/15
20	2-IA	1 ea***	80 miles	Modoc N.F., Alturas, CA	8/1 - 9/15
21	2-IA	1 ea***	150 miles	Plumas N.F., Quincy, CA	7/1 - 8/15
22	2-IA	1 ea***	75 miles	Lassen N.F., Fall River Mills, CA	7/1 - 8/15
23a	2-IA	1 ea	50 miles	ORKFC., Klamath Falls OR	7/15 - 8/30
23b	2-IA	1 ea	50 miles	ORKFC., Klamath Falls OR	7/15 - 8/30
24	2-IA	1 ea	50 miles	Helena NF, Helena MT	8/1 - 9/15

\* For the Base Period, the Mandatory Availability Periods are dependent on the date of contract award and may commence after the beginning dates indicated above. The subsequent Option Periods, if exercised, would incorporate the Mandatory Availability Period dates as listed on the Schedule above. Notwithstanding the award date and the MAP dates listed above, a MAP of 45 calendar days is the period of performance with starting and ending dates adjustable by contract modification.

\*\* For purposes of establishing the Designated Dispatch Point, the maximum distance is based on the Host Unit Coordination Center as the starting point. The DDP, formally established upon award, shall not change without the approval of the Contracting Officer and the issuance of a contract modification.

\*\*\* For the Designated Dispatch Points located in California, the Government anticipates awarding a wholly separate Type 2-IA firefighter crew for each of the California based contract line items listed.



**B.3 MINIMUM AND MAXIMUM CONTACT AMOUNTS (AGAR 452.216-73)(FEB 1988)**

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \*\$40,000.00, but not in excess of \*\*\$5,000,000.00.

\* Minimum quantity during each contract period, per contract line item.

\*\* Maximum quantity to include the base period and all option periods per contract line item.

**2008 National Type 2-IA Firefighter Crews**  
Revised as of May 6, 2008

**For Contracts Awarded August and December 2007**

Per contract Section F.1, the pricing shown in this table is in effect through December 31, 2008.

<b>Contractor</b>	<b>Crew No.</b>	<b>CLIN</b>	<b>Host Unit Coordination Center</b>	<b>Designated Dispatch Point (See contract Section C.6)</b>	<b>2008 Rate /Person /Hour</b>
<b>Diamond Fire</b> Contract No. AG-024B-C-07-9265  924 HWY 138 West Sutherlin, OR 97479 Phone: (541) 459-5464 Fax: (541) 459-5473	NCC-19C	19c	Shasta-Trinity NF, Redding, CA	402 S. Mount Shasta Blvd., Mt. Shasta, CA	\$40.50
	NCC-23A	23a	ORKFC, Klamath Falls, OR	3121 Crosby Ave., Klamath Falls, OR	\$39.00
<b>Ferguson Management Company South</b> Contract No. AG-024B-C-07-9266  38239 Jefferson Scio Drive Scio, OR 97374 Phone: (541) 928-6504 Fax: (541) 967-1281	NCC-19B	19b	Shasta-Trinity NF, Redding, CA	639 St. Mark, Suite C, Redding, CA	\$38.75
	NCC-23B	23b	ORKFC, Klamath Falls, OR	2717 Orindale Rd., Klamath Falls, OR	\$38.75
<b>Firestorm Wildland Fire Suppression, Inc.</b> Contract No. AG-024B-C-07-9267  13526 Sky Park Industrial Avenue Chico, CA 95973-8859 Phone: (530) 898-8153 Fax: (530) 898-8579	NCC-21	21	Plumas NF, Quincy, CA	13526 Sky Park Industrial Ave., Chico, CA	\$39.71
	NCC-22	22	Lassen NF, Fall River Mills, CA	11494 Hawley Rd., Redding, CA	\$39.71
<b>Grayback Forestry, Inc.</b> Contract No. AG-024B-C-07-9268  PO Box 838 Merlin, OR 97532 Phone: (541) 476-0033 Fax: (541) 476-0162	NCC-19D	19d	Shasta-Trinity NF, Redding, CA	5941 Truck Villiage Drive, Mount Shasta, CA	\$37.50
<b>Lost River Fire Management Service, Inc.</b> Contract No. AG-024B-C-07-9269  PO Box 933 Merrill, OR 97633 Phone: (541) 273-4737 Fax: (541) 273-2863	NCC-20	20	Modoc NF, Alturas, CA	910 East Front St., Merrill, OR	\$37.00
<b>Mountaineers Fire Crew, LLC</b> Contract No. AG-024B-C-07-9270  3777 Meadow View Drive, # 200 Redding, CA 96002-9708 Phone: (530) 365-9128 Fax: (530) 365-4128	NCC-19A	19a	Shasta-Trinity NF, Redding, CA	3777 Meadow View Drive, Redding, CA	\$36.50

Use the "NCC" Crew Number and Contract Number on all Invoices, Crew Time Reports, and Crew Performance Ratings.

## **PART I - THE SCHEDULE**

### **SECTION C**

#### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

##### **C.1 BACKGROUND**

The U.S. Forest Service (FS) has engaged in the suppression of wildland fires for many years using Forest Service crews as well as its federal and state cooperator wildland firefighter crews.

The typical work of fire suppression is performed utilizing hand tools such as the Pulaski, shovel, and various grubbing and digging implements to construct fireline through ground fuels in the path of the fire. Power saws are utilized to clear brush and fall trees that would otherwise provide a canopy of fuel over the fireline. The resultant fireline is free from vegetation and provides a barrier to further fire spread. Burnout operations to secure the fireline utilize drip torches and fuses. The suppression hand crew is often called upon to help construct hose lays that bring water to the fire area. Once the fire has been contained, hand crews perform mop-up operations which require the application of mineral soil and/or water to residual embers and hotspots. Scraping embers from heavy fuels with hand tools as well as falling and bucking large diameter fuels with power saws are typical activities associated with mop-up.

The work environment varies from forest to rangeland, often in steep terrain where surfaces may be extremely uneven, rocky, and covered with dense vegetation. Working conditions are often extreme as the influence of hot and dry, or hot and humid weather combines with the radiant heat of the fire environment. Extreme variations between day and night temperatures are common in mountainous as well as lower lying topographies. Sustained winds or inversion layers can make smoke and dust conditions severe. The hazardous nature of the work requires that protective clothing be worn at all times during work hours. The crews, for the most part, are required to eat, rest, and sleep at incident base camps, remote spike camps, or FS or Cooperator campgrounds, any of which are typically located near the fire area.

##### **C.2 SCOPE OF CONTRACT**

The intent of this solicitation and any resultant contracts is to obtain the services of twenty-person, Type 2-IA hand crews (hereinafter referred to as crews), for use on a nation-wide basis. The Contractor is responsible for furnishing and managing all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet or exceed the contract specifications. These hand crews are to be utilized in assignments that involve the protection and management of public lands. The categories of work contemplated under this contract include wildland fire preparedness as exemplified in pre-suppression severity assignments, fire suppression activities with an emphasis on initial attack, large fire support, and all-hazard incidents that are managed using the Incident Command System (ICS). As an

option, crews may also be awarded task orders for project work that may include hazardous fuel reduction, prescribed fire application, brush removal, and land rehabilitation. Project work **shall not** include construction, facilities maintenance and repair, or timber-related activities. (See EXHIBIT N procedures for Ordering Project Work.)

#### C.2.1 AGENCIES AUTHORIZED TO ORDER ALL-HAZARD, AND SEVERITY/PREPAREDNESS WORK

For fire suppression related activities and all-hazard incidents, the Forest Service has longstanding cooperative agreements in fire protection with the federal land use agencies. The following land use agencies have authority to order under this contract for suppression, all-hazard, and preparedness/severity assignments. United States Department of Agriculture - Forest Service (USFS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS). (See Section C.6)

For all-hazard incidents not managed by the land use agencies, the Department of Homeland Security, which encompasses 22 federal agencies, accomplishes resource ordering through the Federal Emergency Management Agency (FEMA). FEMA is partnered with the states, 28 federal agencies, and the Red Cross and has broad authority to request resources for all-hazard incidents and disasters, including under this contract.

Forest Service cooperative agreements with State agencies allow the states to order NCRs through the appropriate federal agency dispatch centers listed in Schedule B.

This contract does not preclude the Government from using any federal agency or agency cooperator resources before National Contract Resources (NCRs).

#### C.2.2 AGENCIES AUTHORIZED TO ORDER AND MAKE PAYMENT FOR PROJECT WORK

The Forest Service and the federal cooperators listed above in C.2.1 are authorized to utilize this contract for project work in accordance with the terms and conditions set forth herein. If federal agencies, other than the Forest Service, issue orders for project work under this contract, they can issue the orders under their own agency procedures providing that each order is competed as per the guidelines in Exhibit N.

For all project work, Forest Service user units and other federal agency cooperators are required to forward all payment invoices, crew time reports, and the accompanying task orders, and statements of work, to the responsible Agency payment center. Refer to Section G.4.3 and EXHIBIT N Ordering Project Work for procedures.

State agencies have no existing authority to order NCRs for project work under this contract.

**C.3 EQUIPMENT**

C.3.1 HAND TOOLS. Contractor will ensure that each crew arrives with appropriate personal protective equipment, fire shelters, and the minimum number and types of serviceable tools in good condition meeting the minimum standards specified in Table C.1, below.

**TABLE C.1: Required Hand Tool Combination**

HAND TOOLS			TOOL COMBINATION REQUIRED PER CREW
A) Combi/ Rheinart/ Hazel Hoe or McLeod	3 lb. Head	36" Handle	08
B) Pulaski	3 ¾ lb. Head	36" Handle	10
C) Shovel	Size 0 or 1, Round Point		08
D) Power Saw	W/Gas, Oil, and Kit (C 3.2)		03
E) 10 Person Belt First Aid Kit			02

**C.3.2 CHAINSAW KIT**

Three chainsaw kits are required for each hand crew. Each Kit shall consist of a chainsaw (with a minimum 24-inch Bar and 3.75 Cubic Inch size motor), chaps, extra chain, srench, and file. A falling axe and falling wedges are required. The chainsaw may be used by the hand crew for fireline construction, mop-up, or clearing access routes and emergency escape routes. However, the hand crews under this contract shall not perform as hazardous tree fallers. The chainsaw operator must be Class B qualified. References to faller qualifications are found in the Interagency Standards for Fire and Aviation Operations.

**C.3.3 PROGRAMMABLE RADIO**

Contractor shall have a minimum of four handheld programmable radios, (see Table C.2) with programming cables and programming software to facilitate the communications between other incident and the crew personnel. Radios must be capable of communicating within a minimum frequency range from 148 MHZ to 174 MHZ on established federal and state frequencies. Modified radios are not

acceptable. Only P25 radios listed on the DOI radio contract are acceptable (posted at [www.blm.gov/natacq/IDIQ/index.html](http://www.blm.gov/natacq/IDIQ/index.html)). Only radios listed on the Forest Service approved radio contract are acceptable (posted at [www.fs.fed.us/business](http://www.fs.fed.us/business)). Inquiries for approved radios should be directed to: National Interagency Fire Center, Communications Division, Steve Jenkins (208) 387-5485.

Frequencies will be installed by the Protection Agency at the incident and frequencies will be removed prior to demobilization from the incident. The Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all Federal Agency incidents and with all Federal Communications Commission (FCC) rules and regulations on all State Agency incidents. The Contractor shall not use the fire fighting frequencies or Forest Service frequencies for other than fire suppression activities.

Project/Severity Preparedness Assignments: Contractors shall be responsible for assigning the programming for their radios at the start of the Project/Severity Preparedness Assignment and shall be responsible for removing the programming prior to leaving the Project/Severity Preparedness Assignment. This programming direction is applicable to only Project/Severity Preparedness Assignments.

#### **C.4 CREW REQUIREMENTS**

The Contractor shall provide properly trained hand crews, consisting of no less than 18 and no more than 20 individuals. Each hand crew shall be directly supervised on site by one Crew Boss, Single Resource (CRWB) and three (3) Firefighter (FFT1). All personnel in leadership positions must meet the language requirements in Exhibit J. The remaining hand crew members must meet the requirements listed in table C.2. All hand crew personnel shall be trained and qualified, and their records maintained, in accordance with the National Wildfire Coordinating Group (NWCG) Wildland and Prescribed Fire Qualification Standards 310-1 ([www.nwcg.gov/pms/docs/docs.htm](http://www.nwcg.gov/pms/docs/docs.htm)). The Contractor shall furnish FS and its Cooperators with organized hand crew(s) consisting of the following: (See Table C.2)

**Table C.2  
NWCG MINIMUM CREW STANDARDS FOR NATIONAL MOBILIZATION**

<b>Minimum Standards</b>	<b>Type 2 IA Qualifications</b>
Fire line Capability	Initial attack; crew can be broken up into squads; fireline construction; firing to include burnout.
Crew size	18 – 20
Leadership Qualifications	CRWB AND 3 FFT1. Bosses shall be Incident Commander, Type 5 qualified.
Experience	60% of the crew will have one season or more experience.
Full time Organized Crews	Mandatory Availability Period Only/As required herein.
Communications	4 Programmable radios
Sawyers	3 qualified Class B at all times
Training	Basic firefighter training and or annual firefighter safety refresher See EXHIBIT D
Fitness	Arduous
Logistics	As prescribed herein.
Maximum Weight	5100 lbs
Dispatch Availability	Available during the Mandatory Availability Period or as per status in ROSS
Production Factor	0.8 (see Fireline Handbook 410-1)
Transportation	See C.5 for crew ground transportation requirements and EXHIBIT B for Crew Air Transportation.
Tools & Equipment	Contractor Supplied
Personal Gear	Contractor Supplied
PPE	Contractor Supplied

**Table C.3  
NWCG MINIMUM CREW STANDARDS FOR NATIONAL MOBILIZATION**

<b>Minimum Standards</b>	<b>Type 2 Qualifications</b>
Fire line Capability	Initial attack/ fire line construction, firing to include burnout.
Crew size	18 – 20
Leadership Qualifications	CRWB AND 3 FFT1.
Experience	40% of the crew will have one season or more experience.
Full time Organized Crews	Mandatory Availability Period Only – On Call.
Communications	4 Programmable radios
Sawyers	3 qualified class A at all times
Training	Basic firefighter training and or annual firefighter safety refresher See Exhibit D
Fitness	Arduous
Logistics	Not Self Sufficient
Maximum Weight	5100 lbs
Dispatch Availability	Available on call during the Mandatory Availability Period or as per status in ROSS
Production Factor	0.8(see Fireline Handbook 410-1)
Transportation	See C.5 for crew ground transportation requirements and EXHIBIT B for Crew Air Transportation.
Tools & Equipment	Contractor Supplied
Personal Gear	Contractor Supplied
PPE	Contractor Supplied

**C.5 CREW GROUND TRANSPORTATION**

The Contractor shall provide dependable ground transportation that meets all applicable state and federal laws relating to motor vehicles. The vehicle(s) must be capable of providing transportation to and from the fire line. Vehicle(s) that become inoperable will be towed at the Contractor(s) expense.

The Government reserves the right to conduct safety inspections of Contractor worker transportation vehicles at any time while under hire. If a Contractor’s vehicles have recently passed safety inspection by US Department of Transportation or another Government Agency (i.e., ODF), the Contractor may present inspection documentation to the Government. If the inspection was performed by a Government Agency, (i.e., DOT, ODF) and documentation of the inspection is recent, the Government may choose to accept the results of the inspection.

The initial Government inspection upon arrival at the incident could result in a determination that a Contactor vehicle used for worker transportation is unsafe for operation. If such is the case, the vehicle will be removed from service and be considered noncompliant. The



Contractor crew may be demobilized from the Incident and/or suspended if certain conditions are not met. At the discretion of Government representatives at the Incident, the Contractor may be allowed to bring the worker transportation vehicle into compliance or replace it within 24 hours, or within the timeframe identified by the Government representatives. The timeframe identified shall be stated in writing, preferably on a Work Order and Notice of Noncompliance, FS-6300-12. A copy of the form shall be forwarded to the Contracting Officer or designated contract COR immediately. (See Section J, Exhibit G)

If the noncompliant vehicle is not brought into compliance or replaced within the timeframe identified, the Government may elect to retain the crew for services and provide transportation; in which case, the point of hire will become the Incident and any additional ground transportation costs will be deducted from the Contractor crew invoice.

The crew may be released if the vehicle, at any time after incident inspection and acceptance, becomes noncompliant and cannot be repaired within 24 hours or within the timeframe designated by Government representative. If the Contractor crew is released under this provision, the crew shall be paid return travel time to the original point of hire.

#### **C.6 AVAILABILITY, UNAVAILABILITY, MANDATORY AVAILABILITY PERIOD (MAP), AND DESIGNATED DISPATCH POINT (DDP)**

Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED (See Section B.3), and:

C.6.1 The Contractor is required to accept suppression, all-hazard, and severity/preparedness orders during the MAP, unless an agreement in writing has been negotiated with the COR who coordinates with Agency Fire Management Officials. A copy of the agreement, defining the time frame of unavailability, will be sent to the Contracting Officer (CO) for final acceptance prior to the NCR's release. When "unavailable", the NCR will not be eligible for dispatch under this contract.

C.6.1.1 The Contractor may request in writing unavailable status at any time while not on suppression, all-hazard, or severity/preparedness assignments. The request may be submitted to the COR for final acceptance by the CO. A written bilateral agreement signed by the CO and the Contractor shall document the formal approval of unavailability requests. The bilateral agreement shall state the terms and limitations of the unavailability, including effective dates. Any changes to this bi-lateral agreement must also be formalized. Failure to return to the DDP following the effective dates of the unavailability period will be considered as failure to perform in accordance with FAR 52.249-8 Default.

Requests may be submitted for unavailability status and release from MAP responsibilities for situations where the NCR elects to accept orders for project work outside this contract.

Any time an NCR becomes unavailable, that NCR's Host Unit Coordination Center may order other NCR or non-NCR crews to perform work to meet the Government's needs. In these situations, any additional NCR or non-NCR crews dispatched to an incident or severity assignment shall be allowed to complete the current assignment and not be replaced if the previously unavailable NCR changes its status to available.

C.6.1.2 An NCR is considered unavailable outside the mandatory availability dates or any extensions thereof identified in Section B, unless availability status is processed through the appropriate Host Unit Coordination Center for entry in ROSS. Inspection of the NCR outside the MAP may be accomplished at or near the Contractor's normal place of business when it is for the mutual convenience of the Contractor and the Government. A duly designated COR or Project Inspector for this contract shall perform the inspection. If the crew does not pass inspection, the Government has the option to cancel the order if compliance and re-inspection cannot be accomplished timely and with minimal cost to the Government. (See C.7.2.1)

C.6.2 The Mandatory Availability Period (MAP) in Section B for each Host Unit Coordination Center (HUCC) are periods of time Contractors and all equipment are required to be available to perform National hand crew services. The Designated Dispatch Point (DDP) is the physical address in Section B where the NCR personnel and equipment must be located during the MAP. Contractors may not change their DDP, without prior written approval from the CO.

C.6.3 Unauthorized, unilateral movement of a Contractor's resources (fire chasing) during the MAP is prohibited. The CO, upon making a determination that the Contractor has unilaterally relocated during the MAP, shall issue a suspension of work notice for the subject crew and/or request demobilization of the NCR from an Incident at no cost to the government.

## **C.7 NATIONAL MOBILIZATION GUIDE ORDERING PROTOCOL FOR NATIONAL CONTRACT RESOURCES (NCR'S)**

This contract does not preclude the Government from using any Agency or Agency Cooperator employed resources before National Contract Crews.

### **C.7.1 DISPATCH PRIORITY**

Each Host Unit Coordination Center is required to give dispatch priority to its assigned NCR for Emergency Wildland Fire Suppression, All-Hazard, and Preparedness/Severity assignments on non-tribal, federal lands BEFORE all other commercial crew resources. Existing Agency/Interagency contracts awarded prior to June 1, 2007 are exempt from this protocol. This contract does not preclude the

Government from using any federal agency or agency cooperator employed resources before National Contract Resources.

- C.7.1.1 The above dispatch priority pertains to the NCR during the MAP and any ordered extensions as long as the NCR is available and remains at the Designated Dispatch Point. (See Schedule of Services in Section B). The dispatch priority shall apply to periods outside the MAP only when the NCR is in available status and located at the Designated Dispatch Point of the Host Unit.
- C.7.1.2 Timeliness in meeting dispatch requirements is of the essence in filling orders for fire suppression, other incident responses, and severity/preparedness assignments. Any time the NCR cannot meet specific date/time requirements for a dispatch, the above ordering protocol is waived.
- C.7.1.3 Government Coordination Center Dispatchers will document when these protocols are waived.
- C.7.1.4 This contract provides for the use of the NCR in emergency fire suppression (to include severity/preparedness assignments) and all-hazard incident response; however, the NCR may request unavailability status at any time when not working these assignments. (See C.6.1.1)
- C.7.1.5 Upon receipt of a resource order by a Host Unit Coordination Center, Government Dispatchers will not hold the NCR in reserve as a contingency force in a non-pay status when that resource is available for fire-suppression, all-hazard, or severity/preparedness assignments.
- C.7.1.6 While the NCR is in non-pay status at the DDP, the HUCC, upon receipt of a task order or other documentation that verifies the NCR's award of project work, shall release the NCR to perform that project work. The Contractor shall follow-up with notification to the COR or CO; however, a written bilateral agreement of release from the MAP is not necessary when the Contractor is working under a task order for project work as the task order or contract award issued to the NCR and forwarded to the HUCC serves as documentation for release.
- C.7.1.7 While performing project work under this contract or any other contract or agreement, the NCR shall neither receive dispatch priority nor be considered available for assignment under this contract until the provisions of C.7.1.1 are met.

## C.7.2 HOST UNIT ASSIGNMENTS

Each NCR is located within a specific Host Unit. The Host Unit Coordination Center will status each assigned NCR; however, it is the responsibility of each NCR to report all changes in availability and position to the Host Unit Coordination Center during the entire Mandatory Availability Period (MAP) or any authorized extensions thereof. If the NCR wishes to maintain dispatch priority outside the MAP, NCR status must be kept current with the HUCC, and the NCR location must remain at the DDP.

C.7.2.1 In those circumstances outside the MAP where the NCR is no longer located at the DDP, dispatch priority shall no longer apply; however, the NCR may be ordered for assignments through the HUCC and be mobilized from the point of hire upon inspection by a duly designated PI or COR for this contract. The HUCC shall process the manifest as submitted by the Contractor and forward to the PI or COR at the point of hire.

## C.7.3 OBTAINING PROJECT WORK IN THE MAP

Project work under this contract is ordered by means of a Task Order (See EXHIBIT N). While in the MAP, the Contractor shall notify the HUCC of the Task Order for project work ordered under Exhibit N., or for any other project work accepted outside this contract. (See C.7.1.6)

## C.7.4 NCR ROTATION WITHIN HOST UNIT

When more than one NCR is based within a Host Unit, orders shall be rotated between NCR's. This rotation is necessary to ensure all crews have an opportunity to maintain their proficiency.

C.7.4.1 Rotation Method. Prior to the MAP, the HUCC manager shall submit to the Contracting Officer the Rotation List which shows each NCR's place in the ordering sequence. The Rotation List shall begin with the lowest priced resource and continue in descending order to the highest priced resource. Once the rotation list is established, ordering shall follow the sequence established by the initial list through the duration of the contract. Resources with identical prices shall have their ordering sequence determined by coin flip.

- If for any reason an NCR is unavailable, that resource will lose its turn in the rotation.
- Lower priced NCRs shall not "bump" higher priced NCRs when they become available; they must wait their turn in rotation and be ordered in the established sequence.

- The intent of the rotation is to balance dispatch opportunities, not achieve equity in terms of days assigned or revenue earned.

## C.7.5 INFORMATION REQUIRED TO BE FURNISHED BY THE GOVERNMENT TO THE CONTRACTOR WHEN PLACING ORDERS.

### C.7.5.1 Resource Order

- Incident Order Number, Request Number and name of Incident.
- Date and time to report to Incident.
- Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available at time of order, will be furnished.
- Incident contact phone number for obtaining further information.
- Communications: Incident ground contact frequency.
- Job Code
- A copy of the Resource Order.
- Contract Number, Item Number, and hourly pay rate of the ordered NCR

## C.7.6 DISPATCHING PROCEDURES

C.7.6.1 Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability. Contractor will have at a maximum two hours after confirming availability to begin travel to the Government's designated delivery site on the resource order.

C.7.6.2 The Government should provide an estimate of the travel time to and from the Incident. For planning purposes, travel time via ground transportation shall be calculated by dividing distance (from point of origination to incident and return, or incident to incident) by average travel speed of 45 mph (however, consider Driver Limitations posted in Exhibit J). If available at the time of dispatch, the Government may use an automated travel program (such as [www.mapblast.com](http://www.mapblast.com), [www.mapquest.com](http://www.mapquest.com), etc.) to calculate and document travel distance from point of origination to the Incident.

C.7.6.3 At the time of dispatch, a Resource Order will be provided to the Contractor. Prior to departing for the Incident, the Contractor will provide the dispatcher a complete Passenger and Cargo Manifest (SF-245) listing Contractor name, contract number, Contractor federal tax identification number, each person's complete name, and departure time from point of dispatch. The Contractor must provide a copy of the Resource Order and

the Passenger and Cargo Manifest at the time of check-in at the Incident. Some dispatch offices may use a FAX to provide to the Contractor a hard copy of the order.

C.7.6.4 Emergency Fire Driving. While engaged in emergency fire driving, the Contractor shall follow the current driving regulations and work/rest guidelines listed in the Interagency Standards for Fire and Fire Aviation Operations (Red Book). The Contractor shall comply with all other current Federal, State and Local driving regulations.

#### C.7.7 CANCELLATION OF ORDERS

Resource Orders may be cancelled. If the order is cancelled, the Contractor will be paid as provided in Section G.

#### C.7.8 RESOURCE ORDER STATUSING SYSTEM (ROSS)

The Contractor is required to status their availability in the National Resource Ordering and Status System Program (ROSS) through their designated HUCC.

#### C.7.9 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT CLAUSE

Length of assignment and work/rest policies exist for all Incidents and require management of crew personnel by the Contractor to adhere to those policies. Contractor compliance will be monitored by the Government. The following direction is referred to in the Interagency Incident Business Handbook:

Contract personnel/resources shall adhere to current work/rest day-off policies. The Government's options consist of:

- If mutually agreed to, the Contractor may provide qualified replacement personnel. Replacement personnel are subject to the work/rest and day-off policies.
- Releasing the contract resources after a 14-day assignment.
- Retaining the Contract resources under hire and not putting them on shift so as to allow proper rest. Compensation will be the daily guarantee (See G.2.3.1 Daily Guarantee and G.2.10 Ordered Rest).

#### C.7.10 DEMOBILIZATION OF NCR

The Host Unit and the Incident Commander will determine the priority of demobilization.

## C.7.11 RELEASE AND REASSIGNMENT

C.7.11.1 RELEASE: At the time of release, the NCR should notify the HUCC of their status, and estimated time of arrival home. When an NCR has been released from an Incident, and there are no reassignments within that geographic area, the NCR, at its discretion, may remain in the nearest town for up to 24 hours in non-pay status. After the 24-hour period, the NCR must begin return travel to its DDP or be deemed unavailable for assignment until return to the DDP. Exceptions to the 24-hour period must be mutually agreeable to the Contractor and the GACC. Such exceptions must be for circumstances where a new assignment in the area is imminent. There must be a mutual benefit to the Contractor and the Government and an operational rationale in order to allow the NCR to remain in the area in non-pay status in anticipation of a new order -- typically because of long return travel time to the DDP. Crew Time Reports and Emergency Equipment Use Invoices should document the agreement and rationale for exceeding the 24-hour period.

C.7.11.2 REASSIGNMENT: NCRs may be reassigned using the standard operating procedures established in the National Mobilization Guide. The NCR will not accept new resource orders directly, nor seek out reassignments outside that controlling GACC. When in travel status home, the NCR will follow the release procedures as per the National Mobilization Guide. While in travel status home, any new orders must come from the HUCC. It is permissible for the NCR to courtesy-call the HUCC while in route in order to facilitate a possible reassignment.

## **C.8 PROPERTY**

### C.8.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

C.8.1.1 To ensure continued safe, efficient service at the Incident, and only with regard to Personal Protective Equipment, the Government may loan Accountable Property or Durable Property to the Contractor for use at the Incident. Contractor shall maintain all loaned Accountable Property or Durable Property in good condition during use and shall return all Accountable Property or Durable Property loaned to Contractor prior to departing from the Incident. Federal Accounting Regulations prohibit the Government from exchanging or replacing Accountable Property or Durable Property. Regardless of condition, Accountable and Durable Property loaned to the Contractor must be returned to the Government. Unreturned Accountable and Durable Property will be deducted from payment to the Contractor. (See Section H.7 Personal Protective Equipment)

C.8.1.2 The Government will reimburse the Contractor for Contractor-owned equipment that the Government retains for its use after Contractor's departure from the Incident, as specified under the Disputes Act

procedures. Requests for retention by the Government of Contractor-owned equipment must be documented and approved by the appropriate operational supervisor.

C.8.1.3 The Contractor will be charged for Consumable Goods supplied by the Government and used by Contractor's Crew(s) while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, will be deducted from payment to the Contractor.

C.8.1.4 At the Government's discretion, if available, the following incidental consumable goods may be provided at no cost to the Contractor when Under Hire:

- one-quart plastic canteens,
- plastic sheeting,
- replacement radio batteries and replacement headlamp batteries

## **C.9 AIR TRANSPORTATION (SEE EXHIBIT B AND SECTION G.5)**

## **C.10 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN**

### **C.10.1 MANIFEST (EXHIBIT F)**

At the time of arrival, the contractor shall provide a complete Passenger and Cargo Manifest (SF-245) to the Finance Section and to the Planning Section or Status Check-in, listing the Contractor name, contract number, Contractor federal tax identification number, each person's complete name, and departure time from point of dispatch.

The Contractor shall provide a new manifest when a change in personnel occurs. The new manifest must be submitted by the next operational period to the Finance Section and to the Planning Section or Status Check-in.

### **C.10.2 CONTRACT INFORMATION**

The Contractor shall carry a minimum of two copies of the contract at all times. The Contractor shall furnish a copy of award information, including the Schedule B award schedules (Addendums B-1, B-2, B-3, and B-4) to any appropriate finance section or user unit upon request.

### **C.10.3 CONTRACTOR PACKET OF DOCUMENTS REQUIRED AT CHECK-IN**

See D.3 Packaging and Marking for the required Contract documents and packaging that must be submitted upon Check-In at the Incident or assignment.



### **C.11 LAUNDRY SERVICE**

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

### **C.12 CAMPSITE**

A designated campsite may be provided by the Government upon arrival of the NCR at the Incident. The Contractor shall provide sleeping equipment to suit the conditions such as tents, shelters, ground cloths, and sleeping bags.

### **C.13 COMMISSARY**

When authorized by the Contractor, the Contractor's employees will be permitted to use the Commissary when one is available.

### **C.14 TIMEKEEPING**

Time will be recorded by the Government agent responsible for ordering and/or directing use of each resource. Time will be recorded to the nearest quarter hour.

### **C.15 COORDINATION**

The Contractor shall designate the Single Resource Boss (Crew) as their representative on an Incident to deal with all matters pertaining to this contract.

### **C.16 FIRST AID/ EMERGENCY EVACUATION/ ACCIDENTS**

C.16.1 The Contractor is financially responsible for medical coverage of employee accidents. The Government will provide first aid to employees when needs arise due to work on the Incident. In life threatening situations, first aid will be administered, but further medical aid will be charged back to the Contractor. If Contractor personnel are injured on the fireline, the Government may evacuate the injured person(s). If Contractor personnel are in camp with an illness or injury and require transport to a medical facility/hospital, the associated cost of ground transport will be at the Contractor's expense. If the Government determines that the injury is life threatening and requires Life flight, associated costs will be paid by the Government.

C.16.2 Contractor shall provide the Single Resource Boss (Crew) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other documents

necessary to facilitate medical treatment. Such documents shall accompany the injured person(s) when a medical need arises.

**C.17 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL**

When directed by the Incident, the Contractor shall clean their vehicle(s) to remove noxious weed seeds. Time spent by the Contractor performing this task is considered on-shift time. The Government will normally provide cleaning facilities. If the Government requires use of commercial facilities, the Government will reimburse the Contractor for these costs based on written receipts.

**PART I - THE SCHEDULE**  
**SECTION D**  
**PACKAGING AND MARKING**

**D.1 VEHICLE IDENTIFICATION**

Contractor vehicles shall have external identification. The identification must be located on front driver side door and passenger side doors. At a minimum, the identification must include Contractor's business name. Recognizable company logos that include the company name are sufficient for this requirement.

**D.2 PROHIBITED MARKING**

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

**D.3 EQUIPMENT USE INVOICES, CREW TIME REPORTS, AND OTHER INCIDENT DOCUMENTATION**

The Contractor is required to supply an 8 by 12 inch or larger envelope to the Finance Section of any Incident or user unit in order to facilitate the accurate mailing of Emergency Equipment Use Invoices and Crew Time Reports.

When approved by the Government, certain reimbursable expenses such as lodging, commercial transport of crew vehicles, and commercial air travel should have supporting receipts, if available, included in the packet. Any receipts that are not available to the Crew Boss prior to demobilization from the Incident must be submitted by the Contractor to the designated payment center as soon as possible to avoid further delay in payment.

Pre- and post- inspection forms and copies of performance evaluations received at the Incident must also be included in the packet.

The Government's designated payment center for this contract is identified in Block 25 of the SF-33 contract award document. That payment address must be clearly and accurately printed on the envelope. In the return address section of the envelope, the Contractor name, address, and contract number with contract line item number must be clearly and accurately printed.

**PART I - THE SCHEDULE**  
**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

**E.2 INSPECTION OF SERVICES -- FIXED-PRICE (FAR 52.246-4)(AUG 1996)**

- (a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of 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 times and places 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 the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may --
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

- (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

### **E.3 INSPECTION AND ACCEPTANCE (AGAR 452.246-70)(FEB 1988)**

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection will be performed at:                     TBD
- (c) Acceptance will be performed at:                     TBD

### **E.4 INCIDENT INSPECTION**

The Government will perform inspections (Exhibit G) to insure compliance with the contract requirements. When necessary, Exhibit G provides a blank copy of the Hand Crew Inspection Form, Equipment Manifest and form OF-296 Vehicle Safety Inspection Checklist which may be used as needed when a vehicle safety inspection is performed and the information in Exhibit G can be documented. If the resource complement falls below the agreed upon staffing (at time of dispatch and documented on the resource order) the NCR is noncompliant. If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance.

### **E.5 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT**

After acceptance at the incident, if the Contractor becomes noncompliant, and therefore cannot perform work under this contract, the daily guarantee will not apply and the Contractor will be paid only for the actual hours worked. The Contractor may be given 24 hours, or a time frame designated by Government representatives, to bring the resource into compliance. The timeframe identified shall be stated on an FSH 6309.11, Work Order and Notice of Noncompliance, and a copy of the form shall be forwarded to the Contracting Officer immediately.

#### **E.5.1 UNDER STRENGTH CREWS**

- E.5.1.1 The Government may elect to accept a NCR that arrives at the Incident with no less than 18, but no more than 20, crewmembers. If the Contractor agrees to add additional crewmembers to bring the NCR up to the contract standard of 20 persons (or the crew size agreed upon in writing at time of dispatch), compliance with the agreed-upon crew size must be met within 24 hours, or a time frame designated by Government representatives, of arrival at the Incident. Travel time to the Incident will not be paid for additional crewmembers necessary to complete a 20-person crew.
- E.5.1.2 If the Contractor is unable to bring crew strength to 20 persons within 24 hours, or a time frame designated by Government representatives, the Government may, at its discretion, accept the NCR, notwithstanding the fact that it is under strength. If the NCR is accepted under this subsection, Point of Hire becomes the Incident for the entire NCR. **NO TRAVEL TIME TO THE INCIDENT OR RETURN TO THE DDP SHALL BE PAID.**
- E.5.1.3 If an under strength NCR is reassigned by the Government to another Incident, the Government will pay travel time from Incident to Incident and return to Point of Hire or DDP, whichever is closer.

## **E.6 WORKMANSHIP**

All work under this contract shall be performed in a safe manner to a professional standard. The goal of performance under this contract is the suppression of wildland fire, as well as the accomplishment of other mission objectives as may be identified and assigned in other emergency incident responses. The Incident Commander may release from an Incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit I). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Contractor and CO subsequent to the action. Accordingly, the CO, COR, or Project Inspector may require in writing that the Contractor remove immediately from the contract any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit I).

If a contract employee or crew is terminated, quits, or otherwise is released from the Incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours, or time specified by a government official, following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., the contractor's employee has not departed from the ICP for return to point of hire within the specified time period), the

IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from the Contractor's payment.

## **E.7 PERFORMANCE EVALUATIONS**

The Contractor's performance will be documented on the Fire Crew Performance Rating Form (ICS-224) (posted as EXHIBIT H) or other comparable form, which shall be completed at the Incident or project by the Government representative supervising the work. If the supervising Government representative is released from the Incident prior to the release of the NCR, the Government representative will still be responsible to complete a performance evaluation for work the NCR performed under that representative's supervision. The Government representative will forward any evaluation to the HUCC, which, in turn, will be responsible for the forwarding of the evaluation to the COR for that NCR.

The Contractor shall mail a copy of each and every performance evaluation to the Host Unit Dispatch Center, as well as to the CO or the Administrative Contracting Officer (ACO).

**PART I - THE SCHEDULE**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75)(FEB 1988)**

The effective period of this contract is from January 1 through December 31.

**F.2 CONTRACT AND PERFORMANCE PERIODS**

**F.2.1 CONTRACT PERIOD AND RENEWAL OPTION**

The contract base period shall extend from the date of award until December 31, 2007. However, at the option of the Government, the contract may be extended for one-year periods, not to exceed three extension periods. See FAR 52.217-9 Option to Extend the Term of the Contract and FAR 52.217-8 Option to Extend Services in Section I. for details of extension options.

**F.2.2 START WORK**

The Contractor will be given a maximum of ten days after the effective date of the Notice to Proceed (FS-6300-8) in which to provide availability of the NCR as per contract requirements.

**F.2.3 MANDATORY AVAILABILITY PERIOD**

The MAP shall begin on the date as stipulated in the Schedule of Items, unless otherwise modified by bilateral agreement or as a result of initial contract award occurring after the stipulated beginning date of the MAP in the Schedule of Items.

**F.2.4 ADJUSTED MAP**

F.2.4.1 The Government may request the Contractor to be available up to 30 days before and may extend the MAP up to 30 days after the published dates in the Schedule of Items. The request for an extension is subject to agreement by the Contractor and shall be formalized by a bilateral agreement.

F.2.4.2 The CO may suspend by written bi-lateral agreement (the agreement of both parties) the Contractor's duty under this contract to physically locate at the DDP. When this occurs, the NCR will be issued a written letter of exemption from the CO prior to the NCR's release. The NCR is not eligible for dispatching under this contract until the NCR is once again



physically located at the DDP and available. The bilateral agreement releasing the NCR from the MAP may be rescinded only by another written bi-lateral agreement signed by the Contractor and the CO.

#### F.2.4.3 OUTSIDE THE MAP

Resource orders issued by the Government outside the MAP are subject to acceptance by the Contractor.

### **F.3 STOP-WORK ORDER (FAR 52.242-15)(AUG 1989)**

The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (3) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- (4) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **F.4 PERFORMANCE**

The Contractor shall receive a close out briefing regarding their performance. At a minimum, one written performance evaluation for an Incident shall be completed by the Government representative prior to the NCR being demobilized from the Incident. A copy of the evaluation form(s) shall be given to the Contractor at the Incident and the Contractor shall forward any and all performance evaluations to the CO and the Host Unit Dispatch Center. A copy of the evaluation must be included in the packet submitted to the Finance Section as described in D.3.

The evaluation forms, in addition to other performance information that becomes available will be utilized to facilitate the compilation of the Contractor's performance report for each contract year. The performance reports shall be used for source selection and contract extension purposes. If performance is successful, the Contractor will be considered for contract extension.

The Contractor's inability to meet performance in a current performance period may result in non-extension of the contract for a subsequent option year. The Contracting Officer shall make this determination.

**PART I - THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION**

**G.1 POST AWARD CONFERENCE (AGAR 452.215-73)(NOV 1996)**

A post award conference(s) will be held after contract awards. The Contractors will be notified as to the location and date.

**G.2 PAYMENTS FOR FIRE SUPPRESSION, ALL-HAZARD, SEVERITY AND PREPAREDNESS ACTIVITIES**

These clauses apply to fire suppression and all-hazard activities.

**G.2.1 BASIS OF PAYMENT**

Payments shall be on an hourly basis per crew person except as otherwise provided herein.

**G.2.2 PAYMENT RATES**

**G.2.2.1 Suppression/All-Hazard Rate**

The rate specified in the Section B Schedule of Services (Addendum B-1) is the rate per hour per crewperson called the Suppression/All-Hazard Rate. For calculation of pay, time shall be recorded in 1/4-hour increments.

On Shift time includes:

- a) time the NCR is actually working, and
- b) time under the direction and control of the Government, including ordered standby.

The Contractor is paid for all on shift time from the beginning of shift until the end of shift, with the exception of meal breaks which are not normally compensable.

Under certain conditions, meals can be considered compensable. They are the exception, not the rule. Personnel on the fireline may be compensated for their meal period if ALL of the following conditions are met:

1. The fire is not controlled, and

2. The compensable meal break is approved by the supervisor at the next level of the crew boss, and
3. It is documented on the Crew Time Report.

Compensable meal breaks include time spent eating while traveling in a plane, bus, or other vehicle.

#### G.2.2.2 Severity and Preparedness Rate

The severity/preparedness rate shall be paid at the full contracted rate as awarded in Section B Schedule (Addendum B-1). Likewise, Severity/preparedness on shift time that exceeds 10 hours per day will be paid at the full suppression/all-hazard rate for all hours worked in excess of 10 hours. Meal breaks are non-compensable while on severity/preparedness assignments and cannot be considered as work time.

While on severity/preparedness assignments and the NCR is dispatched for fire suppression, the full contracted rate of pay shall apply from the time of dispatch on that day until the end of the shift. The full contracted rate shall continue to apply as long as the NCR is in contract compliance, and until the NCR has been released from the Incident and has returned to the point of hire.

#### G.2.2.3 Crew Downgrade Clause

With the exception of crew size, at any time when the Type 2 IA contract crew is not in strict compliance with the standards of Table C.2, NWCG Minimum Crew Standards for National Mobilization - Type 2, IA Qualifications, the Government will determine:

- a. If the Contract Crew meets the standards of Table C.3, NWCG Minimum Crew Standards for National Mobilization –Type 2 Qualifications, and
- b. If the Contractor meets the standards specified in Table C.3 the Government shall downgrade the crew to Type 2 and **may** at its discretion:
  1. continue to employ the crew if on assignment,
  2. release the downgraded crew if on assignment, or
  3. order the crew as a Type 2 crew if a new assignment.

All terms and conditions of this contract to include the ordering protocols apply.

- c. When the crew meets the standards in C.3, and the Government agrees to accept and employ the NCR as a Type 2 crew, the crew will not be deemed “noncompliant”.
- d. When the crew is downgraded from Type 2 IA to Type 2, the Government will deduct 10% from the Rate and shall pay at the lower rate until the standards of Table C.2 are met.

### G.2.3 DAILY GUARANTEE

For each calendar day the resource is under-hire, the Government shall pay not less than the following: (8 hours) x (number of crew members) x (full contracted rate specified in the schedule of services), or actual time worked, whichever is greater.

Notwithstanding the above, for the first and last day of the assignment, payment shall be for actual hours worked or traveled, and the Daily Guarantee does not apply. The last day of an assignment is considered to be that day when the NCR shall complete authorized travel home. The Daily Guarantee applies if the NCR is reassigned while in travel status to the home unit.

### G.2.4 NONCOMPLIANCE

If at any time after acceptance at the Incident, the Contractor becomes noncompliant, and therefore cannot perform work under this contract, the Daily Guarantee shall not apply and the Contractor shall be paid only for the actual hours worked. The Contractor shall be given 24 hours or the time frame designated by a Government representative to bring the resource into compliance.

### G.2.5 BRIEFINGS

Only the Single Resource Boss (Crew) is required by the Government to attend operational period briefings, and therefore be entitled to payment for this time. A maximum of four people per crew may attend the briefings with compensation if requested by the Government in advance and approved by the Government in writing on the Crew Time Report. The following positions apply: Single Resource Boss or Trainee, and Squad Boss or Trainee. Trainees must have an initiated Task Book and be listed on the manifest as such. Any NCR trainees must be acknowledged and documented upon check-in at the Incident.

### G.2.6 OFF-SHIFT DUTIES

No additional payment shall be made for costs associated with crew support (e.g.; tool sharpening, equipment maintenance, invoice reconciliation, laundry service, or other off-shift activities related to crew readiness) beyond the guarantees set forth herein.

## G.2.7 WITHDRAWAL OF CREW BY THE CONTRACTOR

The Government shall incur no further obligation for payment for unauthorized withdrawal of an NCR from an Incident or project. In cases where the Contractor unilaterally decides the crew must be removed, the Contractor shall coordinate with the Incident Management Team, COR, or user unit authority, and shall document the reason for removing the crew from the work. The determination as to whether the removal is authorized shall rest with the IMT, COR, or user unit authority whose decision shall be forwarded to the CO for final determination.

## G.2.8 OVERNIGHT ALLOWANCE, AND MEAL ALLOWANCE

When approved by the Government, certain reimbursable expenses such as lodging, commercial transport of crew vehicles, and commercial air travel should have supporting receipts, if available, included in the invoice packet. Any receipts that are not available to the Crew Boss prior to demobilization from the Incident must be submitted by the Contractor to the designated payment center as soon as possible to avoid further delay in payment.

An Overnight Allowance and/or Meal Allowance may be authorized according to the following conditions:

### G.2.8.1 OVERNIGHT ALLOWANCE

When the Government cannot provide a campsite, and if authorized by the user unit and properly receipted and invoiced, actual lodging expenses (double occupancy) incurred by the NCR are reimbursable. While in travel status to or from incidents/projects actual lodging expenses are reimbursable. For any lodging expenses invoiced at single occupancy, the reimbursement payment shall be reduced by 50% for each room singly occupied. The maximum allowable lodging rates per room, excluding taxes, is \$70.00. Double occupancy rates may be higher, but must not exceed \$140.00. Any associated lodging taxes are reimbursable as documented on the lodging invoice. [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)

Notwithstanding the user unit authorization above, the Overnight Allowance is authorized while in travel status and the Contractor cannot reach an assigned destination due to Driving Limitations (See EXHIBIT J).

### G.2.8.2 MEAL ALLOWANCE

When no food and drink are provided by the Government after the first shift at the Incident, an allowance of \$39.00 per crewmember per day shall be paid. The Meal Allowance is equal to the standard CONUS per diem meal rate. For the first and last day of each assignment, 75% of the allowance, or \$29.25, shall be paid.

The above Allowances are limited to the number of crewmembers shown on the Crew Time Report, but in no case shall these allowances be paid to more than twenty persons per shift.

#### G.2.9 FOOD & DRINK

Food and drink is normally provided at the Incident, if available, at no charge. Firefighters are encouraged to take sufficient drink with them to the fireline. See “Heat Stress” in EXHIBIT J, Safety Standards. See G.2.8 Remain Overnight Allowance.

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

#### G.2.10 ORDERED REST

When directed by the Government in its effort to address agency work/rest guidelines, rest is paid for 8 hours per person at the fire suppression rate per day. When the government cannot provide food, drink, and necessary facilities, the Government shall pay both the Overnight Allowance and the Meal Allowance; however, if the resource returns to the DDP or home unit for rest, no Allowances shall be paid.

#### G.2.11 ORDER CANCELLATION

##### G.2.11.1 ORDER CANCELLATION PRIOR TO DEPARTURE

If the Government cancels an order after Confirmation of the order with the Host Unit Coordination Center, a cancellation fee of \$500 shall be paid. A resource order is Confirmed when agreement is made between the Contractor and the Government official that:

- 1) the NCR ordered is available;
  - 2) there has been agreement as to the start work time at the Incident as per the Resource Order or at the project site as per the Task Order;
- AND
- 3) a request number and resource order number have been provided to the Contractor. When cancellation occurs, the Contractor shall forward an invoice with a copy of the resource order to the CO.

##### G.2.11.2 ORDER CANCELLATION/IN ROUTE

If the order is cancelled after the resource order has been confirmed, and the resource is in route, the resource is considered mobilized. The NCR

shall be paid for actual hours worked or traveled. An Overnight Allowance shall be paid when applicable.

#### G.2.12 PAYMENT OFFICE

The office designated in block 25 of the contract award document (SF-33) is the payment office unless and until changed by contract modification.

#### G.2.13 METHOD OF PAYMENT – ELECTRONIC FUNDS TRANSFER

Payments by the Government under this contract shall be made by electronic funds transfer (EFT). See FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration and FAR 52.204-7 Central Contractor Registration.

#### G.2.14 INVOICING PROCESS – FIRE SUPPRESSION AND ALL-HAZARD

G.2.14.1 After each operational period worked the Government shall record the Contractor's time on a Crew Time Report (SF-261). The Government representative shall sign the SF-261 verifying the hours worked daily. Where available, Contractors may use photocopy equipment.

G.2.14.2 The Finance/Administration Section will post the time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286). The Contractor Representative and the Government Representative will both sign the OF-286 verifying that the information contained on this form is correct.

G.2.14.3 When the NCR's are released to return to the Host Unit, the Finance Section closes out the Emergency Equipment Use Invoice including estimated time for return travel and approval of any Overnight Allowance, if appropriate.

G.2.14.4 The Contractor shall request payment under this subsection using the Emergency Equipment Use Invoice. Crew Time Reports signed by a Government representative shall be required as supporting documentation. See Section D.3 for other necessary documentation if there are reimbursable items.

G.2.14.5 Optional items ordered by the Government from Schedule B-2 must be accompanied by an Equipment Resource Order, and shall be paid according to the daily rate on Schedule B-2. Optional items must be included on the Emergency Equipment Use Invoice.



### **G.3 PROJECT WORK ORDERING CLAUSE**

Project work shall be ordered, prior to the work commencing, using appropriate agency ordering procedures. Project task orders may be placed by any appropriately warranted procurement official. Instructions for placing and competing project task orders are contained in Exhibit N.

### **G.4 PROJECT PAYMENTS CLAUSE**

Project work (see Exhibit N for description of the nature of project work) will be paid at the rate per unit as specified in the task order and awarded to the Contractor in response to a task order solicitation. Length of shifts under project work will normally consist of 8-10-hour days including travel. In addition to hourly rates, rates of pay for project work may be measured in units such as price per acre, per pile, per day, of other appropriate unit of measure.

When the Contractor accepts a project work assignment under this contract instrument, the NCR must complete the assignment as agreed upon unless released by Government. Meal breaks (unless justified by an extraordinary circumstance and approved by the CO) are non-compensable while on project work assignments and are excluded from computation of the total hours worked per day. The following terms apply to all project work if paid by an hourly rate:

#### **G.4.1 RATES OF PAYMENT**

**Rate of payment:** The rate of payment may be at rates as offered and awarded in the Contractor's response to a competed task order. The rates paid crewmembers by the Contractor must meet Service Contract Act minimums. For project work that utilizes an hourly rate of payment, daily work that exceeds 10 work hours will be paid at the suppression hourly rate for all hours worked in excess of 10 hours.

**On Shift:** Includes a) time the Contractor is actually working, and b) time under the direction and control of the Government, including inspection. If offering hourly rates, the Contractor is paid for all on shift time from the beginning of shift until the end of shift, with the exception of meal breaks.

**Overnight Allowance and Meal Allowance:** The Government will make a determination whether the Overnight Allowance and Meal Allowance is allowable. When the project is 45 miles or greater from the Contractor's point of origin, and the Government determines that commuting is uneconomical, the Government shall pay the Overnight Allowance and Meal Allowance as per Section G.2.8. However, if travel time to reach the project exceeds the work/rest guidelines, the Overnight Allowance and Meal Allowance shall be allowed.

Order Cancellation/in Route: If the order is cancelled after a task order has been confirmed and the resource is in route, a cancellation fee based on the suppression hourly rate as specified in Section B, Addendum B-1 shall be paid for actual hours worked or traveled.

#### G.4.2 BASIS OF PAYMENT

Payments for project work are based on the rate of pay as offered and awarded for the task order. Task orders for project work are to be competed as per requirements in Exhibit N. If the order is sole source, the user unit CO shall negotiate the rate of pay with the Contractor as appropriate to the work.

#### G.4.3 PAYMENT FOR PROJECT WORK

The user unit that is ordering and funding the project will make payment. All payment invoices with Task Order and Statement of Work for Project Work shall be forwarded to the appropriate Paying Unit in accordance with Agency procedures.

#### G.4.4 METHOD OF PAYMENT - ELECTRONIC FUNDS TRANSFER

Payments by the Government under this contract shall be made by electronic funds transfer (EFT). See FAR 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration and FAR 52.204-7 Central Contractor Registration.

#### G.4.5 INVOICING PROCESS - PROJECTS

##### G.4.5.1 Project Work Paid at an Hourly Rate

Contractors are responsible to provide these forms to the Government when performing on a project paid at an hourly rate:

G.4.5.1.1 The Single Resource Boss (Crew) will carry 2 copies of the contract with the task order to the project work site.

G.4.5.1.2 After each operational period worked the Government shall record the Contractor's time on a Crew Time Report (SF-261). The Government and the Contractor representatives shall sign the SF-261 verifying the hours worked daily. The appropriate job code, including override, shall be annotated in block 5 of Form SF-261. If applicable the Government shall annotate in block 11 of the SF-261 if the Overnight and Meal Allowances are to be paid.

G.4.5.1.3 The Contractor must submit his invoice along with the original Crew Time Reports to the Government representative overseeing the project. The Contractor must obtain a receipt signature on the invoice prior to submission of the invoice to the payment office.

G.4.5.1.4 The Government representative shall bundle and submit the Contractor invoice and accompanying Crew Time Reports to the designated payment office after review and auditing.

#### G.4.5.2 Project Work Paid at Other Than an Hourly Rate

For project work priced at other than an hourly rate, the Contractor shall submit invoices that accurately measure work completed, such as percentage of work completed, acres completed, or days worked. The submission of invoices for project work paid at other than an hourly rate shall be as per the instructions in G.4.5.1.

### **G.5 PAYMENTS FOR TRANSPORTATION OF CREW VEHICLES**

When ordered by the Government through an Equipment Resource Order, the Contractor shall be reimbursed for the one-way commercial transport of the Contractor-supplied crew vehicles with equipment to an Incident where the NCR was transported by the Government via air transport.

The following terms and conditions shall apply:

- One-way transport from Contractor place of business or DDP to ICP or other designated location on the order
- Commercial common carrier only
- Door-to-Door delivery FOB Destination
- Enclosed or unenclosed carrier transport of vehicle w/equipment
- Ordered by the Government via a properly placed Equipment Resource Order
- Equipment Resource Order must be included with Emergency Equipment Use Invoice as well as a receipt or invoice from the carrier.

The Interstate Commerce Act regulates the rates and fees charged by a common carrier. Generally, a public transportation service is required to publish its fee schedules to be charged for the transportation service to the general public. The transportation service is required to charge the published fare. For this contract, the contractor is required to use carriers that offer acceptable service at reduced rates if available. The name and location of the transportation officer designated to furnish support and guidance to the Contractor who intends to use Government rate tenders will be supplied at the time of placement of the Equipment Resource Order. (See the contract clauses in Section I.3, I.17, and I.19 and Exhibit B for additional details and requirements).

**PART I - THE SCHEDULE**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

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

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-13	Accident Prevention (NOV 1991)

**AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES**

452.236-72	Use of Premises (NOV 1996)
452.236-73	Archaeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution (NOV 1996)
452.236-77	Emergency Response (NOV 1996)
452.237-70	Loss, Damage, Destruction or Repair (FEB 1988)
452.237-75	Restrictions Against Disclosure (FEB 1988)

**H.2 KEY PERSONNEL (AGAR 452.237-74)(FEB 1988)**

(a) The Contractor shall assign to this contract the following key personnel:

Crew Boss (one per crew)  
FFT1/Squad Bosses (three per crew)

At time of award, the Government will approve all Contractor key personnel to be utilized under this contract.

- (b) The Contractor shall not utilize or replace key personnel after the award of the contract unless approved by the CO.

The Contractor shall submit the information required by paragraph (c) to the Contracting Officer prior to adding key personnel.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed replacements, complete resumes for the proposed replacement personnel, and any additional information requested by the Contracting Officer. Proposed replacements will have equivalent or better qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor of the CO's decision regarding replacement of key personnel within 15 calendar days after receipt of all required information. The contract will be modified to reflect any approved changes of key personnel.

- (d) Rotation or substitution of Contractor's approved key personnel

The Government does not require that the identical crew leadership combination be provided at each dispatch. Substitutions from within Contractor's approved key personnel list submitted with the Contractor's offer may occur with notification to the Host Unit.

### **H.3 EMPLOYMENT OF ELIGIBLE WORKERS (4G52.222-701)(DEC 1999)**

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (8 CFR 274a).

The contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for 3 years, or 1 year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS office.

**H.4 LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS (FSAR 4G52.222-702)(DEC 1999)**

(a) General. This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing MSPA (29 CFR 500). The purpose of MSPA is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor contractors, and to ensure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to predominately manual forestry work including, but not limited to, tree planting, release, pre-commercial thinning, site preparation, and wildland fire fighting.

(b) Definitions.

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker", as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

"Farm Labor Contractor", as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) Registration Requirement. Any contractor who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Certificate of Registration from the Department of Labor or an authorized State agency. The contractor shall carry the Certificate at all times while engaged in contract performance, and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined for a "Farm Labor Contractor" in paragraph (b) must have their own Farm Labor Contractor Employee Certificate.

(d) Worker Protections. The contractor shall comply with the following protections and standards related to wage disclosure, recordkeeping, vehicle safety, and housing:

- (1) The contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.
- (2) Wage and Payroll Standards
  - (i) The contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation information, at the time they are recruited or hired. The Department of Labor provides an optional Form WH-516 for contractor's use in disclosure.
  - (ii) The contractor must keep the following payroll records for each employee: name, address, social security number, basis for wages (that is, per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records shall be retained for 3 years.
  - (iii) Payments must be made no less frequently than every 2 weeks or semi-monthly. At the time of each payment, the contractor shall provide to the employee a written itemization of the information listed in paragraph (ii) and shall include the employer's tax identification number.
  - (iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.
- (3) Motor Vehicle Safety
  - (i) The contractor must be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the contractor must be registered as a farm labor contractor or a farm labor contractor employee.
  - (ii) Any vehicle under the ownership or control of the contractor shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations at 29 CFR 500.105. All drivers must have a current, valid State driver's license.
  - (iii) Each vehicle under the ownership or control of the contractor which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance of \$100,000 per seat (maximum \$5,000,000). A workers compensation

policy which covers the workers while being transported plus an additional property damage policy for \$50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

(4) Housing

- (i) The contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency. The contractor must post the certificate of occupancy at the housing site.
  - (ii) The authorization to furnish housing, other than commercial lodging, must appear on the contractor's certificate.
- (e) For further information on the requirements of the Act, contractors should contact their local Wage and Hour Division of the Department of Labor.

**H.5 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT REGISTRATION (FSAR 4G52.222-703)(DEC 1999)**

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain an MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 30 days after notification of award of the contract.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA.

Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

**H.6 COMPLIANCE WITH THE IMMIGRATION AND NATIONALITY ACT (FSAR 4G22.7001 Policy)**

Section 274A of the Immigration and Nationality Act (8 U.S.C 1324a) makes it unlawful for an employer to hire unauthorized aliens. Pursuant to section 274A, the Immigration and Naturalization Service (INS) has established Form I-9, Employment and Eligibility



Verification Form, as the document to be used for employment eligibility verification. It is the policy of USDA to promote contractor compliance with section 274A of the Immigration and Nationality Act and with implementing regulations and guidance promulgated by INS.

## **H.7 PERSONAL PROTECTIVE EQUIPMENT**

1. The contractor will train in the safe operation and use of equipment to all workers using such equipment. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the contract. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant.
2. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
3. Defective or damaged personal protective equipment shall not be used.
4. The contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chain saw chaps and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-4F (January 20, 2000). The chaps shall cover the full length of the thigh to the top of the boot on each leg.
5. The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.
6. The contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-(latest edition).
7. The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-(latest edition).
8. The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

## **H.8 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS**

The following provisions apply to all camping on National Forest lands during performance of this contract:

1. These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises", in this contract.
2. Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.
3. The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.
4. The campsite shall have a clean appearance at all times.
5. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.
6. Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.
7. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
8. Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
9. Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.
10. An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.
11. Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.
12. Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.

13. Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid. Contents of first aid supplies shall adhere to all applicable State requirements.
14. Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.
15. Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.
16. The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
17. The contractor shall comply with the following fire regulations during fire season:
  - a. A shovel, axe or Pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.
  - b. All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.
  - c. All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in (b).
  - d. All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.
18. Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.
19. The Forest Service reserves the right to terminate a camping permit at any time.

**PART II--CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

**I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

- 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 2006)
- 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)
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
- 52.204-4 Printed or Copied Double- Sided on Recycled Paper (AUG 2000)
- 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2006)
- 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--Uniform Contract Format (OCT 1997)
- 52.217-2 Cancellation Under Multiyear Contracts (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
- 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- 52.219-9 Small Business Subcontracting Plan (SEP 2006)
- 52.219-14 Limitations on Subcontracting (DEC 1996)
- 52.219-16 Liquidated Damages --Subcontracting Plan (JAN 1999) (*Applicable if > \$500,000*)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
- 52.222-21 Prohibition of Segregated Facilities (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)
- 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)
- 52.222-41 Service Contract Act of 1965, as Amended (JUL 2005)
- 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (NOV 2006)
- 52.222-50 Combating Trafficking in Persons (SEP 2006)
- 52.223-5 Pollution Prevention and Right to Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-1 Payments (APR 84)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.232-18 Availability 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 (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
- 52.245-1 Property Records (APR 1984)
- 52.245-2 Government Property (Fixed-Price Contracts)(MAY 2004)
- 52.246-25 Limitation of Liability-Services (FEB 1997)
- 52.248-1 Value Engineering (FEB 2000)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
- 52.249-8 Default (Fixed-Price Supply and Service)(APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

**CLAUSES FULL TEXT:**

**I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7)(JUL 2007)**

- (a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
  - (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number-
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

### **I.3 ALLOWABLE COST AND PAYMENT (FAR 52.216-7)(DEC 2002)**

This clause applies to actual reimbursable expenses to the Contractor in response to orders from the Government. The specific reimbursable services that can be ordered are commercial transport of crewmembers and commercial transport of crew vehicles. (See Exhibit B and Section G.5)

- (a) Invoicing.
  - (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
  - (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
  - (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In



the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

- (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only—
  - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
    - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—
      - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—
        - (1) In accordance with the terms and conditions of a subcontract or invoice; and
        - (2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;
      - (B) Materials issued from the Contractor’s inventory and placed in the production process for use on the contract;
      - (C) Direct labor;
      - (D) Direct travel;
      - (E) Other direct in-house costs; and
      - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
    - (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
  - (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
  - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
  - (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
  - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
  - (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract

obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.
  - (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—
    - (A) Determine the amounts due to the Contractor under the contract; and
    - (B) Record this determination in a unilateral modification to the contract.
  - (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—
  - (1) Shall be the anticipated final rates; and
  - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—
  - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs;  
or
  - (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment.
  - (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's

compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

#### **I.4 ORDERING (FAR 52.216-18)(OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the beginning through the end of the contract period.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.5 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one operational period, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of \$1,000,000.
  - (2) Any order for a combination of items in excess of \$5,000,000 or
  - (3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.6 INDEFINITE QUANTITY (FAR 52.216-22)(OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if

ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2010.

**I.7 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27)(OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. The maximum number of awards contemplated is **ten**.

**I.8 OPTION TO EXTEND SERVICES (FAR 52.217-8)(NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 14 days before the contract expires.

**I.9 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)  
(MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration date of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. If the Government exercises an option to extend the term of the contract, it will do so prior to the expiration date. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

**I.10 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39)(DEC 2004)**

- (a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to-
  - (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or



- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
  
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-
  - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
  
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B- Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**I.11 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)**  
**(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It Is Not A Wage Determination.*

Based on Interagency Business Management Handbook, Chapter 10 – Personnel

Date approved: 03/10/2006

Employee Class	Monetary Wage	Fringe Benefits
Crew Boss	\$17.28	NA
Fire Fighter type 1	\$14.40	NA
Fire Fighter type 2	\$13.00	NA

**I.12 TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14)(AUG 2003)**

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if—
- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
    - (i) Major group code 10 (except 1011, 1081, and 1094).
    - (ii) Major group code 12 (except 1241).
    - (iii) Major group codes 20 through 39.
    - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

- (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt—
  - (1) The Contractor shall notify the Contracting Officer; and
  - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall-
    - (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
    - (ii) Continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall-
  - (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
  - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**I.13 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FAR 52.232-7)(FEB 2007)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

- (a) *Hourly rate.*
  - (1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

- (i) Performed by the Contractor;
  - (ii) Performed by the subcontractors; or
  - (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.
- (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—
- (i) Individual daily job timekeeping records;
  - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
  - (iii) Other substantiation approved by the Contracting Officer.
- (6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.
- (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.
- (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials.*

- (1) or the purposes of this clause—
  - (i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
  - (ii) *Materials* means—
    - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;
    - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
    - (C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
    - (D) Applicable indirect costs.
- (2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—
  - (i) Quantities being acquired; and
  - (ii) Actual cost of any modifications necessary because of contract requirements.
- (3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—
  - (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
  - (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
- (5) The Contractor may include allocable indirect costs and other direct costs to the extent they are—
  - (i) Comprised only of costs that are clearly excluded from the hourly rate;
  - (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
  - (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.
- (6) To the extent able, the Contractor shall—
  - (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

- (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.
- (c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.
  - (d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
  - (e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
  - (f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting

documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

- (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
- (2) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

#### **I.14 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19)(APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is

contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.15 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (FAR 52.232-35)(MAY 1999)**

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).
- (c) Designated Office:

Name: USDA NATIONAL FINANCE CENTER  
Telephone Number: (800) 421-0323

**I.16 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)(MAR 2007)**

- (a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the



subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.17 COMMERCIAL BILL OF LADING NOTATIONS (FAR 52.247-1)(FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Forest Service and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. Forest Service and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement provisions for this service in contract No. AG-024B-C-0X-XXXX. This may be confirmed by contacting U.S. Forest Service, National Interagency Fire Center, Forest Service Contracting, 3833 S. Development Avenue, Boise, Idaho 83705.

**I.18 CONTRACTOR LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE**  
**(FAR 52.247-21)(APR 1984)**

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

**I.19 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT** (FAR 52.247-48)(FEB 1999)

- (a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor—
  - (1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and
  - (2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:
    - (i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.
    - (ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.
    - (iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.
- (b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

**I.20 GOVERNMENT LIABILITY**

The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

The Crew Boss is responsible for managing the Crew within its operating limits, responsible for safety of their employees and cargo and shall comply with the directions of the Government, except when in the judgment of the Crew Boss such compliance will be a violation of applicable Federal or State regulations. The Crew Boss shall refuse any operation considered hazardous or unsafe.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

**J.1 LIST OF EXHIBITS**

EXHIBIT A - DEFINITIONS

EXHIBIT B - CREW AIR TRANSPORTATION

EXHIBIT C - TRAINING AND QUALIFICATIONS

REQUIREMENTS FOR NON-NWCG ENTITIES

EXHIBIT D - POSITION QUALIFICATION REQUIREMENTS

EXHIBIT E - FIREFIGHTING TRAINING, REGION 6 (AVAILABLE TO ALL)

EXHIBIT F - HANDCREW MANIFEST FORM

EXHIBIT G - HANDCREW INSPECTION FORM

EXHIBIT H - CREW PERFORMANCE RATING

EXHIBIT I - HARASSMENT FREE WORKPLACE POLICY

EXHIBIT J - SAFETY STANDARDS, PERSONNEL REQUIREMENTS AND  
PERSONAL PROTECTIVE EQUIPMENT/ WORK REST/ DRIVING/  
AND LENGTH OF ASSIGNMENT GUIDLINES

EXHIBIT K - INCIDENT IDENTIFICATION/ QUALIFICATIONS CARD

EXHIBIT L - EMERGENCY EQUIPMENT – USE INVOICE (OF-286)

EXHIBIT M - WAGE DETERMINATIONS

EXHIBIT N - ORDERING PROJECT WORK

EXHIBIT O - CONTRACTOR TRANSPORTATION OF CREW VEHICLES

EXHIBIT P - ENGLISH LANGUAGE PROFICIENCY EVALUATION

EXHIBIT Q - PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR  
TECHNICAL (SF-1404)

EXHIBIT R - NATIONAL HAND CREW TRAINING RECORD REVIEW/WORK  
CAPACITY FITNESS TEST (WCFT) MONITORING

## **EXHIBIT A DEFINITIONS**

### ACRONYMS

ACO	Administrative Contracting Officer
COR	Contracting Officer's Representative
CO	Contracting Officer
DDP	Designated Dispatch Point
FAR	Federal Acquisition Regulations
GACC	Geographical Area Coordination Center
HUCC	Host Unit Coordination Center
IA	Initial Attack
MA	Meal Allowance
MAP	Mandatory Availability Period
NICC	National Interagency Coordination Center
NIFC	National Interagency Fire Center
NCR	National Contract Resource
NWCG	National Wildfire Coordinating Group
OA	Overnight Allowance
PPE	Personal Protective Equipment
PI	Project Inspector
ROSS	Resource Order Status System

**AGENCY** - A Government organization which, for the practical purposes of this contract, is one of the land use agencies listed under GOVERNMENT.

**AGENCY COOPERATOR** - Government entities, including federal, state, and local, available and authorized through Cooperative Agreement to assist the United States Forest Service.

**ALL-HAZARD** - Non-fire incidents which utilize ICS organizations to mitigate conditions or damages resulting from natural or manmade disasters. Hurricanes and floods are examples of all-hazard incidents.

**BI-LATERAL AGREEMENT** - A written agreement, mutually agreeable to both parties, negotiated between the Government and the Contractor that changes any terms and conditions or requirements of the contract.

**CAMPSITE** - A Government designated site for overnight stay, defined as a place that shall be relatively secure from intrusion and suited for pitching a tent and sleeping. Potable water and latrine facilities are provided by the Government.

**CO (Contracting Officer)** - Government personnel with specific delegation of procurement authority, also known as a warranted contracting officer, who retains the full array of authorities

in respect to any actions related to award, administration, payment, disputes, and termination of the National Crew contract.

**COMPENSABLE MEAL PERIODS** - A meal period for which a crew will be paid the appropriate contract rate to remain at their post and continue work as they eat. See Section C. for conditions allowing for compensable meals.

**COR** - Contracting Officer's Representative - An individual designated by the contracting officer to serve as the CO's on-site representative in matters dealing with contract administration.

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

**DESIGNATED DISPATCH POINT (DDP)** - Physical address where the NCR must be located during the Mandatory Availability Period. Schedule B. lists the requirement for maximum distance that a DDP can be from any given Host Unit Dispatch Center during the MAP.

**GACC** - Geographic Area Coordination Center) - Each GACC is located within political boundaries designated by the wildland fire protection agencies, where these agencies work together in the coordination and effective utilization of resources within their boundaries. The GACCs act as focal points for internal and external resource requests not filled at the local level. There are eleven GACCs, each regionally located throughout the U.S.

**GOVERNMENT** - United States Department of Agriculture - Forest Service (USFS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

**GOVERNMENT REPRESENTATIVE** - Designated employee of the agencies listed under the definition of Government.

**HOST UNIT** - The land within the boundaries of the Agency units identified on the Schedule.

**HOST UNIT COORDINATION CENTER (HUCC)** - Agency or Interagency Dispatch Center that dispatches for the Host Unit and may dispatch for other agencies or other units.

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

**MAP** - Mandatory Availability Period - The MAP encompasses that period of time as designated in the Schedule of Services in which availability and specific NCR location is mandated by the terms of this contract.

**MEAL ALLOWANCE (MA)** - An allowance paid as per Section 2.8.2 by the Government to partially compensate the Contractor for meals when food and drink is not supplied by the Government.

NCR - National Contract Resource - Twenty-person Type 2IA hand crew.

NATIONAL WILDFIRE COORDINATING GROUP (NWCG) is made up of the U.S. Forest Service; four Department of the Interior agencies: Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS), Federal Emergency Management Agency (FEMA), U.S. Fire Administration, State forestry agencies through the National Association of State Foresters, and the Intertribal Timber Council. NWCG coordinates programs of the participating wildfire management agencies. The group provides a formalized system of standards for training, equipment, qualifications, and other operational functions that guide the requirements for fire suppression and all-hazard incidents. [http://www.nwcg.gov/nwcg\\_admin/members.htm](http://www.nwcg.gov/nwcg_admin/members.htm)

NORMAL WEAR AND TEAR - For the purpose of this contract, the term "normal wear and tear" shall include, but not be limited to:

- Brush scratches on the body of the vehicle.
- Punctures tears or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment.
- Wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails and tailgate. Includes chips from flying rocks and minor bumps and dents on both the sheet metal and the bumpers.
- Clogged air filters and oil filters from dust.
- Damage to power train.

ON SHIFT - Includes: a) time the Contractor is actually working, b) time under the direction and control of the Government, including ordered standby and c) time in travel to and from the incident base to the fireline/project and return.

ORDERED STANDBY - Compensable time when a resource is held, by direction or orders, in a specific location fully outfitted and ready for assignment.

OPERATIONAL PERIOD - Equal to one shift, an operational period is assumed to be 12 hours in fire suppression mode, or 8-10 hours during project work.

OVERNIGHT ALLOWANCE (OA) - An allowance paid as per Section G.2.8.1 by the Government to compensate the Contractor for actual expenses applicable to lodging when a campsite is not provided by the Government. OA is also authorized while Contractor's crew is in travel status and cannot reach an assigned destination or campsite due to driving limitations or when constrained by work/rest guidelines. (See Exhibit J, Section I. for link to work/rest guidelines).

POINT OF HIRE - Contractor's place of business or where resource is located at time of dispatch. See Section B - Schedule of Services for Contractor's place of business address.

**POINT OF ORIGINATION** - Location as specified in the schedule of items as the Designated Dispatch Point, or other location agreed upon at the time of placing an order, or as noted on the Resource Order, in order to calculate travel time and distance as per C.7.6.2.

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

**PREPAREDNESS** - Those activities necessary to build, sustain, and improve the capability to protect against, respond to, and recover from fire and other domestic incidents. An NCR while on a preparedness assignment may be assigned duties that do not unduly interfere with or hamper their ability to respond to fire suppression activities. Work performed while on a preparedness/severity assignment is paid at the full contracted rate.

**PROJECT INSPECTOR** - Designated by the Contracting Officer's Representative (COR), a Project Inspector (PI) has certain limited authorities to administer a contract and assists the COR primarily with on-site inspections for compliance and monitoring of performance.

**PROJECT WORK** - For the purposes of this contract, project work is fuel treatment related work to accomplish fire protection objectives -- not construction, facilities maintenance, or timber related -- which as an option may be ordered by the Government and accepted by the NCR. Project work is ordered and accomplished outside of fire suppression and all-hazard incidents or preparedness/severity-funded assignments. The rate of pay for Project Work is negotiated through solicitation and award of individual Task Orders.

## PROPERTY

- **Accountable Property.** Items with a purchase price of \$5,000 or more, or items that the Incident Agency considers sensitive (e.g., cameras, chainsaws) and therefore accountable for the purposes of responsible property management for the Incident. This property is generally tagged with an agency identification number.
- **Durable Property.** Goods that are non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.
- **Consumable Goods.** Consumable goods are dry good items normally expected to be consumed on the Incident (e.g., replacement radio and headlamp batteries, plastic one-quart canteens, and plastic sheeting). This property is not marked.

**PROTECTION AGENCY** - The agency responsible for providing direct incident management to a given area pursuant to a cooperative agreement, contract, or other authority. (Also referred to the USER UNIT).

**RED CARD** - A qualification card issued by an Agency or other authority to fire fighting personnel that certifies an individual's qualification for the various positions designated in the

Incident Command System. Qualifications standards are set by NWCG and typically prescribe the required training, experience, and physical fitness for each position.

**RESOURCE** - For the purposes of this contract, Resource refers to Contractor's twenty person hand crew, which is ordered as a Crew Resource. Other resources assigned to incidents are specified in Resource Orders under the categories of Overhead, Supplies, Equipment, and Aircraft.

**SEVERITY FUNDING** - A funding authorization that agencies use to increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected due to severe fire weather conditions.

**SEVERITY/PREPAREDNESS** - The class of assignments that are related to pre-suppression or fire preparedness activities. Appropriate severity/preparedness activities are stand-by at the DDP, patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10-minute mobilization response time. See Section B, Pricing and Estimated Quantity.

**SUPPRESSION** - Suppression encompasses all the work of extinguishing or confining a fire, beginning with its discovery. For purposes of pay, all-hazard assignments are included in the suppression rate.

**UNDER HIRE** - Time under hire shall start at the departure time agreed upon when Resource is ordered by the Government and end by notification to the Contractor by the Government that resource is released.

**USER UNIT** - The agency unit under whose authority work is ordered and performed.



## **EXHIBIT B CREW AIR TRANSPORTATION**

### **I. AIR TRANSPORTATION**

Crews dispatched by the Government may be required to fly by Government provided, or commercial transport to the fire location. The Contractor will be notified that the crews are to be transported by air at the time the Government dispatcher places the Resource Order Request. When this occurs, the following rules **MUST** be adhered to.

### **II. GENERAL CREW INFORMATION**

- A. If crews are required to be air transported, crews **DO NOT** come with hand tools. Crews shall not bring chain saws, unless specifically requested. (See National Mobilization Guide, 22.2 Crews)
- B. All equipment will be inspected and weighed at the time of mobilization to ensure adherence to safe transporting procedures. **NO** combustible materials in motorized equipment, containers or fuses may be loaded aboard aircraft. If chain saws are requested, they must be purged before being placed on the aircraft.
- C. Crews transported by air under these provisions must wear clean clothing, while traveling aboard aircraft(s), to and from each fire location.

### **III. CREW MANIFESTS, WEIGHT POLICY, AND GEAR FOR ALL PERSONNEL**

- A. All personnel dispatched and transported by aircraft must conform to the following limitations:
  - 1. Crews will be limited to a maximum of 20 people per crew due to limited airline space and costs to the Government.
  - 2. All personnel mobilized and demobilized will be identified on a Passenger and Cargo Manifest Form (Form SF-245). All crew leaders or crew representatives will maintain a **MINIMUM** of four (4) accurate copies of this form at all times. Crew person weights will be displayed separately from baggage and equipment weights on manifest. Crew leaders or crew representatives will ensure compliance with weight limitations.
  - 3. Crew persons shall be limited to:
    - a. One (1) frameless soft pack **NOT TO EXCEED** 45 pounds.
    - b. Web gear or briefcase (not both) **NOT TO EXCEED** 20 pounds.
    - c. **MAXIMUM** allowable crew weight, **INCLUDING EQUIPMENT** is 5,100 pounds.

#### IV. REIMBURSEMENT FOR AIR TRANSPORTATION

- A. When crews are transported by commercial air, the Government shall reimburse the Contractor for air transportation costs. These costs may include any related transportation costs incurred by the Contractor from the dispatch-designated air terminal to the fire location and return to that dispatch-designated air terminal, unless the Government changes the return destination. Airfare costs in excess of the lowest customary standard coach, or equivalent airfare, offered during normal business hours are unallowable. Exceptions that may apply are when such airfares will result in circuitous routing, travel during unreasonable hours, excessively prolonged travel, the incurring of other costs that would offset the transportation savings, or conditions that would otherwise not reasonably meet the needs of the traveler or mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified in writing with copies of that documentation included with Contractor invoices. All time from the point of hire to the incident in transport is time under hire. Lodging and meal allowance is authorized if justified per the guidelines in Section G.2.8. Other ground transportation such as car rental may be authorized.
- B. The Government shall not reimburse Contractors for EMERGENCY return air transportation for individual crew persons.
- C. The Government shall not reimburse Contractors for return air transportation costs for individual crew persons whose employment is terminated at the fire location or who choose to return from the fire location for personal reasons.
- D. When the Contract Crew is transported to an Incident by air, should the contract crew vehicles (which are required equipment for this contract and as such are included in the hourly rate in Schedule B) be ordered by the Government to be available at the Incident, the Contractor shall arrange to transport crew vehicles by providing Contractor employees as qualified drivers (See Exhibit O) or through commercial carrier for delivery of such vehicles to the Incident, or a location designated by the Government, as ordered on an Equipment Resource Order. The Government shall reimburse the one-way commercial transport of the regular crew vehicles with equipment from the Contractor place of business or DDP with the following terms and conditions:
- One-way transport from Contractor place of business or DDP to ICP or other designated location on the Resource Order
  - When Contractor drivers are not used
  - Door-to-Door delivery FOB Destination when Commercial carrier is used
  - Enclosed or unenclosed carrier transport of vehicle w/equipment when Contractor drivers are not used
  - Ordered by the Government via a properly placed Equipment Resource Order
  - Contractor submissions for reimbursement must include the Equipment Resource Order with the equipment use invoice as well as a receipt or invoice from the Commercial carrier if used (See E.4 below)

When Commercial carrier is used, the government shall not pay any related expenses such as Contractor employee driving of the crew vehicles to a commercial vendor terminal for beginning or ending transport. The Government reserves the right to determine the price reasonableness of Contractor arranged commercial vehicle transport and may suggest other vendors if the rates are determined to be unreasonable. If the preceding terms and conditions are not met, or otherwise waived by the CO in writing, any transportation and travel expenses related to delivering the crew vehicles to the Incident are the full responsibility of the Contractor.

E. Procedure (Refer to Section G. for invoicing and payment procedures)

1. If the crew boss is able to present the airline ticket/receipt/or invoice from the carrier at the Incident, the Contractor costs for airline transportation will be added to the Emergency Equipment Use Invoice submitted for crew costs, or
2. If the crew boss does not have the airline ticket receipt or invoice at the Incident, the Contractor may later submit the bill for reimbursement for common carrier costs to the payment center as indicated in Block 25 of the SF-33 contract award document. All required documentation as listed below must be submitted.
3. Supporting documentation, in addition to that required in Subparagraph 1. above, shall include: any itineraries received from the airline or travel agency; the Standard Form SF-245, Passenger and Cargo Manifest; and the Crew Time Report for the travel time (to include necessary ground travel to and from the point of hire to the incident). The CTR must be signed by the Government representative at the travel destination in order for the CTR to serve as a receipt for the air transportation services received on behalf of the Government.
4. When Commercial carrier is used, invoices for commercial transport of crew vehicles that are duly requested and properly ordered via Equipment Resource Order by the Government are to be submitted by the Contractor upon completion of the one-way transport to the Incident or crew assignment location as indicated on the Resource Order. The crew boss or contractor representative has the responsibility of procuring the invoice from the commercial carrier upon delivery of the crew vehicles. The original invoice or a legible copy should be submitted to the Finance Section so it can be added to the Emergency Equipment Use Invoice. The contractor is responsible for payment to the commercial carrier and shall be reimbursed by the Government via the Emergency Equipment Use Invoice. If the crew boss is unable to procure the invoice upon delivery, see Subparagraph 2 above. (See the contract clauses in Section I.3, I.17, and I.19 for additional details and requirements).

## **EXHIBIT C**

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

#### NWCG Standard Wildland and Prescribed Fire Contract Provisions

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

#### Minimum Qualifications

By signing this agreement or contract, the CONTRACTOR certifies that all employees hired by CONTRACTOR and employed in firefighting or prescribed fire operations meet the minimum qualification requirements pursuant to the following categories and defined by the Wildland and Prescribed Fire Qualification System Guide (PMS 310-1). <http://www.nwcg.gov/pms/docs/310-1new.pdf>

Position qualification requirements are included in this section.

#### Hand Crews

The standard for a Hand Crew is 20 properly trained individuals, available at the time of dispatch. At a minimum, contract hand crews will be supervised by and contain one Crew Boss Single Resource (CRWB), and three (3) Firefighter Type 1 (Squad Bosses). The remaining crewmembers must be minimally qualified as Firefighter (FFT2).

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

#### Proof of Qualifications

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

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

The certification card must be signed by the Certifying Official (Contractor or Contractor Association), which validates the contractor or contractor's employee(s) qualifications.

The CONTRACTOR must maintain all documentation (training certificates and completed task books) that support qualifications.

The GOVERNMENT is not responsible for certifying or maintaining qualification records for contractors or contractor's employee(s).

The certification card will be in the possession of each employee while assigned. The CONTRACTOR or their representative must also have a copy of this certification while assigned.

### Training Requirements

A. In addition to the training requirements defined by the 310-1, the CONTRACTOR shall ensure that all employees receive Annual Safety Refresher Training. This training will include, at a minimum, "Your Fire Shelter" refresher course. Information on current refresher requirements can be found at:  
<http://www.nifc.gov/wfstar/index.htm>

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

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

### Position Performance Assignments

#### Position Task Books

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

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

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

## Record Keeping

### A. Contractor Responsibilities:

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

The Contractor will maintain employee training and experience records, including records and certification cards for workers that are hired subsequent to receiving a dispatch order, in such a manner that they can be easily obtained and available for inspection at any time during the contract period.

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

### B. Government Responsibilities

Contracting Officer shall review and verify (See H.3 Pre-Award Survey) the Contractor's certification of records for all employees prior to contract award. The government reserves the right to review records and evaluate contractor employee's qualifications at any time during the contract period.

## **EXHIBIT D POSITION QUALIFICATION REQUIREMENTS**

### **Purpose:**

The purpose of this exhibit is to define the qualifications a **CONTRACTOR'S** employee shall have before the employee can be certified in each Incident Command System (ICS) position required under this Contract. *Table 1, below, shows in sequence the training and experience requirements to become certified in each position under the terms of this contract.*

### **Scope:**

The qualifications defined are for the ICS positions of Single Resource Boss-Crew (CRWB); Incident Commander Type 5 (ICT5); Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2).

Position Qualifications Standards:

### **SINGLE RESOURCE BOSS-CREW (CRWB)**

#### **REQUIRED TRAINING**

Intermediate Wildland Fire Behavior (S-290)  
Crew Boss (Single Resource) (S-230)  
Annual Fireline Safety Refresher (RT-130)  
National Incident Management System (NIMS) and Introduction (IS-700)

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

Basic ICS (I-200)  
Followership to Leadership (L-280)  
Basic Air Operations (S-270)  
Interagency Incident Business Management (S-260)  
Ignition Operations (S-234)

#### **EXPERIENCE**

Satisfactory performance as an Advanced Firefighter/Squad Boss that consisted of:

- *At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).*
- *A total of at least fifteen (15) operational periods with ten (10) of those periods on Type 3, 2, or 1 incidents.*

After the FFT1 has completed this experience requirement they may be considered for becoming a Trainee CRWB.

**AND**

Satisfactory position performance as a Single Resource Boss - Crew (CRWB), supervising a minimum of 18 firefighters, on wildfire or prescribed fire Incidents, documented in PTB, that consisted of:

- At least three (3) training/evaluation assignments on Type 3 Type 2 or Type 1 incidents.
- At least three (3) training/evaluation assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on Type 3, 2, or 1 incidents.

PHYSICAL FITNESS: Arduous

ONCE CERTIFIED AS CRWB, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE CRWB CERTIFICATION\*

Any Single Resource Boss  
Incident Commander type 4 (ICT4)

**INCIDENT COMMANDER TYPE 5**

Note: the Firefighter Type 1 (FFT1) AND Incident Commander Type 5 (ICT5) Position Task Books have been combined. However, *the positions have not been combined*. The FFT1 Tasks are completed only once; additional tasks must be completed to meet the ICT 5 level. The FFT1 and ICT5 tasks can be completed simultaneously. The required experience is satisfactory performance as a Firefighter Type 2 (FFT2).

REQUIRED TRAINING

Firefighter Type 1 (S-131)  
Look up, Look Down, Look Around (S-133)  
Annual Fireline Safety Refresher (RT-130)  
National Incident Management System (NIMS) and Introduction (IS-700)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

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

**EXPERIENCE**

Satisfactory performance as Firefighter (FFT2) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (type 1-5) incident.



**AND**

Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1), supervising a minimum of four (4) firefighters, on wildfire or prescribed fire incidents, document in PTB, that consisted of:

- At least three (3) training/evaluation assignments on any (type 1-5) incidents.
- At least three (3) training/evaluation assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods on any (type 1-5) incident.

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

**PHYSICAL FITNESS:** Arduous

**ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT1 CERTIFICATION\***

Firefighter Type 1 (FFT1)

**ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)**

**REQUIRED TRAINING**

Firefighter Type 1 (S-131)

Look Up, Look Down, Look Around (S-133)

Annual Fireline Safety Refresher (RT-130)

National Incident Management System (NIMS) and Introduction (IS-700)

**ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS**

Power Saws (S-212)

Portable Pump and Water Use (S-211)

**EXPERIENCE**

Satisfactory performance as Firefighter (FFT2) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (type 1-5) incidents.

**AND**

Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1), supervising a minimum of four (4) firefighters, on wildfire or prescribed fire incidents, document in PTB, that consisted of:

- At least three (3) training/evaluation assignments on any (type 1-5) incidents.
- At least three (3) training/evaluation assignments that each had one operational period requiring suppression action on active flame (hotline).

- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (type 1-5) incidents.

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

**PHYSICAL FITNESS:** Arduous

ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT1 CERTIFICATION\*

Incident Commander Type 5 (ICT5)

### **FIREFIGHTER (FFT2)**

#### **REQUIRED TRAINING**

Basic Firefighter Training:

Introduction to ICS (I-100)

Human Factors on the Fireline (L-180)

Introduction to Wildland Fire Behavior (S-190)

Firefighting Training (S-130)

Annual Fireline Safety Refresher (RT-130)

National Incident Management System (NIMS) and Introduction (IS-700)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

None

EXPERIENCE

None

PHYSICAL FITNESS:

Arduous

ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT2 CERTIFICATION\*

None (Only FFT2)

#### **Additional Requirements:**

Attendance at an annual fireline safety refresher training is required for the above designated positions in order to maintain currency. Annual fireline safety refresher training will focus on mandatory core content subjects. A minimum of six (6) hours is required. Core content is listed under Wildland Fire Safety Refresher Training at [www.nifc.gov](http://www.nifc.gov). NIMS IS-700 course in English and Spanish may be obtained online at <http://training.fema.gov/EMIWeb/IS/is700.asp>

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

**TABLE 1. SEQUENCE FOR POSITION CERTIFICATION**

<p>Firefighter FFT2</p>	<ol style="list-style-type: none"> <li>1. Complete S-130/S-190 training.</li> <li>2. Pass pack test.</li> <li>3. <b>Become certified as an FFT2.</b></li> </ol>
<p>Advanced Firefighter/ Squad Boss FFT1</p>	<ol style="list-style-type: none"> <li>1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of them on any (type 1-5) incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience.</li> <li>2. Eligible to become a FFT1 Trainee once above requirements are met.</li> <li>3. Complete S-131.</li> <li>4. FFT1 task book is issued following S-131 training. <b>Firefighter becomes an FFT1 Trainee.</b></li> <li>5. Complete Annual Refresher training prior to next season.</li> <li>6. Pass pack test prior to next season.</li> <li>7. As an FFT1 Trainee, work on at least three (3) training/evaluation assignments on any (type 1-5) wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of them on any (type 1-5) incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1.</li> <li>8. <b>Become certified as an FFT1/Squad Boss.</b></li> </ol>
<p>Incident Commander Type 5 ICT5</p>	<ol style="list-style-type: none"> <li>1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of them on any (type 1-5) incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience.</li> <li>2. Eligible to become a FFT1 Trainee once above requirements are met.</li> <li>3. Complete S-131.</li> <li>4. FFT1/ICT5 task book is issued following S-131 training. <b>Firefighter becomes an ICT5 Trainee.</b></li> <li>5. Complete Annual Refresher training prior to next season.</li> <li>6. Pass pack test prior to next season.</li> <li>7. As an ICT5 Trainee, work on at least three (3) training/evaluation assignments on any wildfire incidents (type1-5) that included hotline activities and total at least 15 Operational Periods, 10 of them on any (type 1-5) incidents and complete the FFT1/ICT5 task book. This meets requirement for satisfactory position performance as an ICT5.</li> <li>8. <b>Become certified as an ICT5.</b></li> </ol>
<p>Crew Boss CRWB</p>	<ol style="list-style-type: none"> <li>1. Work on an additional three (3) wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of them on Type 3, 2 or 1 fires. This meets the satisfactory performance requirement as FFT1/Squad Boss.</li> <li>2. Eligible to become a CRWB Trainee once above requirements are met.</li> <li>3. Complete S-230 and S-290.</li> <li>4. <u>CRWB task book is issued following S-230 &amp; S-290 training. <b>Firefighter becomes a CRWB Trainee.</b></u></li> <li>5. Complete Annual Refresher training prior to next fire season.</li> <li>6. Pass pack test prior to next fire season.</li> <li>7. As a CRWB Trainee, work on at least three (3) training/evaluation assignments on Type 3, 2 or 1 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of them on Type 3, 2 or 1 incidents and complete the CRWB task book. This meets requirement for satisfactory position performance as a CRWB.</li> <li>8. <b>Become certified as a CRWB.</b></li> </ol>

**NOTE:**

1. All required training for a position must be completed before the firefighter can begin working on the task book for that position.
2. All required prerequisite experience must be completed before the firefighter can begin working on the task book for the next higher position.
3. A firefighter may work on only one task book at a time, however, experience requirements that are shared by both ICT5 & FFT1 may be achieved concurrently and do not need to be repeated for each position separately.

**SAMPLE TRAINING RECORDS FORMAT**  
**EMPLOYEE FILE SYSTEM CREATION AND MAINTENANCE**

The CONTRACTOR will maintain a file system, which will contain the copies of employee training certificates, task books, red cards, and experience records.

The file must be maintained in such a manner that easy verification and/or inspection by a GOVERNMENT representative can be accomplished when required.

Following is a suggested manual file system that can be implemented at each CONTRACTOR office.

**SAMPLE RECORD SYSTEM CONTENT**

**Section 1 – Employee Information:**

- Employee payroll name
- Unique ID
- Date of birth
- Medical or physical data pertinent to the employee

**Section 2 – Qualification:**

- Copy of current certification record

**Section 3 – Training/Task Book Record:**

- A record of formal classroom training and support documentation (e.g., copy of course certificates, etc.)
- Task Book initiation and completion record.

**Section 4 – Experience:**

- Wildland or prescribed fire assignment history and performance record. The job, incident type, incident complexity, incident size, incident name, fuel type, incident size, and number of operational periods worked on incident should be noted. Evaluations, if any, should be maintained.

**Section 5 – Work Capacity Test and Annual Fire Line Refresher:**

- A record that certifies employee has passed the Work Capacity Test at the appropriate level, who administered the test, when the test was taken and the employee's score; a record of fire line Refreshers completed annually by all employees.

*Refer to the next page for a sample summary record.*



**SAMPLE EMPLOYEE TRAINING AND QUALIFICATION FORM – Cont.**

ICS Management Types	Complexity Levels	Fuel Type (select primary carrier)	Fire Sizes (in acres)
TYPE A - national area command team assigned	LEVEL 1		A .1 - .25
TYPE 1 - national type 1 team assigned	LEVEL 2	1 - grass	B .26 - 9.9
TYPE 2 - regional type 2 team assigned	LEVEL 3	2 - shrub	C 10 - 99.9
TYPE 3 - extended attack with multiple resources	(For	3 - timber	D 100 - 299.9
TYPE 4 - initial attack	Prescribed	4 - slash	E 300 - 999.9
TYPE 5 - initial attack with very few resources	Fires)		F 1,000 - 4,999.9
			G 5,000 +

Initiated but not Completed Task Books	
Mnemonic	Initiated Date
<i>Example: FFTI</i>	<i>Example: MM/DD/YYYY</i>
Certified Task Books	

EMPLOYEE SIGNATURE		DATE	
CERTIFYING OFFICIAL		DATE	

## **EXHIBIT E**

### **Firefighting Training Region 6 (Available to All)**

To assure sufficient wildland fire training opportunities are available for private sector contractors who participate in the crew and engine/tender contracts, and that this training meets or exceeds National Wildfire Coordination Group (NWCG) standards, the Pacific Northwest Wildfire Coordination Group (PNWCG) has entered into memorandums (MOUs) of understanding with representatives of two groups of training providers. The groups are firefighting contractor associations and public education providers. The list of associations and institutions which have valid MOUs with PNWCG is available at [www.fs.fed.us/r6/fire/pnwcg/](http://www.fs.fed.us/r6/fire/pnwcg/)

Other areas may have similar MOU's or sources for training. The link for the Northern Rockies Coordinating Group (NRCG) is available at:

[http://www.fs.fed.us/r1/fire/nrcg/training\\_mou\\_index.htm](http://www.fs.fed.us/r1/fire/nrcg/training_mou_index.htm)

Those Geographic areas that do not have valid MOUs will be addressed on a case by case basis.

**EXHIBIT F**

HANDCREW MANIFEST FORM									
ORDERING UNIT		INCIDENT NAME			INCIDENT NUMBER			RESOURCE NUMBER	
								C-	
CONTRACTOR			FEDERAL TAX ID NUMBER			DESIGNATED DISPATCH LOCATION			
CONTRACTOR REPRESENTATIVE			REPORT TO:			IF DELAYED, CONTACT:			
DEPARTURE PLACE		ETD	ETA	INTERMEDIATE STOPS PLACE		EDT	ETA	DESTINATION PLACE	
EMPLOYEE NAME (Last, First)			M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER CLASS	EXPERIENCE Blue-Red-Yellow (B_R_Y)	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

**DRIVER and VEHICLE INFORMATION**

Driver Name (Last, First)		Vehicle Make / Model	Year	Vehicle License No
Contractor Representative Name (Print)		Date	Contact Phone Number	



**EXHIBIT G**

<b>HANDCREW INSPECTION FORM</b>			
DATE:	PASS: <input type="checkbox"/>	FAIL: <input type="checkbox"/>	REMEDY: NOTICE OF NONCOMPLIANCE ISSUED AND COPY SENT TO CONTRACTING OFFICER <input type="checkbox"/>
CONTRACTOR (Include # Identifier)		CONTRACT or AGREEMENT NO	RESOURCE ORDER NUMBER <b>C -</b>
INCIDENT NAME		INCIDENT NUMBER	CREW SIZE
HOST UNIT DISPATCH CENTER		CREW HOURLY RATE \$	WORK/REST INFORMATION DATE of Last Day off for Entire Crew
<b>PRE-USE INSPECTION</b>			
INSPECTOR:		HOME UNIT:	PHONE NO:
CONTRACTOR REPRESENTATIVE: (Print)			PHONE NO:
CONTRACTOR REPRESENTATIVE: (Signature)			TITLE:
<b>CREW BOSS and INSPECTOR CHECK LIST</b>			<b>YES</b>
			<b>NO</b>
RESOURCE ORDER			
CREW MANIFEST			
COPY OF CONTRACT/AGREEMENT			
CONTRACT/AGREEMENT AWARD INFORMATION INCLUDING SCHEDULE OF SERVICES			
LANGUAGE REQUIREMENT - CREW BOSS AND SQUAD BOSSES must be able to Speak, Read /Understand & Write English and be Fluent in the Language of Crew or Squad they are assigned to.			
PERSONNEL ID CARDS			
FEDERAL OR STATE PICTURE ID'S			
CURRENT STATE DRIVER LICENSES			
CURRENT MSPA CERTIFICATIONS			
AVAILABLE FOOD & WATER thru FIRST SHIFT			
EQUIPMENT MANIFEST			
INSURANCE MEDICAL FORMS			
EXTERIOR CREW IDENTIFICATION ON SUPPORT VEHICLE DOOR PANELS			
VEHICLE INSPECTION FORM 296 – One for Each Support Vehicle – Signed by Government Representative			
<b>NWCG MINIMUM CREW STANDARDS FOR MOBILIZATION</b>			
Crews Are Not to be Considered Type 2 IA Unless Under Contract As Such			
MINIMUM STANDARDS	NATIONAL TYPE 2 IA CREW QUALIFICATIONS <input type="checkbox"/>	TYPE 2 CREW - QUALIFICATIONS <input type="checkbox"/>	
Fire Line Capability	Initial attack; crew can be broken into squads, fire line construction, firing to include burnout.	Initial attack / fire line construction, firing to include burnout.	
Crew Size	18 – 20	18 – 20	
Leadership Qualifications	CRWB & Squad Bosses - Bosses shall be ICT5 qualified	CRWB & 3 FFT1 Squad Bosses.	
Experience	60% of the crew will have one season or more experience.	40% of the crew will have one season or more experience.	
Full Time Organized Crew	Mandatory Availability Period Only/ As required in Schedule of Services	Mandatory Availability Period Only/ On Call	
Communications	4 Programmable Radios	4 Programmable Radios	
Sawyers	3 Qualified Class B at all times.	3 Qualified Class A at all times.	
Training	Basic firefighter training and/ or annual firefighter safety refresher.	Basic firefighter training and/ or annual firefighter safety refresher.	
Fitness	Arduous	Arduous	
Logistics	As described in Contract	Not Self Sufficient	
Maximum Weight	5100 LBS.	5100 LBS.	
Dispatch Availability	Available during the Mandatory Availability Period or as per status in ROSS	Available on call during the Mandatory Availability Period or as per status in ROSS	
Production Factor	0.8 (See Fireline Handbook 410-1)	0.8 (See Fireline Handbook 410-1)	
Transportation	See Contract for Crew Ground and Air Transportation	See Agreement for Crew Ground and Air Transportation	
Tools And Equipment	Contractor Supplied	Contractor Supplied	
Personal Gear	Contractor Supplied	Contractor Supplied	
PPE	Contractor Supplied	Contractor Supplied	

<b>HANDCREW EQUIPMENT MANIFEST</b>								
Required Hand Tool Combination – All Crew Types Tools Must Be Serviceable And Maintained In Good Repair Additional Equipment Must Be Shown On Manifest. Use Separate Form if Necessary								
<b>REQUIRED HAND TOOL COMBINATION</b>				Required	Pre-Use	Release		
Combination: Hazel Hoe – Combi – Reinhardt - McLeod	3 lb. Head	36" Handle		8				
Pulaski	3 ¼ Lb. Head	36" Handle		10				
Shovel	Size 0 or 1 Round Point	Long Handled		8				
10 Man Belt First Aid Kit	Meets OSHA Standards			2				
Back Pack Type Leaf Blower (Region 8)	Power – 2.0 kW/2.7 hp - Displacement - 40.2 cm/2.5 cu.i or greater. Air Volume at Tube-340 CFM or greater. Air Volume at Housing – 589 CFM or greater. Minimum Air Velocity – 175 MPH or greater			3				
Fire Rake (Region 8)				10				
Power Saw	With Gas and Oil	Minimum 24" bar 3.75 Cubic Inch Motor		3				
Chain Saw Kit	Chaps, Extra Chain, Srench, File, Falling Axe and Falling Wedges			3				
<b>POWER SAWS – 3 Required Per Crew</b>								
MAKE	MODEL	SERIAL NUMBER						
<b>PROGRAMMABLE RADIOS Including Cloning Cable (4 Required Per Crew)</b>								
MAKE	MODEL	SERIAL NUMBER						
<b>ADDITIONAL EQUIPMENT</b>								
<b>PERSONAL PROTECTIVE EQUIPMENT Per Crew Member</b>					Pre-Use		Release	
					Yes	No	Yes	No
BOOTS: Leather, lace-up. Minimum 8" High with Lug Soles. (Steel Toed Boots-Not Acceptable)								
HARDHAT: Plastic Class B Meeting NFPA Standard 1977, 1998 or later Edition W/Chin Strap required								
GLOVES: One pair, heavy-duty leather								
EYE PROTECTION: One pair meets standards ANSI Z87, latest edition								
HEARING PROTECTION: Use Hearing Protection whenever sound levels exceed 85 dB.								
HEADLAMP: With Batteries and Attachment for Hardhat.								
FLAME RESISTANT CLOTHING – 2 SETS PER PERSON (Shirt and Pants)								
CANTEEN: One-Quart size Canteen. Full of Water, one is required, two are recommended.								
FIRE SHELTER: National Fire Protection Association (NFPA) Approved.								

<b>Release Inspection: No Damage No Claims</b>			
DATE:	INSPECTOR:	HOME UNIT:	PHONE NO:
CONTRACTOR REPRESENTATIVE NAME (Print)			TITLE:
CONTRACTOR REPRESENTATIVE SIGNATURE			PHONE:

<b>VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST</b>			
1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE	7. MODEL, TYPE		
8. SERIAL NO. / VIN		9. LICENSE NO.	

<b>10. PRE-USE INSPECTION</b>		<input type="checkbox"/> REJECTED
MILES / HRS _____	DATE _____	TIME _____
Inspector Name _____	Title _____	
Print		
		<input type="checkbox"/> ACCEPTED
MILES / HRS _____	DATE _____	TIME _____
Vendor Signature _____	Title _____	
Inspector Name _____	Title _____	
Print		

Section I - Tractor, Motor Grader	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel. *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grousers height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel system *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tire and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23				
24. Emergency equipment required. _____ Fire Extinguisher _____ Spare Fuses _____ Reflectors *				
25. Operator(s) properly licensed. *				

State \_\_\_\_\_ License No. \_\_\_\_\_ Class \_\_\_\_\_  
Endorsements \_\_\_\_\_ Med.Cert. Expire Date \_\_\_\_\_

<b>Section II - Remarks</b>	(Describe all unsatisfactory items and identify by line number.)

Section III - Power Saw, Pump	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

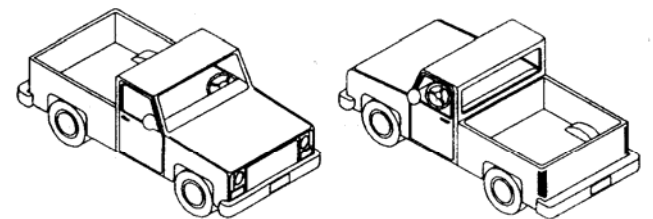
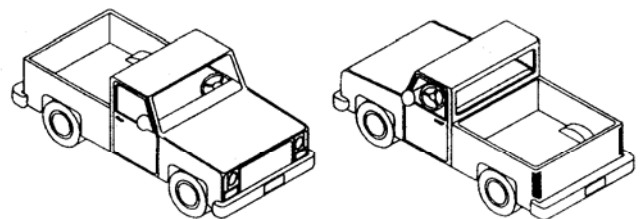
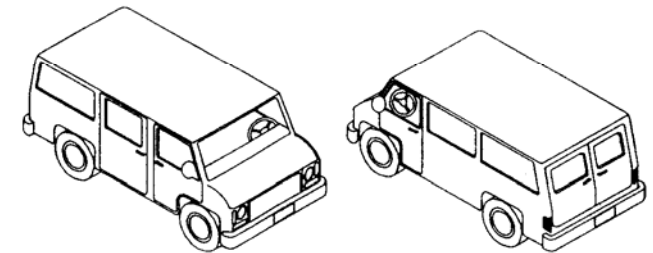
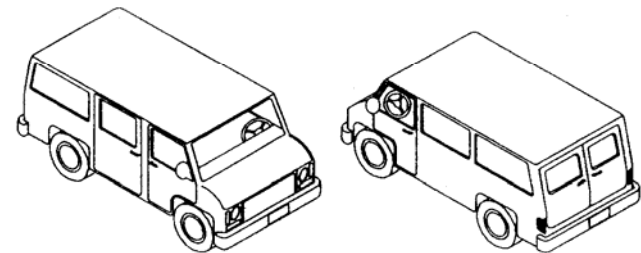
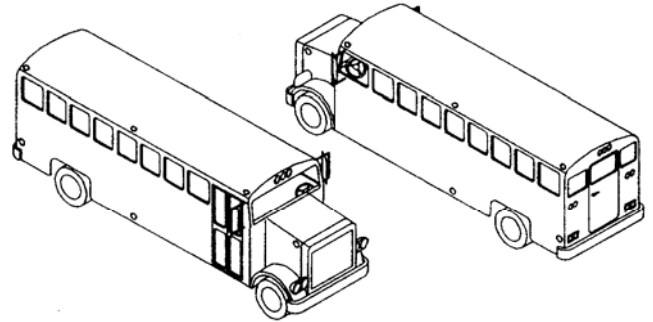
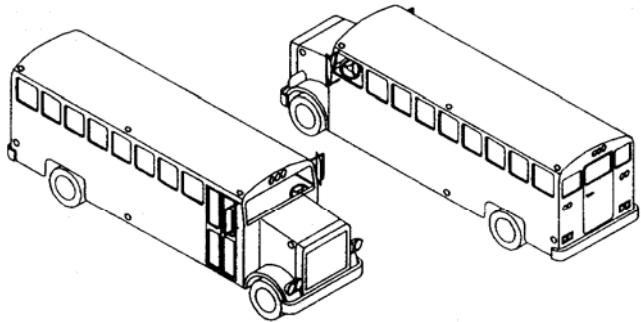
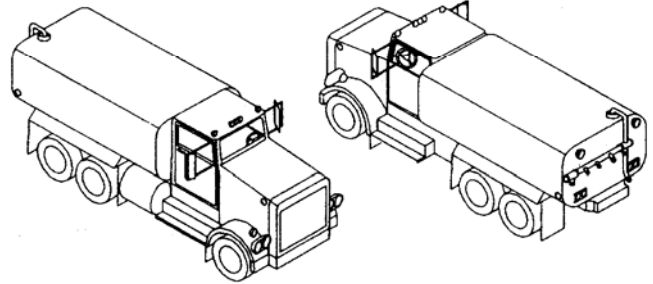
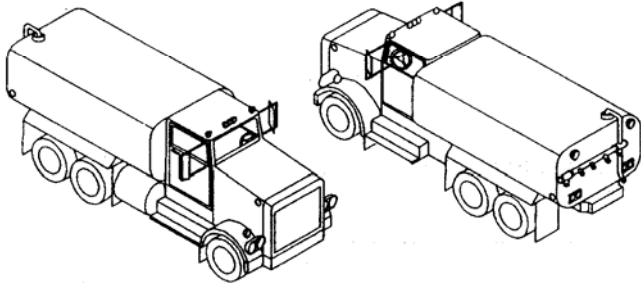
<b>11. RELEASE INSPECTION</b>		<input type="checkbox"/> NO DAMAGE / NO CLAIM
Not applicable to buses, inspection required.		
MILES / HRS _____	DATE _____	TIME _____
Vendor Signature _____	Title _____	
Inspector Name _____	Title _____	
Print		



**Section IV, Item 23 - Truck, Bus, Van, Pickup, Body Condition Inspection**

**Pre-use Inspection**

**Release Inspection**



**Remarks**

**EXHIBIT H  
CREW PERFORMANCE RATING FORM ICS-224**

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

Note: For the purposes of this contract, the narrative description of performance has prevalence over the numerical ratings for individual rating factors. Numerical performance ratings will not be to sole basis for determining best value.

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

**General Rating Schematic:**

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

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

**Rating Factors**

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

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

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

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

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

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

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

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

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

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

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

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

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

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

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

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

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

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

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

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

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

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

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

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

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

**Other (Specify)** No Additional Direction

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

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

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

1-4 – Needs to Improve: Performance is below average and improvement is needed. The improvements are documented in Block #11.

0 – The contractor is deficient and corrective action must be taken. The deficiencies are documented in Block #11. The deficiencies must be corrected before they are assigned another incident.

**Squad Boss** – No Additional Direction

**Crew Representative** – No Additional Direction



## **EXHIBIT I**

### **FOREST SERVICE HARASSMENT FREE WORKPLACE POLICY**

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

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

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

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

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

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

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

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

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

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

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

## **EXHIBIT J**

### **SAFETY STANDARDS:**

#### **PERSONNEL REQUIREMENTS/PERSONAL PROTECTIVE EQUIPMENT/ WORK REST/ DRIVING / AND LENGTH OF ASSIGNMENT GUIDELINES**

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

##### **A. Heat Stress**

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2<sup>nd</sup> ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress.

##### **B. Smoke And Carbon Monoxide**

For information on this subject call U.S. Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for Health hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

##### **C. "Six Minutes for Safety" Training**

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season.

##### **D. Seat Belts**

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

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

Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in this contract. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment.

Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

Contractor shall be responsible for ensuring that all personnel arrive with the following PPE:

- (1) BOOTS: Leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).
- (2) HARD HAT: Plastic, class B, ANSI Z89.1 1986, OSHA approved, with chinstrap. NOTE: Hardhat meeting NFPA Standard 1977, 1998 Edition, is required.
- (3) GLOVES: One pair of heavy-duty leather.
- (4) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).
- (5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.
- (6) HEAD LAMP: With batteries and attachment for hardhat.
- (7) CANTEEN: One-quart size canteen full of water, one is required, two are recommended.
- (8) FIRE SHELTER: One per person (shall be third party certified to NFPA 1977, or manufactured in accordance to FS specification 5100-320). The current shelters are approved through the phase out cycle until they do not meet refurbishing standards. Target dates for transition to the New Generation fire shelter are December 31, 2008, for Federal agency wildland firefighters and December 31, 2009, for all other wildland firefighters.

Contractors who may wish to procure the New Generation fire shelter must ascertain that it is manufactured in accordance and third party certified to FS specification 5100-606. For additional information contact the Missoula Technology and Development Center at 406-329-3978.

- (9) FLAME RESISTANT CLOTHING (Shirt and Pants): A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must:

Self-extinguish upon removal from a heat source.

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

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

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

NOTE: Fireline personnel are recommended to wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear will be 100% cotton or

a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

F. Fireline Leadership Communications Skills. All personnel in leadership positions such as Crew, and or Engine Bosses, ICT5's, Squad Bosses, and radio operators shall be able to communicate fluently at a conversational level in English. Specifically:

- All radio communication on tactical, command and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.
- These standards will be applied to agency and contracted personnel.

G. Incident Identification/ Qualification Card (See EXHIBIT K)

Personnel shall carry a picture identification card issued by the employer for whom the employee is working -- yearly. Information on the card shall include:

- Name of the person typewritten or printed.
- Photograph of the person, recent digitized photograph, similar to the size and clarity of a state issued drivers license,
- A unique employee number (not their social security number),
- Full legal name,
- List of position(s) for which the person is qualified,
- Seasons of experience,
- Language abilities, (SEE EXHIBIT P)
- Date the person passed the work capacity fitness test.

The Contractor must sign the employees' identification card certifying that the individual has met all the training requirements of this contract.

In addition, each crewmember shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc.

H. PHYSICAL DEMANDS

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

All personnel shall have passed the “Work Capacity Fitness Test” at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes. Copies of the publication titled “Fitness and Work Capacity,” second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

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

#### I. WORK REST/ DRIVING / AND LENGTH OF ASSIGNMENT GUIDELINES


Information on current work/rest guidelines, length of assignment, days off and other fire business management information can be found in the Interagency Incident Business Management Handbook. (PMS 902, NFES 2160)

**EXHIBIT K**

**INCIDENT IDENTIFICATION/ QUALIFICATIONS CARD**

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

**FRONT OF CARD**

<b>JONES CONTRACTING, INC. IDENTIFICATION CARD</b>	
John L. Doe	
Employee Number: 1234	
Date Work Capacity Fitness Test Passed: 06/12/02	
6 SEASONS EXPERIENCE 1997 / 30 DAYS 1998 / 30 DAYS 1999 / 45 DAYS 2000 / 28 DAYS 2001 / 60 DAYS 2002 / 45 DAYS	
<i>OWNER SIGNATURE</i>	

**BACK OF CARD**

<b>QUALS</b>	<b>DATE</b>	<b>QUALS</b>	<b>DATE</b>
FF2	8/1997	SQB TRAINEE	9/1999
FF1	7/1998	SQB	10/2000
ENGB TRAINEE	9/1999	CRWB TRAINEE	6/2001
ENGB	8/2002	CRWB	10/2002
CHAINSAW	6/2000	BILINGUAL	SPANISH / ENGLISH
BASIC SURVIVAL REFRESHER	6/2003		

## INCIDENT IDENTIFICATION/ QUALIFICATIONS CARD

Personnel shall carry a picture identification card issued by the employer for whom the employee is working -- yearly. Information on the card shall include:

- Name of the person typewritten or printed,
- Photograph of the person, Recent digitized photograph, similar to the size and clarity of a state driver's license,
- A unique employee number (not their social security number),
- Full legal name,
- List of position(s) the person is current in and qualified for, and date of qualification,
- Seasons of experience,
- Language abilities,
- Date the person passed the work capacity fitness test.

The Contractor must sign the employees' identification card certifying that the individual has met all the training requirements of this contract.

In addition, each crewmember shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc.

### CARD COLOR CODE:

Yellow for Employees with Less Than One Season  
Red for Employees with One Season or More  
Blue for Supervisory, ICT5, AND CRWB

**EXHIBIT L**

**EMERGENCY EQUIPMENT - USE INVOICE**

1. CONTRACTOR a. name and address   b. EIN/SSN				2. INCIDENT OR PROJECT NAME							
				3. AGREEMENT NUMBER (from OF-294)							
				4. EFFECTIVE DATES OF AGREEMENT a. beginning   b. ending							
5. EQUIPMENT (list make, model, serial number, etc.)				6. POINT OF HIRE (location when hired)							
				7. DATE OF HIRE		8. TIME OF HIRE					
				9. ADMINISTRATIVE OFFICE FOR PAYMENT				10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR (wet)   <input type="checkbox"/> GOVERNMENT (dry)			
				11. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR   <input type="checkbox"/> GOVERNMENT							
				12. RESOURCE ORDER NUMBER							
13. YEAR		14. WORK OR DAILY RATE			15. SPECIAL RATE			16. TOTAL AMOUNT EARNED (14c = 15c)	17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)	
19 MO	DA	a. UNITS WORKED (M/HR/DA)	b. RATE	c. AMOUNT	a. UNITS WORKED (M/HR/DA)	b. RATE	c. AMOUNT				
19. CHARGE CODE				20. OBJECT CODE		23. GROSS AMOUNT DUE					
21. EQUIPMENT WAS <input type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE:   TIME:						24. ITEM 23 FROM PREVIOUS PAGE					
						25. TOTAL AMOUNT DUE					
22. REMARKS						26. DEDUCTIONS (attach statement)					
						27. ADDITIONS (attach statement)					
						28. NET AMOUNT DUE					
29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.											
30. CONTRACTOR'S SIGNATURE				31. DATE		32. RECEIVING OFFICER'S SIGNATURE			33. DATE		
34. PRINT NAME AND TITLE				35. PRINT NAME AND TITLE							



**EXHIBIT M**  
**WAGE DETERMINATIONS**

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</p> <p>By direction of the Secretary of Labor</p> <p>William W. Gross      Division of Wage Director                      Determinations</p>	<p align="center">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p> <p align="center">Wage Determination No: 1995-0221 Revision No: 16 Date Of Revision: 05/23/2006</p>
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NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.

Alaska: Entire state.

Hawaii: Entire state.

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

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

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

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New  
Mexico, Oregon, Utah, Washington, Wyoming

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

Employed on contracts for Emergency Incident and Fire Safety services.

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
(not set) -	Emergency Medical Technician	
	Alaska	13 .36
	Midwestern Region	12 .13
	Hawaii	11 .56
	Northeast Region	13 .38
	Western Region	13 .19
	Southern Region	12 .31
(not set) -	Environmental Protection Specialist	
	Alaska	30 .84
	Hawaii	28 .55
	Northeast Region	31 .12
	Western Region	27 .33
	Midwestern Region	25 .95
	Southern Region	26 .43
(not set) -	Fire Safety Professional	
	Alaska	30 .84

	Midwestern Region	25 .95
	Southern Region	26 .43
	Hawaii	28 .53
	Northeast Region	31 .12
	Western Region	27 .33
05190 - Motor Vehicle Mechanic		
	Alaska	23 .92
	Southern Region	16 .51
	Hawaii	15 .90
	Northeast Region	17 .73
	Western Region	19 .10
	Midwestern Region	18 .89
05220 - Motor Vehicle Mechanic Helper		
	Alaska	17 .31
	Hawaii	12 .24
	Northeast Region	13 .80
	Western Region	12 .93
	Midwestern Region	12 .25
	Southern Region	10 .66
11300 - Refuse Collector		
	Alaska	10 .42
	Hawaii	9 .64
	Western Region	8 .68
	Midwestern Region	8 .92
	Southern Region	6 .75
	Northeast Region	10 .18
21071 - Forklift Operator		
	Alaska	19 .87
	Midwestern Region	14 .28
	Southern Region	11 .80
	Hawaii	15 .48
	Northeast Region	13 .96
	Western Region	15 .27
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		
	Northeast Region	11 .17
	Western Region	11 .49
	Alaska	12 .84
	Hawaii	10 .12
	Southern Region	10 .86
	Midwestern Region	11 .34
23160 - Electrician, Maintenance		
	Alaska	28 .44
	Midwestern Region	21 .35
	Northeast Region	22 .89
	Hawaii	24 .51
	Southern Region	18 .25
	Western Region	21 .79
23440 - Heavy Equipment Operator		
	Alaska	23 .26
	Midwestern Region	18 .89
	Southern Region	16 .51
	Hawaii	16 .55
	Northeast Region	17 .73
	Western Region	19 .10
23470 - Laborer		
	Alaska	14 .12
	Midwestern Region	11 .49

	Southern Region	9 .34
	Hawaii	13 .70
	Northeast Region	11 .59
	Western Region	10 .85
23530 - Machinery Maintenance Mechanic		
	Midwestern Region	16 .37
	Alaska	26 .54
	Western Region	16 .23
	Northeast Region	17 .12
	Hawaii	26 .19
	Southern Region	12 .96
23580 - Maintenance Trades Helper		
	Alaska	19 .40
	Midwestern Region	15 .41
	Hawaii	14 .97
	Western Region	13 .37
	Southern Region	13 .03
	Northeast Region	14 .39
27070 - Firefighter		
	Alaska	10 .75
	Northeast Region	7 .39
	Hawaii	8 .76
	Midwestern Region	6 .72
	Southern Region	6 .78
	Western Region	7 .39
31030 - Bus Driver		
	Midwestern Region: 1 1/2 to 4 tons	16 .08
	Midwestern Region: over 4 tons	16 .81
	Midwestern Region: under 1 1/2 tons	12 .04
	Southern Region: 1 1/2 to 4 tons	14 .70
	Southern Region: over 4 tons	15 .23
	Southern Region: under 1 1/2 tons	8 .18
	Alaska	19 .52
	Hawaii	12 .67
	Northeast Region: 1 1/2 to 4 tons	16 .49
	Northeast Region: over 4 tons	17 .21
	Northeast Region: under 1 1/2 tons	12 .79
	Western Region: 1 1/2 to 4 tons	15 .14
	Western Region: over 4 tons	15 .57
	Western Region: under 1 1/2 tons	9 .54
31361 - Truckdriver, Light Truck		
	Alaska	18 .27
	Midwestern Region	12 .04
	Southern Region	8 .18
	Hawaii	9 .99
	Northeast Region	12 .79
	Western Region	9 .54
31362 - Truckdriver, Medium Truck		
	Alaska	19 .81
	Midwestern Region	16 .08
	Southern Region	14 .64
	Hawaii	12 .66
	Northeast Region	16 .49
	Western Region	15 .14
31363 - Truckdriver, Heavy Truck		
	Alaska	20 .91
	Northeast Region	17 .21

	Southern Region	15 .23
	Hawaii	13 .82
	Western Region	16 .14
	Midwestern Region	16 .81
31364 - Truckdriver, Tractor-Trailer		
	Midwestern Region	20 .00
	Southern Region	16 .01
	Northeast Region	17 .33
	Western Region	16 .48
	Alaska	22 .02
	Hawaii	14 .06

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and

incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract.

{See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*  
Emergency Medical Technician Provides para-professional medical services activities, including medical, minor surgical, evacuation and related administrative task under supervision of the physician in charge.

Environmental Protection Specialist  
(Occupation Description Not Available)

Fire Safety Professional  
(Occupation Description Not Available)

## **EXHIBIT N**

### **ORDERING PROJECT WORK**

#### Instructions for Placing Orders

The following procedures meet regulatory minimum standards given in the Federal Acquisition Regulations. If you need clarification on any point you are invited to call the Contracting Officer.

#### 1. General:

The National Contractors may be ordered for Project work at any time within or outside the Mandatory Availability Period as the contract is effective the entire year; however, NCR Contractors are not required to accept project work. All Agencies listed in C.2.1 are authorized to use this contract to order services for Project work. Project work may include hazardous fuel reduction, prescribed fire application, brush removal, and wildland fire rehabilitation.

Project work shall not include construction, facilities maintenance and repair, or timber-related activities such as tree planting. Project work shall not encompass any work listed in C.2 that is considered emergency in nature. Project work shall not be ordered using severity/preparedness funds.

Orders for Project work must be placed by an appropriately warranted procurement official. This contract does not carry with it pre-funded contract actions. Funding must be obtained, with a job code (fund site) on a properly executed agency procurement request.

#### 2. Ordering:

- Agencies Authorized to Order: The federal agencies listed in Section C.2.1.
- Agencies Required To Order: There are no Host Units or Government agencies required to utilize this contract for project work.
- Order Limitations: There is no minimum quantity for individual orders.
- Advertisement: Advertising is not required provided competition is limited to National Contract Resources named in the Schedule of Services.
- Soliciting Competition: The Contracting Officer who contemplates placing an order for project work in proximity to a given Host Unit or Units must provide each proximate Host Unit NCR fair opportunity to be considered for each order exceeding \$2,500. For Host Units that have only one NCR awardee, competition must be solicited from an adjoining or nearby Host Unit so that at least two NCRs are given an opportunity to compete for the order.
- Pricing: Firm fixed price; unit pricing may be by the hour, job, acre, pile, or other appropriate unit of measure.

#### 3. Terms and Conditions/Statement of Work

All terms and conditions in this specification that apply to performance, remedies, equipment, and individual qualifications apply. The ordering agency Contracting Officer may introduce unique terms in any Task Order that do not change or modify this contract, but which are necessary for the accomplishment of tasks. A separate statement of work should document the requirement. It may or may not be necessary to break down a crew into subunits. If the crew meets the standard for Type 2IA, the crew may be broken down into subunits of not less than five provided qualified leadership is present. If the Contracting Officer uses the hourly rate, the 10% reduction for not meeting the IA requirements does not apply for projects, and the hourly rate is paid without adjustments.

Project Orders shall be placed using the following procedures:

The Contracting Officer shall be notified by the requiring authority of the desire for a Project Work Order to be placed in accordance with Agency Procedures. The required Statement of Work must be attached.

The ordering official shall forward the Project Work Order to no less than two and no more than three NCRs within the closest Host Unit to give a fair opportunity to other NCRs on this contract. If the initial two to three NCRs are unavailable, do not respond by the required deadline for response, or turn down the opportunity to place an offer on the project work, the ordering official will broaden the search to the next closest Host Unit until a minimum of two interested parties respond.

If the Project Work Order solicits hourly rates, the rates paid by the Contractor must meet Service Contract Act minimums, and either a ceiling price or a firm fixed price must be established.

The ordering official shall determine which NCR receives the Project Order based on a number of possible, determined variables, such as: price, availability, past performance, minimum order requirements, the impact of Project Orders upon suppression orders placed with a Contractor, or other appropriately determined evaluation criteria as described in the Statement of Work.

Once the Contractor for the Project Order is identified, the ordering official will place the order with the Contractor and notify the Host Unit Dispatch Center as to which Contractor is to be dispatched.

Payment and invoicing for project work shall be in accordance Clause G.4, Payments clause.

4. When on order for Project work, the NCR is committed to the project until project completion, and shall only accept fire suppression, all-hazard, or severity/preparedness orders if the Government Project Manager recommends in writing to the CO to issue a stop or suspension of work order. The CO may allow the Contractor to replace resources committed to Project work with like or better NCR resources if offered by that Contractor and approved by the CO with concurrence by the Project Manager in advance of the



resources being replaced. The Government is not obligated to suspend work to allow the NCR to work fire suppression/all-hazard incidents or severity/preparedness assignments.

5. Disbursements and payments for any services under this contract are accountable and must be reported by the Forest Service in accordance with the Federal Procurement Data System. For auditing and reporting purposes, Agencies ordering project work must submit all invoices with Crew Time Reports, a copy of any Task Order, and Statement of Work issued for the subject project work to the Albuquerque Service Center (see Block 25 on the Standard Form 33 award document).

## **EXHIBIT O**

### **CONTRACTOR TRANSPORTATION OF CREW VEHICLES**

When the Contract Crew is transported to an Incident by air, should the contract crew vehicles (which are required equipment for this contract and as such are included in the hourly rate in Schedule B) be ordered by the Government to be available at the Incident, the Contractor shall arrange to transport crew vehicles to the Incident, or a location designated by the Government. If the Contractor elects to provide Contractor employees as qualified drivers for delivery of such vehicles, the Government shall reimburse for the cost to provide employee drivers following the terms and conditions as identified in this Exhibit and as identified elsewhere in this contract.

1. When the Contract Crew is transported to an Incident by air, only full strength crews as identified in Table C.2 or C.3 shall be provided. Contractor employees provided as drivers for delivery of crew vehicles shall not be members of the crew being flown to the incident.
2. The Contractor shall be reimbursed for providing employee drivers according to the procedures identified in Section G that are applicable to reimbursement for crew travel, to include payment for travel expenses incurred by Contractor provided drivers to return home after delivery of crew vehicles to the incident, i.e. lodging, travel time, or commercial air travel, etc.. Any reimbursable expenses for lodging, travel time, or commercial air travel will have supporting receipts.
3. When demobilized from the incident, the Government shall determine the method to be used for transport of the NCC resource to the next incident assignment or to the original pick-up point where air transport commenced. In most instances, the Government will elect to use air transportation to send the Contract Crew to the next incident assignment or back to the original pick-up point. If the Government elects to use air transportation, only full strength crews as identified in Table C.2 or C.3 will be transported. Members of the crew being flown shall not be withheld for use as drivers for the delivery of crew vehicles to the next incident assignment or to the original pick-up point when the Government elects to use air transportation.
4. The Contractor shall be reimbursed for providing employee drivers for the delivery of crew vehicles to the next incident assignment or back to the original pick-up point according to the same procedures identified in item 2 above.
5. Contractor employees provided as drivers for delivery of crew vehicles shall adhere to and obey all State or Federal Department of Transportation regulations when transporting crew vehicles.

Reference Section C, Tables C.2 and C.3, Section D.3, and Section G.

## **EXHIBIT P**

### **ENGLISH LANGUAGE PROFICIENCY EVALUATION INSTRUMENT**

#### **English Speaking/Reading Requirement Evaluation Process**

##### **Purpose:**

The purpose of this exhibit is to provide direction to CORs, Project Inspectors, and other Incident Management Team (IMT) personnel for the consistent evaluation of English Speaking Requirements when conducting pre-inspections of contract crews being mobilized to suppression/all-hazard incidents and severity assignments. Following these directions will provide a uniform evaluation of the English speaking and English reading comprehension abilities of crew bosses and squad bosses, as well as ascertain their ability to communicate the Incident Action Plan (IAP), Safety Alerts (SA), Fireline Handbook (FHB), and Incident Response Pocket Guide (IRPG) to their crewmembers.

##### **Scope:**

**GOVERNMENT** shall follow these procedures for all suppression/all-hazard and severity assignments regardless of location or agency jurisdiction. When possible the evaluation of a crew's supervisors to speak and read English shall be administered at the earliest established inspection point in the mobilization process. The established inspection points may be a Crew's Designated Dispatch Point, staging area, airport, or the Incident base.

These procedures do not change the practice of or processes for inspecting for other administrative or safety requirements during pre-assignment inspections of crews participating in the National Type 2 IA Crew contract or other Interagency Crew Agreement.

##### **Evaluation Procedures:**

It is a routine practice for **GOVERNMENT** to inspect contract crews to ensure they are compliant with administrative and safety requirements prior to accepting them for Incident or Severity Assignments. Included in these pre-assignment inspections shall be an evaluation of a crew's supervisors to comprehend and communicate in English. To ensure **GOVERNMENT'S** evaluations are consistent and appropriate when inspecting crews for compliance with the English communication requirements, use the approved "English Speaking Evaluation Form", attached below, to document compliance with the verbal and reading requirements. All **GOVERNMENT** evaluators, in addition to other normal duties and responsibilities performed during a pre-assignment inspection, shall:

1. Inspect ALL crews regardless of ethnicity or company affiliation.
2. Inspect ALL supervisory personnel on each crew regardless of ethnicity.

3. **PREVIOUSLY INSPECTED:** If an individual shows you a copy of a previously completed and signed English Speaking Evaluation Form that indicates they were tested and approved for a prior assignment, do not re-evaluate them.
  - a. Fill in the heading information on a new English Speaking Evaluation Form, complete Section 1, and sign the bottom of the form.
  - b. If performance issues develop during the assignment, relating to an individual's English speaking/reading skills, **GOVERNMENT** reserves the right to re-evaluate the individual using this process.
4. **READING EVALUATION:** Select from one of the following: IAP, FHB, IRPG, SA or similar wildfire related document; an excerpt that shall be three to five sentences in length and contains common words that a Crew Boss or Squad Boss would be expected to be familiar with. Some examples are:
  - a. Page 4 of the Incident Response Pocket Guide that discusses the common denominators of fire behavior on tragedy fires.
  - b. Selecting four bullets from page 41 of the Fireline Handbook that addresses supervision of other firefighters' work.
  - c. Portions of a Safety Message or Fire Behavior Forecast from an IAP. When selecting from the fire behavior forecast, be careful to choose a paragraph that **DOES NOT** contain relatively technical or uncommon terms such as "dissected topography". A Crew Boss might be expected to understand these terms but a Squad Boss likely would not.
  - d. Allow the individual being evaluated to read the designated material in silence (**NOT OUT LOUD**). When they have finished reading, give the individual a reasonable time (a minute or two) to understand what he/she has read before asking them to explain what they read.
5. **ENGLISH COMMUNICATIONS EVALUATION:** Direct Crew Boss to give different multiple commands in English to each of the Squad Bosses. Request that the squad bosses repeat directions in English before completing assigned commands in the language of the squad.

**Example:** *Use multiple variations to prevent memorization of requested tasks.* Tell Crew Boss to instruct Squad Boss 1 to have squad members 1 & 3 to get specific tool then stand in specified location. Repeat with remaining two Squad Bosses, but vary tasks.
6. **LANGUAGE OF SQUAD EVALUATION:** Direct Crew Boss to give different multiple commands in the language used by the squad to each of the Squad Bosses. Request that the squad bosses repeat directions in English before completing assigned commands.

**Example:** *Use multiple variations to prevent memorization of requested tasks.* Tell Crew Boss to instruct Squad Boss 1 to move squad to new location immediately due to snag hazard and get ready to deploy shelters. Repeat with remaining two Squad Bosses, but vary tasks.

7. Sign the English Speaking Evaluation Form upon completion of the Section 5.7 evaluations.
8. Make Three (3) copies of the English Speaking Evaluation Form and distribute as follows:
  - a. One copy will be placed in the inspector's file;
  - b. One copy will be given to the Crew Boss;
  - c. One copy will be given to the Regional COR
  - d. The original will be mailed to **Contracting Officer**, National Interagency Fire Center, 3833 S. Development Avenue, Boise, Idaho 83705
9. Fax one copy, each, of the English Speaking Evaluation Form to the receiving IMT/Severity Assignment unit and the NIFC Contracting Officer (208-387-5384)

**EXHIBIT P (Cont.)**

**ENGLISH SPEAKING EVALUATION FORM**

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

**CONTRACT or AGREEMENT NUMBER** \_\_\_\_\_

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

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

***SECTION 1***

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

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

***SECTION 2***

**READING EVALUATION**

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

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

**ENGLISH COMMUNICATION SKILLS EVALUATION**

Direct CRWB to give different multiple commands in English to each of the squad bosses. Request that the squad bosses repeat directions in English before completing assigned commands in the language of the squad.

Was person able to understand and follow instructions? YES \_\_\_\_\_ NO \_\_\_\_\_

Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMUNICATION IN LANGUAGE OF SQUAD EVALUATION**

Direct CRWB to give different multiple commands in the language used by the squad to each of the squad bosses. Request that the squad bosses repeat directions in English before completing assigned commands.

Was person able to understand and follow instructions? YES \_\_\_\_\_ NO \_\_\_\_\_

Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspector: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Participant: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

**EXHIBIT Q**

**PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR – TECHNICAL (SF-1404)**

<b>PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR TECHNICAL</b>	SERIAL NO. (For surveying activity use)	OMB NO.: <b>9000-0011</b> Expires: 10/31/97
	PROSPECTIVE CONTRACTOR	

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0011), Washington, DC 20503.

1. RECOMMENDED

- a. COMPLETE AWARD       b. PARTIAL AWARD (Quantity: \_\_\_\_\_)       c. NO AWARD

2. NARRATIVE (Include the following information concerning key personnel who will be involved with the prospective contract: (1) Names, qualifications/experience and length of affiliation with prospective contractor; (2) Evaluate technical capabilities with respect to the requirements of the proposed contract or item classifications; (3) Description of any technical capabilities which the prospective contractor lacks. Comment on the prospective contractor's efforts to obtain the needed technical capabilities.)

IF CONTINUATION SHEETS  
ATTACHED - MARK HERE

3. FIRM HAS AND/OR UNDERSTANDS (Give explanation for any items marked "NO" in 2. Narrative)

a. SPECIFICATIONS	<input type="checkbox"/> YES <input type="checkbox"/> NO	b. EXHIBITS	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. DRAWINGS	<input type="checkbox"/> YES <input type="checkbox"/> NO	d. TECHNICAL DATA REQUIREMENTS	<input type="checkbox"/> YES <input type="checkbox"/> NO
4. SURVEY MADE BY	a. SIGNATURE AND OFFICE (Include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE SIGNED
5. SURVEY REVIEWING OFFICIAL	a. SIGNATURE AND OFFICE (Include typed or printed name)	b. TELEPHONE NO. (include area code)	c. DATE REVIEWED

## **EXHIBIT R**

### **National Hand Crew Training Record Review/Work Capacity Fitness Test (WCFT) Monitoring**

The Forest Service will use an electronic data base to store all vendor company and personnel fire qualifications.

All vendors who may be offered a tentative award under the National Crew Contract must enter their company and personnel fire qualifications into the designated data base before final award can be made. The designated data base will generate a unique ID for each employee. All ID cards must display the employee's unique ID that is generated by designated data base.

#### **Fire Qualifications/training records previously verified by a Government agency:**

- The Government's designee will record "Pass" in the designated data base for all fire qualifications (including WCFT) and training records that were verified in 2007 by the Oregon Department of Forestry (ODF) or another recognized State or Federal Agency. The data base will also add authorized verification signature to the ID Cards.
- The vendor will include a letter from ODF (or another Federal or State Agency) verifying that these records and the WCFT have been monitored by that Agency. The vendor must also include an ID card containing all of the "proper" information to include an employee unique ID. Verification of fire qualifications by non-government (federal or state) entities (such as rural fire districts) are not acceptable.
- Vendors will not be charged any fees for recording this information in the designated data base.

#### **Fire Qualifications/training records NOT previously verified by a Government agency:**

- Fire qualifications (including WCFT) and training records that have not been verified by a Government representative must be submitted to the Government's designee for verification in the format presented in the solicitation (including Performance Task Books for all position(s) in which the person is being qualified).
- The vendors may be required to pay for those records that have not been verified by another Agency. If these records are incomplete, the Government's designee will notify the vendor and an incomplete record documentation fee may apply when the proper documentation is provided and the file is re-reviewed.



## **National Hand Crew Training Record Review/Work Capacity Fitness Test (WCFT) Monitoring (Cont.)**

### **WCFT Monitoring:**

- All vendor personnel must have the WCFT monitored by a Government representative (federal, state, or third party contractor). Vendor's personnel who have not completed the WCFT for 2007 must have their WCFT monitored by Government's designee. Vendors are responsible for the WCFT monitoring fees.
- The Government's designee will monitor the WCFT for each person at the designated site(s) on agreed upon days. The Government's designee will go to the vendor's site to monitor WCFT's if the vendor can supply a minimum of 30 people, at an agreed upon date, time, and location. Any associated fees will be assessed on the number of people scheduled to take or those who actually take the WCFT, whichever is greater. WCFT's must be scheduled with the Government's designee at least 5 working days prior to administering the WCFT.
- In addition to the established WCFT sites in Oregon and Washington if needed, the Government's designee will establish additional WCFT sites.
- FAM Operations and the National Crew Contract CO will determine what cities will have WCFT sites.
- The Government's designee may be a Government employee or a commercial contractor. In the event that the Government designee is a commercial contractor, fees may be assessed for training records verification and the administration of the WCFT.