

2004

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



John M. Venaglia, Contracting Officer

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

www.fs.fed.us/fire/contracting

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**Schedule of Services
NATIONAL TYPE 2 & 2IA HANDCREW SERVICES**

May 20, 2004

ITEM No.	Contract No. & Mandatory Availability Period	Contractor	Crew Type	National Contract Crew Number NCC#	HOST UNIT COORDINATION CENTER	EMERGENCY DISPATCH RATES	PROJECT RATES
						2004	2004
NORTHWEST							
	6/1 - 9/30	WENATCHEE N.F.					
1a	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-1A	Wenatchee, WA	\$35.00	\$29.00
1b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-1B	Wenatchee, WA	\$36.50	\$27.50
	6/1 - 9/30	COLVILLE N.F.					
2a	53-024B-2-2339	MILLER TIMBER SERV., INC.	IA	NCC-2A	Colville, WA	\$32.00	\$23.00
2b	53-024B-2-2339	MILLER TIMBER SERV., INC.	IA	NCC-2B	Colville, WA	\$32.00	\$23.00
	6/1 - 9/30	WALLOWA/WHITMAN N.F.					
3a	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-3A	LaGrande,,OR	\$34.00	\$25.00
3b	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-3B	LaGrande,,OR	\$34.00	\$25.00
	6/1 - 9/30	UMATILLA N.F.					
4a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-4A	Pendleton, OR	\$35.50	\$27.50
4b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-4B	Pendleton, OR	\$35.50	\$27.50
	6/1 - 9/30	MALHEUR N.F.					
5a	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-5A	John Day, OR	\$33.00	\$25.00
5b	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-5B	John Day, OR	\$33.00	\$25.00
	6/1 - 9/30	DESCHUTES N.F.					
6a	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-6A	Bend, OR	\$35.00	\$29.00
6b	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-6B	Bend, OR	\$35.00	\$29.00
6c	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-6C	Bend, OR	\$35.00	\$29.00
6d	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-6D	Bend, OR	\$35.00	\$29.00
	6/1 - 9/30	SISKIYOU N.F.					
7a	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-7A	Grants Pass, OR	\$33.00	\$24.00
7b	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-7B	Grants Pass, OR	\$33.00	\$24.00
7c	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-7C	Grants Pass, OR	\$33.00	\$24.00
	6/1 - 9/30	WINEMA N.F.					
8a	53-024B-2-2333	GH RANCH, LLC	IA	NCC-8A	Klamath Falls, OR	\$34.00	\$28.75
8b	53-024B-2-2333	GH RANCH, LLC	IA	NCC-8B	Klamath Falls, OR	\$34.00	\$28.75
8c	53-024B-2-2333	GH RANCH, LLC	IA	NCC-8C	Klamath Falls, OR	\$34.00	\$28.75
	6/1 - 9/30	WILLAMETTE N.F.					
9a	53-024B-2-2342	SKOOKUM REFOREST., INC.	IA	NCC-9A	Oakridge, OR	\$27.00	\$27.00
9b	53-024B-2-2342	SKOOKUM REFOREST., INC.	IA	NCC-9B	Oakridge, OR	\$27.00	\$27.00
	7/15 - 10/15	GALLITIN N.F.			NORTHERN ROCKIES		
10a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-10A	Bozemen, MT	\$36.50	\$27.50
10b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-10B	Bozemen, MT	\$36.50	\$27.50
	7/15 - 10/15	HELENA N.F.					
11a	53-024B-2-2332	WASHBURN CONT. SERV., INC.	IA	NCC-11A	Helena, MT	\$40.00	\$27.05
	7/15 - 10/15	LEWIS & CLARK N.F.					
12a	53-024B-2-2332	WASHBURN CONT. SERV., INC.	IA	NCC-12A	Great Falls, MT	\$40.00	\$27.05
	7/15 - 10/15	IDAHO PANHANDLE N.F.					
13a	53-024B-2-2338	GFP ENTERPRISES, INC.	IA	NCC-13A	Coeurd'Alene, ID	\$32.00	\$20.50
13b	53-024B-2-2338	GFP ENTERPRISES, INC.	IA	NCC-13B	Coeurd'Alene, ID	\$32.00	\$20.50
	7/15 - 10/15	LOLO N.F.					
14a	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-14A	Missoula, MT	\$36.00	\$28.00
14b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-14B	Missoula, MT	\$37.00	\$27.50

**Schedule of Services
NATIONAL TYPE 2 & 2IA HANDCREW SERVICES**

May 20, 2004							
ITEM No.	Contract No. & Mandatory Availability Period	Contractor	Crew Type	National Contract Crew Number NCC#	HOST UNIT COORDINATION CENTER	EMERGENCY DISPATCH RATES	PROJECT RATES
						2004	2004
GREAT BASIN							
	7/1 - 9/30	BOISE N.F.					
15a	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-15A	Boise, ID	\$35.00	\$29.00
15b	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-15B	Boise, ID	\$35.00	\$29.00
	7/1 - 9/30	FISHLAKE N.F.					
16a	53-024B-2-2342	SKOOKUM REFOREST., INC.	IA	NCC-16A	Richfield, UT	\$32.00	\$32.00
	7/1 - 9/1	DIXIE N.F.					
17a	53-024B-2-2342	SKOOKUM REFOREST., INC.	IA	NCC-17A	Cedar City, UT	\$32.00	\$32.00
	7/15 - 9/15	CARIBOU-TARGHEE N.F.					
18a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-18A	Idaho Falls, ID	\$35.50	\$27.50
18b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-18B	Idaho Falls, ID	\$35.50	\$27.50
	7/1 - 9/30	SALMON CHALLIS N.F.					
19a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-19A	Salmon, ID	\$36.00	\$27.50
19b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-19B	Salmon, ID	\$36.00	\$27.50
	6/1 - 9/30	WASATCH-CACHE N.F.					
20a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-20A	Salt Lake	\$35.50	\$27.50
20b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-20B	Salt Lake	\$35.50	\$27.50
20c	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-20C	Salt Lake	\$35.50	\$27.50
20d	53-024B-2-2342	SKOOKUM REFOREST, INC.	IA	NCC-20D	Salt Lake	\$32.00	\$32.00
WESTERN GREAT BASIN							
	6/15 - 9/30	HUMBOLDT-TOIYABE N.F.					
21a	53-024B-2-2334	ORE-CAL FIRE SUPP., INC.	IA	NCC-21A	Reno, NV	\$35.00	\$30.00
21b	53-024B-2-2334	ORE-CAL FIRE SUPP., INC.	IA	NCC-21B	Reno, NV	\$35.00	\$30.00
21c	53-024B-2-2334	ORE-CAL FIRE SUPP., INC.	IA	NCC-21C	Reno, NV	\$35.00	\$30.00
21d	53-024B-2-2341	MT. FORESTRY, INC.	Type 2	NCC-21D	Reno, NV	\$27.75	\$23.00
NORTHERN CALIFORNIA							
	6/1 - 9/30	LASSEN N.F.					
22a	53-024B-2-2337	FIRESTORM WILDLAND FIRE	IA	NCC-22A	Fall River Mills, CA	\$34.00	\$30.00
	6/1 - 9/30	MODOC N.F.					
23a	53-024B-2-2331	LOST RIVER MGMT. SERVICE	IA	NCC-23A	Alturas, CA	\$32.00	\$28.00
SOUTHERN AREA							
	3/1 - 4/30 & 10/15 - 11/30	CHEROKEE N.F.					
24a	53-024B-2-2333	GH RANCH, LLC	IA	NCC-24A	Cleveland, TN	\$34.25	\$29.00
24b	53-024B-2-2333	GH RANCH, LLC	IA	NCC-24B	Cleveland, TN	\$34.25	\$29.00
	3/1 - 4/30 & 10/1 - 11/30	NORTH CAROLINA - N.F.'s					
25a	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-25A	NF of North Carolina	\$37.00	\$32.00
25b	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-25B	NF of North Carolina	\$37.00	\$32.00

Summary of changes made to this revision:

NOTICE: The NCC# should be used to reference a National Contract Crew whenever preparing documentation, especially Invoices.

Note Regarding Overtime for Project Work Only: The contractor will be paid an additional \$5.00 per hour for each labor hour over 40 hours per week for Project Work Only.

**DISPATCH INFORMATION
NATIONAL TYPE 2 & 2IA HANDCREW SERVICES**

May 20, 2004									
ITEM No.	Contract No. & Mandatory Availability Period	Contractor	Crew Type	National Contract Crew Number NCC#	HOST UNIT COORDINATION CENTER	Primary Phone	Secondary Phone	Fax	Point of Contact
					NORTHWEST				
	6/1 - 9/30	WENATCHEE N.F.							
1a	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-1A	Wenatchee, WA	(541) 915-6373	(800) 782-4119	(541) 746-7929	Rick Dice
1b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-1B	Wenatchee, WA	(541) 967-8426	(541) 327-2044	(541) 924-1872	Bob Ferguson
	6/1 - 9/30	COLVILLE N.F.							
2a	53-024B-2-2339	MILLER TIMBER SERV., INC.	IA	NCC-2A	Colville, WA	(541) 929-2840	(541) 453-5051	(541) 929-4489	Lee Miller
2b	53-024B-2-2339	MILLER TIMBER SERV., INC.	IA	NCC-2B	Colville, WA				
	6/1 - 9/30	WALLOWA/WHITMAN N.F.							
3a	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-3A	LaGrande, OR	(800) 524-5887	(541) 476-0033	(541) 476-0162	Mike Wheelock
3b	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-3B	LaGrande, OR				
	6/1 - 9/30	UMATILLA N.F.							
4a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-4A	Pendleton, OR	(541) 967-8426	(541) 327-2044	(541) 924-1872	Bob Ferguson
4b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-4B	Pendleton, OR				
	6/1 - 9/30	MALHEUR N.F.							
5a	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-5A	John Day, OR	(800) 524-5887	(541) 476-0033	(541) 476-0162	Mike Wheelock
5b	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-5B	John Day, OR				
	6/1 - 9/30	DESCHUTES N.F.							
6a	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-6A	Bend, OR	(541) 915-6373	800-782-4119	(541) 746-7929	Rick Dice
6b	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-6B	Bend, OR				
6c	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-6C	Bend, OR				
6d	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-6D	Bend, OR				
	6/1 - 9/30	SISKIYOU N.F.							
7a	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-7A	Grants Pass, OR	(800) 524-5887	(541) 476-0033	(541) 476-0162	Mike Wheelock
7b	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-7B	Grants Pass, OR				
7c	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-7C	Grants Pass, OR				
	6/1 - 9/30	WINEMA N.F.							
8a	53-024B-2-2333	GH RANCH, LLC	IA	NCC-8A	Klamath Falls, OR	(541) 798-0255	(541) 798-5601	(541) 798-5107	Nelda Herman
8b	53-024B-2-2333	GH RANCH, LLC	IA	NCC-8B	Klamath Falls, OR				
8c	53-024B-2-2333	GH RANCH, LLC	IA	NCC-8C	Klamath Falls, OR				
	6/1 - 9/30	WILLAMETTE N.F.							
9a	53-024B-2-2342	SKOOKUM REFOREST., INC.	IA	NCC-9A	Oakridge, OR	(541) 688-6908	(541) 688-1900	(541) 688-0363	Scott Coleman
9b	53-024B-2-2342	SKOOKUM REFOREST., INC.	IA	NCC-9B	Oakridge, OR				
	7/15 - 10/15	GALLATIN N.F.			NORTHERN ROCKIES				
10a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-10A	Bozeman, MT	(541) 967-8426	(541) 327-2044	(541) 924-1872	Bob Ferguson
10b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-10B	Bozeman, MT				
	7/15 - 10/15	HELENA N.F.							
11a	53-024B-2-2332	WASHBURN CONT. SERV., INC.	IA	NCC-11A	Helena, MT	(503) 831-1593	(503) 510-0829	(503) 831-1596	Paul Washburn
	7/15 - 10/15	LEWIS & CLARK N.F.							
12a	53-024B-2-2332	WASHBURN CONT. SERV., INC.	IA	NCC-12A	Great Falls, MT	(503) 831-1593	(503) 510-0829	(503) 831-1596	Paul Washburn
	7/15 - 10/15	IDAHO PANHANDLE N.F.							
13a	53-024B-2-2338	GFP ENTERPRISES, INC.	IA	NCC-13A	Coeur d'Alene, ID	(541) 549-8167	(541) 309-4199	(541) 549-8129	Doug Gannon
13b	53-024B-2-2338	GFP ENTERPRISES, INC.	IA	NCC-13B	Coeur d'Alene, ID				

**DISPATCH INFORMATION
NATIONAL TYPE 2 & 2IA HANDCREW SERVICES**

May 20, 2004									
ITEM No.	Contract No. & Mandatory Availability Period	Contractor	Crew Type	National Contract Crew Number NCC#	HOST UNIT COORDINATION CENTER	Primary Phone	Secondary Phone	Fax	Point of Contact
NORTHERN ROCKIES									
	7/15 - 10/15	LOLO N.F.							
14a	53-024B-2-2336	GRAYBACK FORESTRY, INC.	IA	NCC-14A	Missoula, MT	(800) 524-5887	(541) 476-0033	(541) 476-0162	Mike Wheelock
14b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-14B	Missoula, MT	(541) 967-8426	(541) 327-2044	(541) 924-1872	Bob Ferguson
EASTERN GREAT BASIN									
	7/1 - 9/30	BOISE N.F.							
15a	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-15A	Boise, ID	(541) 915-6373	(800) 782-4119	(541) 746-7929	Rick Dice
15b	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-15B	Boise, ID				
	7/1 - 9/30	FISHLAKE N.F.							
16a	53-024B-2-2342	SKOOKUM REFOREST, INC.	IA	NCC-16A	Richfield, UT	(541) 688-6908	(541) 688-1900	(541) 688-0363	Scott Coleman
	7/1 - 9/1	DIXIE N.F.							
17a	53-024B-2-2342	SKOOKUM REFOREST, INC.	IA	NCC-17A	Cedar City, UT	(541) 688-6908	(541) 688-1900	(541) 688-0363	Scott Coleman
	7/15 - 9/15	CARIBOU-TARGHEE N.F.							
18a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-18A	Idaho Falls, ID	(541) 967-8426	(541) 327-2044	(541) 924-1872	Bob Ferguson
18b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-18B	Idaho Falls, ID				
	7/1 - 9/30	SALMON CHALLIS N.F.							
19a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-19A	Salmon, ID	(541) 967-8426	(541) 327-2044	(541) 924-1872	Bob Ferguson
19b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-19B	Salmon, ID				
	6/1 - 9/30	WASATCH-CACHE N.F.							
20a	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-20A	Salt Lake	(541) 967-8426	(541) 327-2044	(541) 924-1872	Bob Ferguson
20b	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-20B	Salt Lake				
20c	53-024B-2-2340	FERGUSON MGMT. CO.	IA	NCC-20C	Salt Lake				
20d	53-024B-2-2342	SKOOKUM REFOREST, INC.	IA	NCC-20D	Salt Lake	(541) 688-6908	(541) 688-1900	(541) 688-0363	Scott Coleman
WESTERN GREAT BASIN									
	6/15 - 9/30	HUMBOLDT-TOIYABE N.F.							
21a	53-024B-2-2334	ORE-CAL FIRE SUPP., INC.	IA	NCC-21A	Reno, NV	(541) 723-5031	(541) 891-5150	(541) 723-3050	Jim Hogue
21b	53-024B-2-2334	ORE-CAL FIRE SUPP., INC.	IA	NCC-21B	Reno, NV				
21c	53-024B-2-2334	ORE-CAL FIRE SUPP., INC.	IA	NCC-21C	Reno, NV				
21d	53-024B-2-2341	MT. FORESTRY, INC.	Type 2	NCC-21D	Reno, NV	(503) 606-3503	(503) 623-3035	(503) 606-3503	Francisco Cisneros
NORTHERN CALIFORNIA									
	6/1 - 9/30	LASSEN N.F.							
22a	53-024B-2-2337	FIRESTORM WILDLAND FIRE	IA	NCC-22A	Fall River Mills, CA	(530) 244-2990	(530) 519-0301	(530) 244-2990	Jim Wills
	6/1 - 9/30	MODOC N.F.							
23a	53-024B-2-2331	LOST RIVER MGMT. SERVICE	IA	NCC-23A	Alturas, CA	(541) 273-4737	(541) 273-2868	(541) 273-2863	Claren Nilsson
SOUTHERN AREA									
	3/1 - 4/30 & 10/15 - 11/30	CHEROKEE N.F.							
24a	53-024B-2-2333	GH RANCH, LLC	IA	NCC-24A	Cleveland, TN	(541) 798-0255	(541) 798-5601	(541) 798-5107	Nelda Herman
24b	53-024B-2-2333	GH RANCH, LLC	IA	NCC-24B	Cleveland, TN				
	3/1 - 4/30 & 10/1 - 11/30	NORTH CAROLINA - N.F.'s							
25a	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-25A	NF of North Carolina	(541) 915-6373	(800) 782-4119	(541) 746-7929	Rick Dice
25b	53-024B-2-2335	PATRICK ENVIRONMENTAL	IA	NCC-25B	NF of North Carolina				

Summary of changes made to this revision:

NOTICE: The NCC# should be used to reference a National Contract Crew whenever preparing documentation, especially Invoices.

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF SERVICES

MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$10,000- per crew, but not in excess of \$16,000,000 per contract, including all options.

Tax ID NO: _____ (Nine digit no)

This Acquisition is a 50% Small Business Set Aside

NOTE: We reserve the right to award any, none or all of the requirements posted on the schedule.

Evaluation of Options - In accordance with FAR 52.217-5 (7/90) *the basis of award shall be Inclusive of Options*. Offeror's prices may vary between contract periods (base year, & option years) to account for normal changes in the economy.

Your rate shall include, but not limited to, overhead, labor, profit etc. and allowances for state and federal taxes to include workman's compensation, and the insurances required herein etc. Option year pricing should account for normal changes in the economy.

The Government retains the right on a case-by-case basis to accept Type 2 crews on any line item.

B.1 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 shall:

- a. Determine if the Contract Crew meets the standards of Table C.3, NWCG Minimum Crew Standards for National Mobilization –Type 2 Qualifications. If the Contractor meets the standards specified in Table C.3 the Government shall downgrade and employ the crew as a Type 2 crew whenever and wherever possible. All terms and conditions of this contract, to include the ordering protocols apply.
- b. When the crew meets the standards in C.3 the crew shall not be deemed “noncompliant”.
- c. When the crew is downgraded from Type 2-IA to Type 2, the Government shall **deduct 20%** from the Rate and shall pay at the lower rate until the standards of Table C.3 are met.
- d. Outside of the MAP, Type 2IA National Contract Crews may be ordered as Type 2 crews taking a 20% reduction in hourly bid rate. Contractors acceptance of an order for a lower crew standard will not affect their performance indicator for out-year contract consideration.

B.2 OVERTIME: FOR PROJECT WORK ONLY. The contractor will be paid an additional \$5.00 per labor hour for each labor hour over 40 hours per week.

SECTION C--DESCRIPTION/SPECIFICATIONS PERFORMANCE WORK STATEMENT

C.1 LOCATION AND DESCRIPTION & SCOPE OF CONTRACT

History. The National Interagency Fire Center in Boise Idaho is implementing a nation wide program that will organize commercially available private wildland fire-fighting resources under the control of the National Incident Coordination system.

Work Statement. The intent of this solicitation and any resultant contract is to establish multiple Task Order Requirements Based, Indefinite-delivery, Indefinite-Quantity, labor-hour contracts (base plus two option years) this is a unique contract type. The purpose of this solicitation and any resulting contracts is to obtain services for twenty-person hand-crews, Type 2, and 2- IA (with initial attack capability) (as defined herein), for use on a nation-wide basis, including Alaska. A Mandatory Availability Period (MAP) is assigned to each line item in the schedule of items. The primary intent of this solicitation/contract is to acquire resources for the protection and administration of Public Lands, to include but not be limited to, preparedness, initial attack, Wildland fire suppression, mop-up of wildland fire, and wildland fire rehabilitation. Crews may be ordered for project work that may include hazardous fuel reduction, prescribed fire application, and other resource project work to include incident (see Definitions) related resource project work or activity as needed. Project or Incident work may include any national incident or FEMA project requiring disaster clean up, search and recovery etc. The National Contractor is guaranteed preference for fire suppression work, during the Mandatory Availability Period (MAP) except as provided otherwise in this contract.

The Contractor is responsible for all supervision, equipment, supplies, transportation, lodging, and trained personnel necessary to meet contract requirements in accordance with these contract specifications.

The U.S. Forest Service, the Bureau of Land Management, Federal Emergency Management Agency, Department of Homeland Defense, Bureau of Indian Affairs, Fish and Wildlife Service, and the National Park Service are hereby authorized to use this contract in accordance with the terms and conditions set forth herein. If agencies, other than the Forest Service, issue orders for project work under this contract, they will issue the orders under their own agency procedures and make payments accordingly.

Formation of this contract does not preclude the Government from using any Agency or Agency Cooperator owned resources before National Contract Crews (NCCs).

C.2 WORK ENVIRONMENT

The work is performed in a forest and rangeland environment in steep terrain where surfaces may be extremely uneven, rocky, covered with thick tangled vegetation, etc. Temperatures are frequently extreme, both from the weather and from the fire. Smoke and dust conditions are frequently severe. Hazardous nature of the work requires that protective clothing be worn.

C.3 HAND TOOLS:

Contractor will ensure that each crew arrives with shelters and the number and types of tools specified in Table C.1. Table C.1 is the minimum tool requirement. The tools will be serviceable, in good condition, and meet the following minimum standards.

TABLE C.1: Required Hand Tool Combination

HAND TOOLS			TOOL COMBINATION REQUIRED
			20 PERSON CREW
A) Combi/Rein Hard/ Hazel Hoe/ or McCloud	3 LB. HEAD	36" HANDLE	08
B) PULASKI	3 3/4 LB. HEAD	36" HANDLE	10
C) SHOVEL	SIZE 0 ROUND PT		08
D) POWER SAW	W/GAS, OIL AND ACCESSORIES		03
E) 10 MAN BELT 1 ST AID KIT			02

Chainsaw Kit, 1ea. Minimum 24-inch Bar: Chainsaw use may be for fireline construction or clearing access routes and emergency escape routes. Chainsaw operator must be Class B certified. The Chainsaw kit is required to have the following items: Chaps, falling axe, falling wedges, extra chain, srench, and file. Falling axe, and or wedges are optional.

C.4 PROGRAMMABLE RADIO

- Contractor shall have handheld programmable radios, (see Table(s) C.2 and C.3 below for exact quantities) with programming cables and programming software to facilitate the communications between other incident and the crew personnel. Radios must be capable of communicating within frequency range from 150 MHZ to 174 MHZ on established federal and state frequencies. Modified radios are not acceptable. Currently on the FS radio contract the Relm BK GPH is the recommended handheld radio. As for mobiles the Midland and Kenwood.
- Frequencies will be installed by the Agency at the incident and frequencies will be removed prior to demobilization from the incident.

3. 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. Contractor shall not use the fire fighting frequencies or Forest Service frequencies for other than incident/project use.

C.5 CREW REQUIREMENTS

Contractor shall furnish Government with Organized Crew(s) consisting the following:

Table C.2

NWCG MINIMUM CREW STANDARDS FOR NATIONAL MOBILIZATION

Minimum Standards	Type 2 IA Qualifications
Fire line Capability	Initial attack/can be broken up into squads, fireline construction, firing to include burnout.
Crew size	18 – 20
Leadership Qualifications	CRWB AND 3 FFT1 Squad Bosses. 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 C
Fitness	Arduous
Logistics	As prescribed herein.
Maximum Weight	5100 lbs
Dispatch Availability	Available during the Mandatory Availability Period
Production Factor	0.8 (see Fireline Handbook 410-1)
Transportation	See C.6 for crew ground transportation requirements and Exhibit B for air transportation.
Tools & Equipment	Contractor supplied
Personal Gear	Contractor Supplied
PPE	Contractor Supplied

Table C.3

NWCG MINIMUM CREW STANDARDS FOR NATIONAL MOBILIZATION

Minimum Standards	Type 2 Qualifications
Fire line Capability	Initial attack/ fire line construction, firing to include burnout.
Crew size	18 – 20
Leadership Qualifications	CRWB AND 3 FFT1 Squad Bosses.
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 C
Fitness	Arduous
Logistics	Not Self Sufficient
Maximum Weight	5100 lbs
Dispatch Availability	Available on call during the Mandatory Availability Period
Production Factor	0.8(see Fireline Handbook 410-1)
Transportation	See C.6 for crew ground transportation requirements and Exhibit B for air transportation.
Tools & Equipment	Contractor Supplied
Personal Gear	Contractor Supplied
PPE	Contractor Supplied

C.6 CREW GROUND TRANSPORTATION

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.

Government reserves the right to conduct Contractor worker transportation vehicle safety inspections at the Incident.

Vehicles that are determined to be unsafe for operation may be grounds for Contractor being rejected from participation in the Incident. At its discretion, and on a case-by-case basis,

Government at the Incident may allow Contractor to bring the worker transportation vehicle into compliance or replace it within 24 hours. If the vehicle is not brought into compliance or replaced, and Government elects to use the crew, the point of hire will become the Incident.

After incident inspection and acceptance, if the vehicle becomes noncompliant and cannot be repaired by Contractor or by Government within 24 hours the crew may be released, in which event Contractor will be paid return travel time to Contractor's point of hire.

Contractor vehicles shall have external identification. The identification must be located on front driver side door and passenger side doors. As a minimum, the identification must include Contractor's business name, as it appears on the Contract, and the crew vehicle number.

C.7 CONVERSION FROM TYPE 2, TO 2-IA

The Government retains the right to convert the Contractor crew from type 2, to a 2-IA when sufficient documentation is presented to the Contracting Officer, or the Administrative Contracting Officer.

C.8 DISPATCHING –EMERGENCY INCIDENT RESPONSE

C.8.1 NATIONAL MOBILIZATION GUIDE ORDERING PROTOCOL FOR NATIONAL CONTRACT RESOURCES (NCR'S):

Each Host Unit Dispatch Center must give dispatch preference to its assigned NCR for Emergency Wildland Fire Suppression, and Severity missions to National (wildland fire) Contract Crew (NCC) resources BEFORE EERA, and all other private resources not on the National Crew Contract. Existing Agency/Interagency contracts awarded prior August 2002 where a prior firm commitment has been established are exempt from this protocol.

Formation of this contract does not preclude the Government from using any Agency or Agency Cooperator owned resources before National Contract Crews..

Note: The acronyms NCC (national contract crew) and NCR (national contract resource) may be used interchangeably in this specification.

Practical Application:

- The above preference in dispatch priority pertains to the Mandatory Availability Period only.
- Time (in filling orders for fire suppression, other incident responses and severity) is of the essence. At any time the NCC resource cannot meet specific date/time requirements the above ordering protocol is waived.

- Government Dispatchers will make every effort to honor the ordering protocols herein, and shall (to the extent practical) document when these protocols are waived
- It is the intent of this contract that the first priority of use of the NCR resource is emergency fire suppression (to include severity) and incident response. However the NCR may accept orders for project work (at any time and) during the Mandatory Availability Period. [See Exhibit O]
- When on order for Project work, the NCC committed to the project until project completion, and shall only accept fire suppression orders if the project manager issues a stop or suspension of work order. The Project Manager may allow the Contractor to replace resources committed to Project work with like or better equipment if offered by that Contractor. The Government is not obligated to suspend work to allow the NCC resource to work fire suppression. However, when and if the Project Manager determines that it is in the overall best interest of the Government's fire fighting efforts he or she, may do so.
- At no time shall Government Dispatchers hold the NCC in reserve as a contingency force in a non pay status when that resource may be engaged (ordered for) fire-suppression or severity work.

C.8.2 HOST UNIT ASSIGNMENTS

Each National Contract Resource is located at a specific Host Unit. The Host is responsible to status each assigned NCC, however it is the duty of each NCC to report all changes in availability and position to the Host Unit within the mandatory availability period (MAP). Outside the MAP when and if the NCC becomes unavailable, it is recommended that the NCC report to the Host Unit change in status.

C.8.3 OBTAINING PROJECT WORK IN THE MAP

The National Contract Resource (NCC) who is able to obtain project work shall not be restricted from doing so provided coordination between the NCC and its' Host is made prior to acceptance of such orders. If however, the NCCs Host Unit wishes to maintain positive control of the NCC, it must place it on a resource order for fire-suppression, severity order through dispatch, or a task order for project work. Project work is "dispatched" but may be ordered by a separate Task Order, or Purchase Order (See G.3 and EXHIBITS M & N).

C.8.4 NCC ROTATION WITHIN HOST

When more than one NCC is based within to a Host Unit, orders shall be rotated between NCCs.

Rotation Method. The Host Units' dispatch center manager shall make Rotation List(s) of each NCC's place in the ordering sequence. During the MAP the Rotation List shall begin with the lowest price crew to the highest priced. Once the rotation list is established, ordering shall follow the sequence established by the list.

- If for any reason the NCC cannot accept a new dispatch, that crew will lose its turn in the rotation.
- Lower price crews shall not “bump” higher priced crews when they become available; they will wait their turn in rotation and be ordered in the established sequence.
- The Dispatch Center Manager shall submit the Rotation List to the ACO for approval prior to the MAP. The lists shall be posted in the dispatch office for public viewing.
- The intent of the rotation is to balance opportunities to be dispatched, not achieve equality in terms of days assigned. However, exceptions to the rotation sequence may be made by the CO on an exception basis when significant imbalances in the number of days worked are experienced, however, the CO does not guarantee equality in the number of days each crew may work.

C.8.5 REPLACEMENT CLAUSE.

During the MAP when an incident occurs within the protection responsibilities of the Host Unit, and the NCC(s) from that Host Unit are not available because they are committed to emergency fire suppression activities or project work, the Host Unit Dispatch Center is permitted to order Private-resources (not on the national contract) until the NCC from that Host Unit becomes available. When an NCC becomes available, other private-resources (not on this contract) may be demobilized and replaced by an NCC at the discretion of the Incident Commander. When an NCC becomes available, the host unit shall notify any incident teams assigned within their unit that NCC(s) are available. The decision to replace resources should be based on a best value determination taking into consideration performance, equipment, price and safety of the operation.

C.8.6 DEMOBILIZATION OF NCC.

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

C.8.7 RELEASE AND REASSIGNMENT

Release: When a National Contract Crew has been released from an incident, and there are no reassignments within that geographic area, the NCC may remain on site or in the nearest town for up to 24 hours. At that time, the NCC should contact their Host Unit to notify the host of their pending release & availability, and estimated time of arrival home.

Reassignment: Either (1) the incident the NCC is assigned to, (2) the local expanded dispatch of that incident, or (3) the associated GACC may choose to reassign the NCC

under their span of control. This may be for fire suppression and or severity assignments, using the standard operating procedures established in the National Mobilization Guide. No notification of this reassignment is required to be made to the NCC Host Unit until they are released to the Host Unit. The NCC will not accept new resource orders directly, nor seek out reassignments outside that associated GACC. When in travel status home, the NCC will follow the release procedures above. At that point, any new orders must come from the Host Unit. It is advantageous for the NCC to courtesy call the Host Unit, in case there is a potential new order they can travel directly to.

C.8.8 CONTRACTOR OBLIGATIONS/RESTRICTIONS

Other Orders – The National Contract Resource (NCR) who is able to obtain project work outside the assigned area shall not be restricted from doing so provided coordination between the NCR and its Host is made prior to acceptance of such orders.

C.8.9 INFORMATION REQUIRED TO BE FURNISHED BY THE GOVERNMENT TO THE CONTRACTOR WHEN PLACING ORDERS.

- a. Resource Order
 - 1) Request Number and name of Incident.
 - 2) Date and time to report to incident
 - 3) Exact location of the designated site where the Contractor shall meet a Government representative.
 - 4) Name, title, and phone number of person to contact for further information.
 - 5) Name and title of person to contact at the incident.

C.8.10 DISPATCHING PROCEDURES

- a. Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability. Contractor will have at a minimum two hours after order has been confirmed to start traveling to Government designated site.
- b. Expected arrival time at the incident will be determined at the time of dispatch. The Government, at the time of release from the incident, will determine demobilization time.
- c. For planning purposes mobilization/demobilization 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 I). If available at the time of dispatch, the government may use an Automated travel program (such as www.mapblast.com, www.mapquest.com, etc.) to calculate and document travel distance from point of origination to the incident.
- d. At the time of dispatch, a resource order will be given to the Contractor. The Contractor must provide the resource order information at the time of check-in at the incident. Some dispatch offices may use a FAX to provide a hard copy of the order. Contractors must use discretion when contacting dispatchers during times of emergencies, to not interrupt their work during critical times.

- e. Emergency Fire Driving. For the purposes of this contract Department of Transportation regulations sited in the Incident Business Practices Working Team letter posted in Exhibit I dated April 16, 2003 apply to travel between incidents on federal highways. On shift time not on federal highways, shall not be counted against the driving limitations of this regulation.

C.8.11 CANCELLATION OF ORDERS

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

C.8.12 RESOURCE ORDER STATUSING SYSTEM (ROSS)

When the National Interagency Coordination Center implements ROSS procedures shall be established for reporting in ROSS. Contractors may be required to do data entry to keep statused according to procedures established.

The NCR is identified in the ROSS system as a National Contract Resource. NCRs (specific CREWS) who are also listed with local agreements may be hired under those agreements (at the rates of those agreements) when outside the Mandatory Availability Period (MAP). The government will hire the NCR under the instrument that is most advantageous to the government when outside the MAP.

C.8.13 LENGTH OF ASSIGNMENTS & CREW CHANGE OUT CLAUSE

Contract personnel/resources shall adhere to current work/rest day-off policies. Government options consists of:

- (1) The contractor provides replacement personnel. Replacement personnel are subject to the work/rest and day-off policies.
- (2) Contract resources may be released after a 14-day assignment.
- (3) The Contract resource(s) may be retained under hire and not put on shift to allow proper rest. Compensation will either be at the daily or guarantee rate

C.9 PROPERTY

To ensure continued safe, efficient service at the Incident, the Government may issue Accountable, Durable Property, and Consumable Goods.

The cost of all Consumable Goods will be deducted from payment to the Contractor.

Upon completion of assignment at an incident, all accountable and durable property (if provided) shall be returned to the Government. Unreturned Accountable and Durable Property may be deducted from payment to the Contractor.

C.10 AIR TRANSPORTATION: (SEE EXHIBIT B)

C.11 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN.

C.11.1 MANIFEST (EXHIBIT E)

Contractor at the time of arrival shall provide a complete manifest listing the Contractor name, contract number, Contractor federal tax identification number, each person's complete name, and departure time from point of dispatch.

Contractor shall provide a new manifest when a change in personnel occurs. The Contractor shall provide two copies of the manifest (one copy to the Finance Section and one copy to the incident Planning Section, to status check in).

C.11.2 CONTRACT INFORMATION

The contractor shall carry a copy of the contract at all times. The contractor shall furnish a copy of award information, including the schedule of services to the Finance Section.

C.12 LAUNDRY SERVICE

Contractor will be responsible for making laundry service arrangements for their personnel and the associated costs for those services.

C.13 CAMPSITE

A campsite may be provided. The contractor shall provide sleeping facilities such as tents or shelters, sleeping bags etc. If we cannot provide a campsite, an overnight allowances may be authorized. See G.2(I) Remain Overnight Allowance.

C.14 COMMISSARY

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

C.15 TIMEKEEPING

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

C.16 COORDINATION

Contractor shall designate crew boss as their representative to deal with all matters pertaining to this contract.

C.17 FIRST AID/ EMERGENCY EVACUATION/ ACCIDENTS

- a. 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 given and further medical aid will be charged back to the Contractor. If a crew person is injured on the fireline, the Government at Contractor expense may evacuate the crew person. If a crew person is in camp with an illness or injury and requires transport to medical facility/hospital, the costs will be at the Contractor's expense. Unnecessary "Life-Flights" will not be charged back to the Contractor.

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- b. Contractor shall provide the Crew Boss with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany crew member(s) when a medical need arises.

C.18 FOOD AND DRINK

Normally provided at the incident, if available, at no charge. Contractors are encouraged to take sufficient drink with them to the fireline. See "Heat Stress" in Exhibit I, Safety Standards. See G.2 (I) Remain Overnight Allowance.

SECTION D-- MARKING

SECTION E--INSPECTION AND ACCEPTANCE

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/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

E.1 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR – FAR 52.246-6 (MAR 2001)

E.2 INCIDENT INSPECTION

The Government will perform inspections to insure compliance with the contract requirements. If the crew complement falls below the agreed upon size of crew (as agreed upon at time of dispatch and documented on the resource order) the NCR is noncompliant. If the crew does not pass inspection at the Incident the Resource is considered Noncompliant. The Contractor may be given 24 hrs to bring the crew into compliance.

E.3 NONCOMPLIANCE

If the Government determines that the Contractor cannot meet the contract requirements, 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 hrs to bring the crew into compliance.

E.4 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 and other emergency incident responses. Accordingly, the Contracting Officer or appointed (by letter) representative(s) may require, in writing, the Contractor remove immediately from the work place any employee deemed incompetent, careless, or otherwise objectionable. In these cases the Contractor shall replace the individual if required. Documentation of the rationale or removal will be provided in writing subsequent to the action.

If a contract employee is terminated, quits, or otherwise is removed from the Incident for any reason, the Contractor is responsible for returning the employee to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours 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 Contractor does not act in a timely manner (i.e., contractor's employee is not departing from the ICP for return to point of hire within the

aforementioned 12 hour period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

One person's offense shall not constitute sufficient grounds to demobilize an entire resource (crew) without giving the Contractor 24hours to replace non-compliant personnel. This applies to any non-compliance to include non-compliance with the government's Harassment Policies.

E.5 PERFORMANCE EVALUATIONS

The Contractor's performance will be documented on the Fire Crew Performance Rating Form (ICS-224) (posted as EXHIBIT G) or other comparable form, which shall be completed at the incident or project. A copy of the evaluation will be placed in the incident documentation, and a copy will be forwarded to the Administrative Contracting Officer (ACO).

SECTION F--DELIVERIES OR PERFORMANCE

F.1 CONTRACT AND PERFORMANCE PERIODS

a. CONTRACT PERIOD AND RENEWAL OPTION

The contract period shall extend through December 31, 2002 for the first year. See 52.217-9 Option to Extend the Term of the Contract (3/2000) Section I. The option year shall also extend through December 31st.

b. START WORK

The Contractor will be given a minimum of ten days after award before any availability must be provided.

c. MANDATORY AVAILABILITY PERIOD

The mandatory availability period shall begin on the date stipulated in the Schedule of Items unless the Contracting Officer fails to award the contract at least 10 days prior to the established date(s) or adjust the period in accordance with paragraph e., below. See Exhibit O for Mandatory Availability Periods.

d. ADJUSTED

1. The Government may require the Contractor to be available up to 30 days before and may extend the Mandatory Availability Period up to 30 days after the published dates in the Schedule of Items.

2. If for circumstances such as unusually wet weather at the host unit the CO may by bi-lateral agreement (the agreement of both parties) suspend the Contractors duty under this contract to physically locate within the required radius. Notwithstanding, the Contracting Officer may order services at any time during the MAP and the Contractor shall physically locate within the required radius of the Host Unit Dispatch Center within 36 hours. Once the Contractor has physically located within the required radius during the MAP, availability shall be maintained.

e. OPTIONAL USE PERIOD

Notwithstanding the above, resource orders issued by the Government at any time outside the Mandatory Availability Period are subject to acceptance by the Contractor.

F.2 STOP-WORK ORDER – FAR 52.242-15. (AUG 1989)

- a. 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.
- b. 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.
- (c) 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.
- (d) 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.3 BASELINE PERFORMANCE

The following is provided to explain the means by which the COR and the Incident Management Team (IMT) will provide effective performance feedback information to the Contracting officer. The successful Contractor, having met the baseline criteria below, will be considered for award for the option or out-year work.

Table F.1
BASELINE PERFORMANCE REQUIREMENTS SUMMARY
NECESSARY FOR CONSIDERATION FOR
AWARD OF OUT-YEAR CONTRACTS

DELIVERABLE ELEMENT	PERFORMANCE INDICATOR	DESCRIPTION & STANDARD	PERFORMANCE MONITORING
QUALITY Type 2-IA Crews MINIMUM CREW STANDARDS PER TABLE C.2 BASE YEAR: OPTION YEAR 1: OPTION YEAR 2:	Variation in Contract Compliance with Table C.2 50 % Variation in Contract Compliance 75 % Variation in Contract Compliance 95 % Variation in Contract Compliance	Ability to meet contract technical specifications as written and as they pertain to table C.2 for maintaining NWCG Type 2-IA Crew specifications.	The incident management team will provide input per the “Contractor Performance Report”, (ICS 224) or equivalent form), to be completed at the end of each incident/project.
QUALITY Type 2 Crews MINIMUM CREW STANDARDS PER TABLE C.3	95 % Variation in Contract Compliance	Ability to meet contract technical specifications as written and as they pertain to table C.3 for maintaining NWCG Type 2 Crew specifications.	The incident management team will provide input per the “Contractor Performance Report”, (ICS 224) or equivalent form), to be completed at the end of each incident/project.

NOTES:

1. The above data will be taken from the Contractor Performance Report, see Exhibit G. Variation in contract compliance standards, if met, will indicate acceptable performance. Data to establish Baseline Performance will be taken from the reports received by this office through official channels, and or provided by the Contractor. The Contracting Officer is not responsible for data not received or not submitted to this office in a timely basis. The Contractor is advised therefore to take an active role in the submission of these Performance Reports. If throughout the contract period this office does not receive a few reports there will not be an assumption of poor performance.

Table F.2

PERFORMANCE BASED INCENTIVE CALCULATION
The Contractor’s inability to meet baseline performance in current period may result in non-renewal of the contract for the option years. If baseline performance is met, the Contractor will be considered for award of options for out-years provided out-year pricing represents the best value by comparison to competing proposals. The Contracting Officer will make this determination.

SECTION G--CONTRACT ADMINISTRATION DATA

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

A post award conference with the successful Offeror(s) may be required. If held it will be scheduled within 10 days after the date of contract award. The conference will be held at TBD (This information will vary between Regions, if required, the Contracting Officer or his representative will contact you with this information by mail).

G.2 PAYMENTS CLAUSE

This Clause applies to fire suppression, fire readiness (pre-suppression) and severity.

A. BASIS OF PAYMENT

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

B. RATES OF PAYMENTS

The rates specified in the schedule of services are a rate per hour per crewperson called the Emergency Wildland Fire Suppression Rate.

For calculation of pay: time shall be recorded in 1/4 hour increments.

1. 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 shall:

- a. Determine if the Contract Crew meets the standards of Table C.3, NWCG Minimum Crew Standards for National Mobilization –Type 2 Qualifications. If the Contractor meets the standards specified in Table C.3 the Government shall downgrade and employ the crew as a Type 2 crew whenever and wherever possible. All terms and conditions of this contract, to include the ordering protocols apply.
- b. When the crew meets the standards in C.3 the crew shall not be deemed “noncompliant”.
- c. When the crew is downgraded from Type 2-IA to Type 2, the Government shall **deduct 20%** from the Rate and shall pay at the lower rate until the standards of Table C.3 are met.

2. OVERTIME: FOR PROJECT WORK ONLY. The contractor will be paid an additional \$5.00 per labor hour for each labor hour over 40 hours per week.

C. GUARANTEE

For each calendar day the crew is under-hire for at least 8 hours, the Government will pay not less than the following: (8 hours) x (number of crew members) x (Fire Suppression Rate specified in the schedule of services), or actual time worked, whichever is greater.

If the crew is under hire for less than 8 hours during a calendar day, the Government will pay not less than the minimum guarantee of (4 hours) x (number of crew members) x (Fire Suppression Rate), or actual time worked, whichever is greater.

D. NONCOMPLIANCE

If the Government determines that the Contractor is noncompliant with the terms of the contract the daily guarantee will not apply and the contractor will be paid only for the actual hours worked. See E.4 Workmanship.

E. MOBILIZATION/DEMOBILIZATION (mob/demob):

For payment purposes mobilization and demobilization time will be compensated at the fire suppression hourly rate. Actual hours in travel are paid, daily guarantees apply.

For computation purposes, the rate of travel is calculated at 45 miles per hour on all roads. (Also, see "Driver Limitations" in Exhibit I Safety Standards). The origination and return location will be agreed upon at the time of placing an order.

Upon arrival at an incident or at the dispatch point when inspections reveal minor variations in these specifications the Contractor shall be given 24hrs to remedy those problems. If the Contractor cannot correct the problem within the time allowed resulting in the Government's inability to use the crew as either a type 2, or 2IA the government reserves the option to demob the crew and no travel is due.

F. BRIEFINGS.

The crew boss (only) is required by the Government to attend operational period briefings, and will be reimbursed for this time.

G. INCIDENTAL ITEMS.

No additional payment will be made for costs associated with crew support, camp checkout and invoice reconciliation beyond the guarantees set forth herein.

H. WITHDRAWAL OF CREW

The Government shall not pay travel or RON if the Contractor removes the crew from the work without authorization. In cases where the Contractor must remove the crew he shall coordinate with the Incident Management Team, COR, or authority and shall document the reason for removing the crew from the work. The determination as to whether the removal is authorized shall rest exclusively with the IMT, COR, or authority whose decision is final.

I. REMAIN OVERNIGHT ALLOWANCE (RON)

The Remain Over-night (RON) allowance is authorized in whole or part according to the following conditions:

- (1) \$40 lodging fee. When the Government cannot provide campsite, and commuting is not feasible an allowance of \$40.00 per person, per day shall be paid.
- (2) \$25 food/drink fee. When the Government cannot provide food, and drink an allowance of \$25.00 per person per day shall be paid.
- (3) RON is authorized while in a travel status when the Contractor cannot reach his destination, due to Driving guidelines (See Exhibit I).
- (4) The maximum RON that shall be allowed is based on the number of crewmembers shown on the shift ticket, but shall in no case exceed twenty-one persons.

J. FOOD & DRINK

Normally provided at the incident, if available, at no charge. Contractors are encouraged to take sufficient drink with them to the fireline. See "Heat Stress" in Exhibit I, Safety Standards. See G.2, I Remain Overnight Allowance.

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

K. ORDERED REST

When directed by the Government Rest is paid for 8 hours (at the fire suppression rate) per day. When the government cannot provide food, drink, and necessary facilities the Government shall in addition pay the RON (for lodging), and food allowance fee. The Contractor will receive the food and lodging fees for no more than 21 crew persons. However, if the crew returns home, or to the host unit for Rest the RON shall not be paid, unless travel that exceeds work/rest guidelines is specifically authorized.

L. ORDER CANCELLATION

- (1) Order Cancellation Prior to Departure. If the Government cancels an order after CONFIRMATION of the order with the Host Unit Dispatch Center, a cancellation fee of \$500 shall be paid. A resource order is CONFIRMED when agreement is made between Contractor and Government official that: 1) resources ordered are available; 2) there has been agreement as to the time to start working at incident or project site; AND 3) request number and project order number have been provided to the Contractor.
- (2) Order Cancellation/In Route. If the order is cancelled after the resource order has been confirmed, and the crew is in route, the resource is considered mobilized. Refer to Mob/Demob clause (G.2.E.) above. The Over Night Allowance shall be paid when applicable.

M. PAYMENT WILL BE MADE BY - See block 25 of the Contract Document (SF-33)

N. METHOD OF PAYMENT – – ELECTRONIC FUNDS TRANSFER.

Payments by the Government under this contract shall be made by electronic funds transfer (EFT) see clause 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration (5/99). Contractors can reach the National Finance Center (NFC) by calling telephone number 1/800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer.

O. INVOICING PROCESS

- (1) The CRWB Boss will have a copy of the contract with the resource order information for the assigned incident.
- (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.
- (3) The Finance/Administration Section will post the time to an Emergency Use Equipment Invoice, Option Form 286 (OF-286).
- (4) When the NCR's are released to return home, the Finance Section closes out the Emergency Equipment Use Invoice including estimated time for return travel and overnight allowances, if applicable.
- (5) The Finance Section Chief shall submit the original of the OF-286, SF-261's, pre and post inspection, and a copy of the resource order to the payment office specified in block 25 of the SF-33, Contract Document.

G.3 PROJECT WORK ORDERING CLAUSE – (See Exhibit M)

G.4 PROJECT PAYMENTS CLAUSE –

1. **RATES OF PAYMENTS** – Rate of payment may be at rates specified in the schedule of services, but the contractor may offer other rates. The contract specialist may specify other than hourly rates for projects (by the job, day, by the pile, acre etc.) if that better suits the project. If the contract schedule hourly rate is not used, the contract specialist will ensure that the rates paid meet SCA minimums. The following terms apply to project work when paid by the hour:
 - a. **On Shift:** Includes a) time the Contractor 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 lunch breaks.
 - b. **Mobilization/Demobilization (mob/demob):** Mob/Demob fees when travel from the point of origination to the project is greater than 45 miles (one way) are authorized. For computation purposes the rate of travel is calculated at 45

miles per hour on all roads. Pay all actual hours at Project Rate per crew person.

- c. **Order Cancellation/in Route** – (applies regardless of whether a negotiated rate other than the schedule of items rate is used) If the order is cancelled or delayed after a task order has been confirmed and the resource is in route, the greater of (4 hours per person) or actual time shall be paid as a mobilization/demobilization fee.
 - a. **Overnight Allowance** The Government will make a determination whether the Overnight Allowance is allowable. When the project is 50 miles or greater from the Contractor's point of origin, and the Government determines that commuting is uneconomical, the Government shall pay a flat rate of \$65.00 per person, per night. However if travel time to reach the project exceeds the work-rest guidelines, the Overnight Allowance shall be allowed.
 - b. **Meal Periods.** Compensated meal periods are the exception, not the rule.
 - g. **Inspection Time.** Considered on shift time.
2. **BASIS OF PAYMENT** – Payments be based on an hourly basis or any other basis if the order is competed. If sole source the basis of payment shall be hourly.
 3. **OVERTIME - FOR PROJECT WORK ONLY.** The contractor will be paid an additional \$5.00 per labor hour for each labor hour over 40 hours per week.
 4. **PAYMENT WILL BE MADE BY** - The ordering unit. (He who owns the money.)
 5. **METHOD OF PAYMENT** – – ELECTRONIC FUNDS TRANSFER.

Payments by the Government under this contract may be made by electronic funds transfer (EFT) see clause 52.232-33 Payment by Electronic funds Transfer – Central Contractor Registration (5/99). Contractors can reach the National Finance Center (NFC) by calling telephone number 1/800-421-0323. Upon notification, NFC will forward an enrollment package that will include Form NFC-1107 with an assigned nine-digit vendor identification number. The package will include all necessary instructions for setting up an electronic account. If there are any questions or problems, contact the Contracting Officer.

6. **INVOICING PROCESS – PROJECTS**

These procedures are an adaptation of the invoicing procedures used at a fire incident. We have adopted these because the Contractor's all understand these forms, the forms used here are needed for proper documentation of a labor hour contact and most land use agencies involved in fire fighting are familiar with these procedures. Contractors are responsible to provide these forms to the government when on a project:

- a. The CRWB Boss will carry copies of the contract with the task order to the project work site.

- b. 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 261. If applicable the government shall annotate in block 11 of the SF261 Overnight Allowance to be paid.
- c. The government representative shall submit a copy(s) of SF 261 to the payment office.
- d. The Contractor must submit his invoice along with the original Crew Time Report to the payment office for payment. The contractor must obtain a receipt signature, on the invoice, prior to submission of the invoice to the payment office.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL -- AGAR 452.237-74 (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: Crew Bosses, and Squad Bosses.
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

Crew Substitutions, Addition of Personnel –

Crewmembers proposed shall be provided. We do not require that the specific crew leadership combination be provided as bid, i.e. that the exact persons arrive with the exact crews, however, any CRWB AND FFT-1 Squad Leaders provided shall have been bid or proposed with your initial proposal. After award, any additions of new personnel require the Contracting Officer's approval

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

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/ www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.202-1 Definitions (DEC 2001)
- 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 (JUL 1995)
- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
- 52.204-4 Printed or Copied Double- Sided on Recycled Paper (AUG 2000)
- 52.204-7 Central Contractor Registration (OCT 2003)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)

- 52.215-2 Audit and Records -- Negotiation (JUN 1999)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.219-8 Utilization of Small Business Concerns (OCT 2000)
- 52.219-9 Small Business Subcontracting Plan (OCT 2000)
- 52.219-14 Limitations on Subcontracting (DEC 1996)
- 52.222-3 Convict Labor (AUG 1996)
- 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (APR 2002)
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
- 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)
- 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option
- 52.222-44 Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002)
- 52.223-6 Drug-Free Workplace (MAY 2001)

- 52.223-14 Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 Restrictions on Certain Foreign Purchases (APR 2002)
- 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 (JAN 1991)
- 52.232-7 Payments Under Time and Materials and Labor Hour Contracts (MAR 2000)
- 52.232-7 Payments Under Time and Materials and Labor Hour Contracts (ALT II) (JAN 1986)
- 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)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (FEB 2002)
- 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- ~~52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999)~~
- 52.233-1 Disputes (DEC 1998)--Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)
- 52.236-2 Differing Site Conditions (APR 1984)
- 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)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.244-6 Subcontracts for Commercial Items (MAY 2001)
- 52.245-1 Property Records (APR 1984)
- 52.246-25 Limitation of Liability—Services (FEB 1997)
- 52.249-6 Termination (Cost Reimbursement) (Alt IV) (SEP 1996)
- 52.253-1 Computer Generated Forms (JAN 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)
Restrictions Against Disclosure (FEB 1988)

FOREST SERVICE ACQUISITION REGULATION (FSAR PART 4G52) CLAUSES

- 4G52.222-701 Employment of Eligible Workers.
- 4G52.222-702 Labor standards for contracts involving migrant and seasonal agricultural workers.
- 4G52.222-703 Migrant and Seasonal Agricultural Worker Protection Act registration.

CLAUSES FULL TEXT:

I.1 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 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.2 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 \$500,000.
 - (2) Any order for a combination of items in excess of \$1,000,000 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.3 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 the Mandatory Availability Period.

I.4 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 three (years).

I.5 Notice of Partial Small Business Set-Aside 52.219-7 (July 1996)

- (a) *Definitions.* "Small business concern", as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) *General.*
 - (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.
 - (2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.
 - (3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s).
 - (4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with

the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other Offeror's eligible for the set-aside portion.

(c) *Agreement.* For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

Alternate I (Oct 1995). When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in the Federal market in accordance with 19.502-2(c), delete paragraph (c).

I.6 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.*

Employee Class	Monetary Wage--	Fringe Benefits
Crew Boss	\$14.66	NA
Fire Fighter type 1	\$11.84	NA
Fire Fighter type 2	\$10.58	NA

(Based on "rest of US" locality pay - 2002 - Salary Table)

I.7 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.8 CHANGES-TIME-AND-MATERIALS OR LABOR-HOURS – FAR 52.243-3

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

- (c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

I.9 SUBCONTRACTS FOR COMMERCIAL ITEMS -- FAR 52.244-6 (MAY 2001)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, 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 non-developmental items as components of items to be supplied under this contract.

- (c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

- (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.10 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.11 SUBCONTRACTING

By submission of an offer and issuance of a contract the Contractor agrees to the following in performance of the contract:

- (1) The contract work will be performed using Contractor owned or leased equipment, unless continuing performance is jeopardized due to circumstances beyond the control and without the fault or negligence of the Contractor.
- (2) Approval to subcontract must be requested from the Contracting Officer who must give expresses written consent to do so. Request for approval of subcontracts are to be submitted to the Contracting Officer as soon as the need for a subcontract becomes apparent. Lease agreements that are in fact subcontract agreements will not be approved.
- (3) Approval to subcontract does not relieve the Contractor of responsibility for the performance of the contract work and compliance with contract terms and conditions

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 - POSITION QUALIFICATION REQUIREMENTS

EXHIBIT D - REGION 6 FIREFIGHTING TRAINING (AVAILABLE TO ALL)

EXHIBIT E - PASSENGER AND CARGO MANIFEST

EXHIBIT F - NATIONAL CONTRACT CREW INSPECTION FORM

EXHIBIT G - CREW PERFORMANCE RATING

EXHIBIT H - HARASSMENT FREE WORKPLACE POLICY

EXHIBIT I - SAFETY STANDARDS, PERSONNEL REQUIREMENTS AND
PERSONAL PROTECTIVE EQUIPMENT

EXHIBIT J - IDENTIFICATION CARD

EXHIBIT K - SUGGESTED FORMAT FOR NOTICE OF ASSIGNMENT

EXHIBIT L - WAGE DETERMINATIONS

EXHIBIT M - ORDERING PROJECT WORK

EXHIBIT N – NATIONAL TYPE 2, 2-IA CREW PROJECT ORDER FORM

EXHIBIT O – MANDATORY AVAILABILITY PERIODS

EXHIBIT A -- DEFINITIONS

AGENCY - Government.

AGENCY COOPERATOR - Non-tax based entities available through Cooperative Agreement to assist the USFS. Includes Indian Fire Fighters..

CAMPSITE - For the purpose of figuring the RON, a campsite is defined as a place that shall be relatively secure from intrusion, suited for pitching a tent, and sleeping; have potable running water, latrine, and shower facilities provided by the Government.

COR - Contracting Officer's Representative - GOVERNMENT agent/employee responsible for assisting in the administration of the National Crew and Engine Contracts.

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

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

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

HOST UNIT – The land within the boundaries of the unit(s) identified on the schedule.

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.

NCR – National Contract Resource.

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. (fire suppression only – excludes project work)

POINT OF HIRE - Contractor's place of business or point of hire (where resource is located at time of fire call). See Section B – Schedule of Services.

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.

PRE-SUPPRESSION - Activities in advance of fire occurrence to ensure effective suppression action. Includes recruiting and training, planning the organization, maintaining fire equipment and fire control improvements, and procuring equipment and supplies.

PROPERTY –

- a. Accountable Property. Items with a purchase price of \$5,000 (USDI) or \$1,000 (USDA) or more or items that the incident Agency considers sensitive (e.g., cameras, chainsaws) are accountable property. This property is generally tagged with an agency identification number.

- b. Durable Property. Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.
- c. Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, plastic canteens, petroleum products, mole skin, aspirin, and vitamins). This property is not marked.

RESOURCE – Contractor (crew) meaning a specific crew.

TIME UNDER HIRE – Time under hire shall start at the estimated 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.

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. Crews will be dispatched as a Type 2 or Type 2-IA crew. If crews are required to be air transported, crews **DO NOT** come with hand tools. Crews shall not bring chain saws, unless specifically requested.
- 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, STANDARD CUBES, 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, see page 59). 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 5100 pounds.

IV. REIMBURSEMENT FOR AIR TRANSPORTATION

- A. When crews are transported by commercial air, 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 except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet 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. All time from the point of hire to the incident in transportation is time under hire. RON is authorized if justified. Other ground transportation such as car rental may be authorized.

- B. The Government shall *reimburse Contractors for* EMERGENCY return air transportation for individual crew persons.
- C. The Government will 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 other than bona fide emergencies.
- D. Procedure:
 - 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 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 then later submit the bill for reimbursement for common carrier costs.
 - 3. Supporting documentation 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 day(s) (to include necessary ground travel to and from the point of hire to the incident) signed by the Government representative at the travel destination which will serve as receipt of services on behalf of the government.

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). Position qualification requirements are included in Appendix A.

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 contain one Single Resource Crew Boss (CRWB) and two (2) Advanced Firefighter / Squad Bosses (FFT1). The remaining crewmembers must be minimally qualified as Firefighter (FFT2).

Engine Crews

Engine Crews must be supervised by at least one Single Resource Engine Boss (ENGB). The remaining engine crew personnel must be minimally qualified as Firefighter (FFT2).

Other Personnel

Other contracted resources or positions must meet the minimum standards identified in the Wildland and Prescribed Fire Qualification System Guide (PMS 310-1). For any position identified in PMS 310-1 with a fitness level of "None" or any technical specialist positions with the need to be on the fireline for non-suppression tasks, the required fitness level shall be "Light." Examples of "other personnel" include overhead resources or other single resource positions.

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, social security number, 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, "Standards for Survival," and "Your Fire Shelter" (2001 Pamphlet and Video) refresher courses.

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 one training position or evaluation assignment will be permitted per crew on each incident. The coach/evaluator must, as a minimum, be certified in the position 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 or engine crew position requirements are not compromised (Section I.A.).

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.

Refer to Exhibit C for Task Book Administration guidelines.

Record Keeping

A. Contractor Responsibilities:

The CONTRACTOR shall maintain a complete set of training and experience records for each employee, for a minimum of three years. This will, at a minimum, include course certificates required as a prerequisite for the position employee is occupying task books for each employee, showing proof of final evaluation and certification by contractor or 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, Agreement period, or Incident.

3. The Contractor should make available all documentation to the employee relative to the individual's training and experience.

Government Responsibilities

Contracting Officer will review the contractor's certification records for all employees prior to contract award or establishment of an agreement. The Contracting Officer may request employee training and experience records prior to award.

- B. The government reserves the right to review records and evaluate contractor employee's qualifications at any time during the contract period.

POSITION QUALIFICATION REQUIREMENTS

I. Purpose:

The purpose of this exhibit is to present the minimum training, experience, and prerequisite qualifications that will be accepted for the contractor's employees performing these functions. This information can be found in the Wildland and Prescribed Fire Qualification System Guide, PMS 310-1.

II. Scope:

The following qualifications for Single Resource Boss - Crew (CRWB), Single Resource Boss - Engine (ENGB), Advanced Firefighter/Squad Boss (FFT1) and Firefighter (FFT2) are consistent with the NWCG-approved PMS 310-1. Please refer to the minimum qualification requirements for other contractor positions in this document.

III. Position Qualifications Standards:

A. CREW BOSS (SINGLE RESOURCE) (CRWB)

1. REQUIRED TRAINING Crew Boss (S-230)
Intermediate Fire Behavior (S-290)

2. ADDITIONAL TRAINING Basic ICS (I-200)
WHICH SUPPORTS Ignition Operations (S-234)
DEVELOPMENT OF Interagency Business Management (S-260)
KNOWLEDGE AND SKILLS Basic Air Operations (S-270)

3. EXPERIENCE Satisfactory performance as an Advanced
Firefighter/Squad Boss
AND
Satisfactory position performance as a Single
Resource Crew Boss on a wildland or prescribed fire
incident.

4. PHYSICAL FITNESS Arduous

5. OTHER POSITION Single Resource Boss (Dozer, Engine,
Felling,
ASSIGNMENTS THAT Firing, Tractor/Plow)
WILL MAINTAIN CURRENCY Incident Commander Type 4

B. ENGINE BOSS (SINGLE RESOURCE) (ENGB)

1. REQUIRED TRAINING Crew Boss (S-230)
Intermediate Fire Behavior (S-290)
2. ADDITIONAL TRAINING Basic ICS (I-200)
WHICH SUPPORTS Engine Boss (S-231)
DEVELOPMENT OF Ignition Operations (S-234)
**KNOWLEDGE AND SKILLS Interagency Business Management (S-
260) Basic Air Operations (S-270)**
3. EXPERIENCE Satisfactory performance as an Advanced
Firefighter/Squad Boss
AND
Satisfactory position performance as a Single
Resource Engine Boss on a wildland or prescribed
fire incident.
4. PHYSICAL FITNESS Arduous
5. OTHER POSITION Single Resource Boss (Dozer, Engine,
Felling,
ASSIGNMENTS THAT Firing, Tractor/Plow)
WILL MAINTAIN CURRENCY Incident Commander Type 4

C. ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

1. REQUIRED TRAINING Advanced Firefighter Training (S-131)
2. ADDITIONAL TRAINING Supervisory Concepts and Techniques (S-281)
WHICH SUPPORTS Portable Pump and Water Use (S-211)
DEVELOPMENT OF Power Saws (S-212)
KNOWLEDGE AND SKILLS
3. EXPERIENCE Satisfactory performance as Firefighter (FFT2)
AND
Satisfactory position performance, as an Advanced
Firefighter/Squad Boss on a wildland fire incident.
4. PHYSICAL FITNESS Arduous
5. OTHER POSITION Incident Commander Type 5

ASSIGNMENTS THAT
WILL MAINTAIN CURRENCY

D. FIREFIGHTER (FFT2)

1. REQUIRED TRAINING Firefighter Training (S-130)
Introduction to Fire Behavior (S-190)
2. ADDITIONAL TRAINING Introduction to ICS (I-100)
WHICH SUPPORTS
DEVELOPMENT OF
KNOWLEDGE AND SKILLS
3. EXPERIENCE None
4. PHYSICAL FITNESS Arduous
5. OTHER POSITION None
ASSIGNMENTS THAT
WILL MAINTAIN CURRENCY

- E. ADDITIONAL REQUIREMENTS:**
Annual Safety Refresher Training for all returning employees.

SAMPLE TRAINING RECORDS FORMAT

A. 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.

B. SAMPLE RECORD SYSTEM CONTENT

Section 1 – Employee Information:

- Employee payroll name
- Social Security Number
- 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:

- Record of formal classroom training and support documentation (i.e., 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:

- Record that certifies passing the Work Capacity Test at the appropriate level, who administered the test, when the test was taken and the employee's score.

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 TYPE 1 - national type 1 team assigned TYPE 2 - regional type 2 team assigned TYPE 3 - extended attack with multiple resources TYPE 4 - initial attack TYPE 5 - initial attack with very few resources	LEVEL 1 LEVEL 2 LEVEL 3 (For Prescribed Fires)	1 - grass 2 - shrub 3 - timber 4 - slash	A .1 - .25 B .26 - 9.9 C 10 - 99.9 D 100 - 299.9 E 300 - 999.9 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 D

**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 (MOU's) 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 who have valid MOUs with PNWCG is available at www.fs.fed.us/r6/fire/pnwcg/

EXHIBIT E

PASSENGER AND CARGO MANIFEST

STANDARD FORM 245 (6-77) Prescribed by USDA FSM 5716 USDI MP9400.518	PASSENGER AND CARGO MANIFEST	NO. OF PASSENGERS ON THIS PAGE _____	PAGE ___ OF ___
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ORDERING UNIT		PROJECT NAME			PROJECT NO.		
NAME OF CARRIER		MODE OF TRANSPORTATION & I.D. NO.			PILOT OR DRIVER		
CHIEF OF PARTY		REPORT TO:			IF DELAYED, CONTACT:		
DEPARTURE		INTERMEDIATE STOPS			DESTINATION		
PLACE	STD	ETA	PLACE	EDT	ETA	PLACE	

PASSENGER AND/OR CARGO NAME	M	F	PASSEN GER WEIGHT	CARGO WEIGHT	DUTY ASGMT IF APPLICABLE	HOME UNIT
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
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CHIEF OF PARTY COPY

EXHIBIT F

CREW INSPECTION FORM

| **P** **F**

INCIDENT NAME: _____ NUMBER: _____ DATE: _____

Crew Name/Number: _____	Resource Order Number: _____
Number of Employees: _____	Crew Manifest: Yes No Equipment Manifest: Yes No

CREW PERSONNEL (Check Each Person for the Following)

Photo ID: SSN, Annual Required Training, Physical Fitness Score, ICS Qualifications

PPE: 8" High Leather Lug Sole Boots, Hard Hat w/ Chin Strap, Leather Gloves, Goggles, Headlamp w/ Batteries, 1 qt. Canteen, Fire Shelter, Flame Resistant Pants and Shirt.

SECTION I POWER SAWS			
A - Make _____			
Model _____			
Serial # _____			
B - Make _____			
Model _____			
Serial # _____			
C - Make _____			
Model _____			
Serial # _____			
	A	B	C
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			
7. Gas/Oil for 1 st Shift			
8. Power Saw Chaps			

SECTION III VEHICLE INFORMATION			
A - Make _____			
Model _____			
Vehicle Lic. # _____			
Operator License. # _____			
B - Make _____			
Model _____			
Vehicle Lic. # _____			
Operator License. # _____			
C - Make _____			
Model _____			
Vehicle Lic. # _____			
Operator License. # _____			
	A	B	C
1. Gauges and Lights*			
2. Seat Belts*			
3. Glass and Mirrors*			
4. Wiper and Horn*			
5. Clutch Pedal: Proper adjustment, 3/4" free travel			
6. Cooling System: Check radiator and hoses			
7. Oil Level and Condition: Full and Clean			
8. Battery: Check for corrosion, \loose terminals, hold downs			
9. Fuel System*			
10. Electrical System: generator and starter working			
11. Engine Running: Check for knocks & leaks			
12. Transmission: Check for leaks			
13. Steering*			
14. Brakes*			
15. 4-Wheel Line-U-Joints: Check for looseness			
17. Springs and Shocks*			
18. Differential: Check for leaks			
19. Exhaust System*			
20. Frame*			
21. Tires and Wheels*			
22. Body and Interior Condition: Describe and locate damage in Remarks Section.			
23. Emergency Equipment Required:*			
Fire Extinguisher Shovel Axel/Pulaski			

SECTION II EQUIPMENT	
20 Person Crews	
A. Hazel Hoe 3lb. Head _____ 36" Handle _____	8
B. Pulaski _____ 3 3/4 lb. Head _____ 36" Handle _____	10
C. Shovel _____ Size 0 _____	8
D. 10-Man Belt 1 st Aid Kit	2
E. Programmable Hand Held Radio	3
Model _____ Serial # _____	
Model _____ Serial # _____	
Model _____ Serial # _____	
F. Radio Programming Cable	1 1

* Safety Item - Do not accept until brought into compliance.

Remarks: _____

Inspector: _____

Company Representative: _____

EXHIBIT G

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		
9. Crew Evaluation				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)						
10. Supervisory Performances						
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		

EXHIBIT H

HARASSMENT FREE WORKPLACE POLICY

The following policy is internal to employees within the Government and is provided herein for reference. It is however a very good representation of the prevailing attitude towards “harassment”. This contract does not attempt to define the subjective nature of what is considered “objectionable”, “offensive”, or “demeaning”, never the less, you are served notice that courtesy in our interactions between the sexes, races, cultures etc. is a serious concern. If in the opinion of the CO, the COR, or proper government authority any Contractor employee is in violation, that employee may be removed from the job. Show respect, a little courtesy goes a long way.

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.

PENALTIES: The government does not have the right to penalize the Contractor for single acts of noncompliance by Contactor employees. If one crewperson's behavior is non compliant with the above policy, or for any other action of non-compliance with the terms of this contract, that employee shall be dealt with accordingly. Despite any internal policy governing the discipline of government crews, the government shall not unilaterally demobilize the entire crew when and if the problem can be sufficiently handled by replacing the offending individual.

(End of policy)

EXHIBIT I

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, 2nd ed. (1997). Heat Stress: NFES 1594, PMS-303-1 Explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

B. Smoke And Carbon Monoxide

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

C. “Six Minutes for Safety” Training

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

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) And Clothing:

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 each engine crewmember arrives with the following PPE and clothing:

- (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. 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.

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

- (9) FLAME RESISTANT CLOTHING. (Shirt and Pants). A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must:
 - (a) Self-extinguish upon removal from a heat source.
 - (b) Act as an effective thermal barrier by minimizing conductive heat transfer.
 - (c) 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:

The Squad Boss.

The Squad boss SHALL be able to read and write English, and shall possess an accurate working knowledge of the specific terminology used in wildland firefighting and shall be able to communicate verbally in any other language spoken in the crew.

G. Incident Qualification Card (See Exhibit J)

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 drivers license.
- A unique employee number (not their social security number)
- Full legal name.
- List of position(s) the person is qualified for
- 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.

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
(the following letter was edited to delete those items that applied to government employees only)



INCIDENT BUSINESS PRACTICES WORKING TEAM
April 16, 2003

**Recommendation for Proposed New Contract Language
Dealing with Work Rest and Days-off Policy for Contracts/EERAs**

It has been difficult to enforce work rest guidelines including length of assignment with contracted resources. Contracts and EERA’s should be reviewed to ensure that the work rest guidelines will be followed and if violated the resource will be released. It is recommended that the following contract language be added to the General Clauses on Emergency Equipment Rental Agreements beginning with the 2003 – 2004 Fire Season. Current EERA’s should have this language added to the contract as supplemental contract language.

Beginning January 1, 2004, the additional contract language will be as follows:

Work Rest Guidelines:

(a) General

- 1. All resources will adhere to current work/rest policies.*
- 2. To maintain safe and productive incident activities, the contractor shall appropriately manage work and rest periods. The contractor shall plan for an ensure that all personnel are provided a minimum 2:1 work to rest ratio (for every two hours of work or travel provide one hour of sleep and or rest.)*

(b) Driver Limitations

When traveling to and from an assignment, and/or performing driving as a work assignment, a single driver shall not exceed 10 hours driving time in a 15 hour duty day with 8 hours off

between work shifts. A driver must have 8 consecutive hours off duty after driving. Multiple drivers shall not exceed 15 hours in a 15-hour duty day. **[See C. 10.2 (e) DISPATCHING PROCEDURES for application]**

Drivers shall drive no more than two hours without a rest stop.

Operators of vehicles carrying 16 or more passengers (including the driver) shall stop for 10 minutes every hour.

All driving requiring a Commercial Drivers License (CDL) will be performed in accordance with applicable Department of Transportation regulations found in 49 CFR 383 and 390-397.

(c) Safe Driving Requirements

The driver shall ensure all passengers are wearing seat belts.

To not compromise safety when driving, the following are prohibited:

- *Engaging in distracting conversation or activities*
- *Eating or drinking*
- *Using a two-way radio or cellular telephone*
- *Using radio/stereo headphones*
- *Taking prescription drugs that may cause dizziness or lack of concentration or reduce response time*
- *Reading maps, instructions or other material*
- *The driver shall follow all traffic laws*

“The use of the words “work” and “rest” used in this clause are for defining work/rest periods only and not for the purposes of compensation.”

(d) Length of Assignment

Contract personnel/resources shall adhere to current work/rest day-off policies.

Government options consists of:

- (4) The contractor provides replacement personnel. Replacement personnel are subject to the work/rest and day-off policies.*
- (5) Contract resources may be released after a 14-day assignment.*
- (6) The Contract resource(s) may be retained under hire and not put on shift to allow proper rest. Compensation will either be at the daily or guarantee rate*

Length of Assignment:

The [following] work rest guidelines and length of assignment changes will be included in the 2003 publication of the National Interagency Mobilization Guide (Mob Guide) as well as an amendment to the Interagency Incident Business Management Handbook (IIBMH).

UPDATED INTERAGENCY INCIDENT BUSINESS
MANAGEMENT HANDBOOK LANGUAGE
MARCH 2003

Chapter 10

12.7-1 – Work/Rest Guidelines. Work/rest guidelines should be met on all incidents.

Work Rest Definitions

For the purposes of defining work and rest in the context of the 2:1 work/rest ratio:

Work is considered to be any time attributable towards the work shift, compensable or not.

Rest is considered all time off duty outside of the work shift. (Refer to Sections 12.2 through 12.6 for on-shift, off-shift, and meal periods.) Meal periods (compensable or non-compensable) during an assigned operational period do not count towards rest. Rest includes compensable (“coyote tactics”) or non-compensable breaks greater than 90 minutes.

A work/rest period includes all hours since the last rest period that met the 2:1 work/rest ratio.

Applying Work Rest Guidelines:

To maintain safe and productive incident activities, incident management personnel must appropriately manage work and rest periods, assignment duration and shift length for crew, overhead personnel and support personnel. Plan for and ensure that crews, overhead personnel, and support personnel are provided a minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest).

On incidents during assigned operational periods, work shift time includes travel to and from the worksite, compensable and non-compensable meal breaks, rest breaks < 90 minutes, debriefing and equipment refurbishment following the shift in preparation for the next operational period. Work shift length maximums are just that and should be reduced as necessary to counter the effects of acute or cumulative fatigue.

The Incident Commander or Agency Administrator shall document, approve, and include in the daily incident records, the justification for work shifts exceeding 16 hours, including travel time, and for those periods that do not meet 2:1 work to rest ratio. Documentation must include mitigation measures employed to achieve compliance with 2:1 work to rest ratio policies. An acceptable method of documentation is the use of the Excess Hours Log found in the Appendix Tool Kit of this handbook.

Initial Attack Exception

Documentation is required if work rest guidelines cannot be met within the first 24 hours of initial attack and/or if the operational period exceeds 16 hours. The initial 24 hours can only be exceeded with prior approval from the Agency Administrator responsible for the incident, if the decision is documented, and only if it is essential to

1. Accomplish immediate and critical suppression objectives, or;
2. Address immediate and critical firefighter or public safety issues.

After that period, 2:1 work rest guidelines will be met before the resource returns to work.

Work/Rest Mitigation: Management should use techniques to minimize the effects of cumulative fatigue, such as:

- Provide short rest breaks (up to 20 minutes)
- Schedule rest/sleep breaks during early morning hours (0001- 0500)
- Provide for rest periods of at least 1.5 hours each
- Provide supplemental food items according to policy
- Utilize shorter shift lengths (< 14 hours or less)
- Utilize split shifts (for initial or critical times)

- Assign fatigued personnel to less strenuous work
- Provide extended off-shift time to allow employees to recover

4. Assignment Extension

Assignments may be extended in situations where life and property are imminently threatened, suppression objectives are close to being met,....., or replacement resources were ordered and unable to fill.

- a. Resources may be extended for a period not to exceed 5 days, excluding travel. (See #3 above for day off information (1 after 14) upon return to their home unit.)
- b. Resources may be extended for a period up to an additional 14 days (back-to-back assignment) during Geographic Area or National Planning Levels 4 or 5.
- c. Resources may be extended for a period up to an additional 14 days immediately following a five- day extension as identified in a. above.

End of Letter

EXHIBIT J

This is the **required minimum information**.

INCIDENT 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 drivers 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, ENGB, SQB, AND CRWB

EXHIBIT K

Suggested Format for Notice of Assignment

(The following may be reproduced without making any changes without asking permission,)

To: _____ [Address to one of the parties specified in 32.802(e)].

This has reference to Contract No. _____ dated _____, entered into between _____
[Contractor's name and address] and _____ [Government agency, name of office, and address], for _____
[Describe nature of the contract].

Moneys due or to become due under the contract described above have been assigned to the undersigned under the provisions of the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

A true copy of the instrument of assignment executed by the Contractor on _____ [Date], is attached to the original notice.

Payments due or to become due under this contract should be made to the undersigned assignee.

Please return to the undersigned the three enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

[Name of Assignee]

By _____
[Signature of Signing Officer]

[Title of Signing Officer]

[Address of Assignee]

Acknowledgement

Receipt is acknowledged of the above notice and of a copy of the instrument of assignment. They were received ____ (a.m.) (p.m.) on _____, 20__.

[Signature]

[Title]

On behalf of

[Name of Addressee of this Notice]

[End of Suggested Format]

INSTRUCTIONS:

1. Execute form in accordance with instructions found in FAR 32.805 Procedure, found at:
<http://www.arnet.gov/>

2. Forward Three Originals of the Executed Form to:

The Contracting Officer

3. The CO will forward signed originals to:

The Disbursing (Finance) Officer

Assignee [Bank]

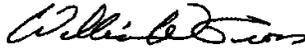
The CO* will copy the Contractor. If the assignee releases the Contractor from an assignment of claims under this contract, the Contractor, in order to establish a right to receive payment of the balance due under the contract, must file a written notice of release together with a true copy of the release of assignment instrument with the Contracting Officer.

*** CO in this case is the CO, not the ACO as the payments office is at NIFC as is the CO.**

EXHIBIT L

WAGE DETERMINATION

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



William W. Gross
Director

Division of
Wage Determinations

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

Wage Determination No.: 1995-0221
Revision No.: 10
Date of Last Revision: 10/03/2002

NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.

Alaska: Entire state.

Hawaii: Entire state.

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

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

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

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

** Fringe Benefits Required Follow the Occupational Listing **

Employed on contracts for Emergency Incident and Fire Safety services.

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
	Emergency Medical Technician :	
	Alaska	12.39
	Midwestern Region	11.25
	Hawaii	10.72
	Northeast Region	12.41
	Western Region	12.23
	Southern Region	11.41
	Environmental Protection Specialist :	
	Alaska	28.59
	Hawaii	26.46
	Northeast Region	28.85
	Western Region	25.34
	Midwestern Region	24.06
	Southern Region	24.50
	Fire Safety Professional :	
	Alaska	28.59
	Midwestern Region	24.06
	Southern Region	24.50
	Hawaii	26.46
	Northeast Region	28.85
	Western Region	25.34

WAGE DETERMINATION NO.: 1995-0221 (Rev. 10)

ISSUE DATE: 10/03/2002

05190	Motor Vehicle Mechanic	
	Alaska	22.17
	Southern Region	15.31
	Hawaii	14.74
	Northeast Region	16.44
	Western Region	17.71
	Midwestern Region	17.52
05220	Motor Vehicle Mechanic Helper	
	Alaska	16.05
	Hawaii	11.35
	Northeast Region	12.79
	Western Region	11.99
	Midwestern Region	11.36
	Southern Region	9.88
11300	Refuse Collector	
	Alaska	9.66
	Hawaii	8.94
	Western Region	8.05
	Midwestern Region	8.27
	Southern Region	6.26
	Northeast Region	9.44
21071	Forklift Operator	
	Alaska	18.42
	Midwestern Region	13.24
	Southern Region	10.94
	Hawaii	14.35
	Northeast Region	12.94
	Western Region	14.16
21150	Stock Clerk (Shelf Stocker; Store Worker II)	
	Alaska	11.91
	Hawaii	9.38
	Southern Region	10.07
	Midwestern Region	10.51
	Northeast Region	10.36
	Western Region	10.65
23160	Electrician, Maintenance	
	Alaska	26.37
	Midwestern Region	19.80
	Northeast Region	21.22
	Hawaii	22.72
	Southern Region	16.92
	Western Region	20.20
23440	Heavy Equipment Operator	
	Alaska	21.57
	Midwestern Region	17.52
	Southern Region	15.31
	Hawaii	15.34
	Northeast Region	16.44
	Western Region	17.71

WAGE DETERMINATION NO.: 1995-0221 (Rev. 10)

ISSUE DATE: 10/03/2002

23470	Laborer:	
	Alaska	13.09
	Midwestern Region	10.05
	Southern Region	8.66
	Hawaii	12.70
	Northeast Region	10.75
	Western Region	10.06
23530	Machinery Maintenance Mechanic	
	Alaska	24.61
	Western Region	15.05
	Northeast Region	15.87
	Hawaii	24.28
	Southern Region	12.02
	Midwestern Region	15.18
23580	Maintenance Trades Helper	
	Alaska	17.99
	Midwestern Region	14.29
	Hawaii	13.88
	Western Region	12.40
	Southern Region	12.08
	Northeast Region	13.34
27070	Firefighter	
	Alaska	9.97
	Northeast Region	6.85
	Hawaii	8.12
	Midwestern Region	6.23
	Southern Region	6.28
	Western Region	6.85
31030	Bus Driver	
	Alaska	18.10
	Hawaii	11.75
	Northeast Region: 1 1/2 to 4 tons	15.29
	Northeast Region: over 4 tons	15.96
	Northeast Region: under 1 1/2 tons	11.86
	Western Region: 1 1/2 to 4 tons	14.04
	Western Region: over 4 tons	14.44
	Western Region: under 1 1/2 tons	8.84
	Midwestern Region: 1 1/2 to 4 tons	14.91
	Midwestern Region: over 4 tons	15.58
	Midwestern Region: under 1 1/2 tons	11.16
	Southern Region: 1 1/2 to 4 tons	13.63
	Southern Region: over 4 tons	14.12
	Southern Region: under 1 1/2 tons	7.58
31361	Truckdriver, Light Truck	
	Alaska	16.94
	Midwestern Region	11.16
	Southern Region	7.58
	Hawaii	9.26
	Northeast Region	11.86

WAGE DETERMINATION NO.: 1995-0221 (Rev. 10)

ISSUE DATE: 10/03/2002

	Western Region	8.84
31362	Truckdriver, Medium Truck :	
	Alaska	18.36
	Midwestern Region	14.91
	Southern Region	13.57
	Hawaii	11.74
	Northeast Region	15.29
	Western Region	14.04
31363	Truckdriver, Heavy Truck :	
	Alaska	19.38
	Northeast Region	15.96
	Southern Region	14.12
	Hawaii	12.81
	Western Region	14.97
	Midwestern Region	15.58
31364	Truckdriver, Tractor-Trailer :	
	Midwestern Region	18.55
	Southern Region	14.84
	Northeast Region	16.07
	Western Region	15.28
	Alaska	20.41
	Hawaii	13.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a 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): \$0.99 an 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 \$2.15. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

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.

WAGE DETERMINATION NO.: 1995-0221 (Rev. 10)

ISSUE DATE: 10/03/2002

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 202783-3238, 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

WAGE DETERMINATION NO.: 1995-0221 (Rev. 10)

ISSUE DATE: 10/03/2002

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

Wage Determinations are updated annually and are incorporated into each individual contract by modification upon contract extension.

EXHIBIT M

ORDERING PROJECT WORK

Project Work Ordering Clause

[Instructions to Contract Specialists for placing orders]

This is a unique [Labor Hour] Task Order Contract. The following procedures meet regulatory minimum standards given in the Federal Acquisition Regulation. If you need clarification on any point you are invited to call the Contracting Officer, John Venaglia at (208) 387-5695:

1. General:

The National Contractors may be ordered for Project work at any time within or outside the Mandatory Availability Period since the contract period is the entire year, however National Contractors may turn down project work (in lieu of accepting orders for fire suppression). All Agencies listed in C.1 are authorized to use this contract to order services for “Project” work. Project work is any work listed in the C.1 that is not emergency (an incident) in nature.

Notice: Project work is limited to fire related, or unique incident (other than fire related) work, to the exclusion of construction and timber related work. Orders for Projects may be issued from Dispatch, in accordance with the procedures in this exhibit. 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:

- a. **Who Is Required To Order:** There are no units required to use this contract for project work.
- b. **Order Limitations:** There is no minimum order amount for individual orders.
- c. **Advertisement:** Advertising is not required provided competition is limited to National Contract Resources named in the schedule of items.
- d. **Soliciting Competition:** The contracting officer must provide each awardee (i.e. each NCR assigned to the Host Unit, or if only one a minimum of two from an adjoining or nearby Host Unit) fair opportunity to be considered for each order exceeding \$2,500.

3. Type Contract:

- c. **Labor Hour/ Adjustable Price:** “Firm-price types of contract provide for a firm price or, in appropriate cases, an adjustable price.” [FAR 16.201] It is a prudent practice to establish a not to exceed price, or ceiling price at the outset. This

procedure does not constitute a “cost reimbursement contract”. Cost reimbursement shall not be used. Undefined contract actions shall be avoided.

b. Firm Fixed Price. Authorized.

4. Terms and Conditions/Statement of Work

All terms and conditions in this specification that apply to performance, remedies, equipment and individual qualifications apply. The using agency (unit) may introduce unique terms in any Task Order that do not change or modify this contract necessary of accomplishment of tasks in a separate statement of work. It may or may not be necessary to break-down these crews. If the crew meets the standard for Type 2IA, the crew may be broken down, or ordered in parts of five provided adequate leadership is present. If the contract specialist uses the project hourly rate off the schedule of items the twenty percent reduction for not meeting the IA requirements does not apply for projects, the rate is paid without adjustments.

Project Orders (POs) shall be placed using the following procedures:

1. The CO shall be notified of the desire for a Project Order to be placed by completing the Project Order Form herein (the required Statement of Work must be attached) by FAX or e-mail.
2. The CO shall forwarded the Project Order Form to no less than two and no more than three NCCs within the closest Host Unit to give a fair opportunity to other local resources on this contract. If the initial two or three NCCs 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 CO will broaden the search for interested NCCs within the Host Unit, and as necessary expand the search to the next closest Host Unit(s) until a minimum of two interested parties respond.
3. The CO shall determine which NCC receives the Project Order based on a variety of variables, such as who is available, past performance, minimum order requirements, the impact of Project Orders upon suppression orders placed with a Contractor, etc.
4. Once the Contractor for the Project Order is identified, the CO will notify the Host Unit Dispatch Center of the Contractor to be dispatched for the project work at the appropriate time. When dispatching the Contractor for project work, the dispatcher will complete the same paperwork as for suppression activities, i.e. a Resource Order. In addition, the Contractor will keep the Host Unit Dispatch Center apprised of their status.
5. Payment and invoicing for project work shall be in accordance Clause G.4, Payments clause.
6. If the Project Manager is asked to make the NCC available for suppression work while project work is being performed, see C.8.3.

EXHIBIT N

NATIONAL CONTRACT CREW (NCC) PROJECT ORDER FORM

This form is available for download on the Internet at www.nifc.gov/contracting

Requesting Agency Representative				
Name of Agency Representative:			Date:	
<input type="checkbox"/> New Project Order		<input type="checkbox"/> Modification to existing project order		
Agency:		Reimbursable Charge Code:		
Contact Name:		Dates NCC Required:		
Phone:		Beginning:		
Fax:		Ending:		
e-mail:		Location of Work:		
Assigned Project Manager (If different from above):				
Project Manager Phone:		Project Title:		
Agency Will Provide to NCC:				
Food <input type="checkbox"/>		Fuel <input type="checkbox"/>		
Campsite <input type="checkbox"/>		Other <input type="checkbox"/>		
If "Other" is marked, Explain:				
Note: A Statement of Work Must Be Attached.				
National Contract Resource (NCC)				
Name of Representative:			Date:	
Company:		NCC Number:		
Address:				
Phone:				
Fax:				
e-mail:				
a.	b.	c.	d.	e.
Number of days	Project rate/day	Travel Time Guarantee	RON (If Applicable)	= Total Estimate
\$	\$	\$	\$	\$
\$	\$	\$	\$	\$
Contracting Officer				
Name of Contracting Officer:			Date:	
Contractor Selected:				
Reason(s) Selected:				
<input type="checkbox"/> Lowest Price		<input type="checkbox"/> Good or Better Past Performance		
<input type="checkbox"/> Need to Meet Minimum Order Requirements		<input type="checkbox"/> Only Contractor Available		
Reason(s) Contractor Not Selected:				
<input type="checkbox"/> Negative Impact on Suppression Orders		<input type="checkbox"/> Poor Past Performance		
<input type="checkbox"/> Unresponsive by Deadline		<input type="checkbox"/> Higher Prices		
<input type="checkbox"/> Contractor Uninterested in Work				

EXHIBIT O**MANDATORY AVAILABILITY PERIODS**

Contract Line Item No.	HOST UNIT	MANDATORY AVAILABILITY DATES		
		From	To	Second
1 (a,b)	WENATCHEE N.F.	6/1	9/30	
2 (a,b)	COLVILLE N.F.	6/1	9/30	
3 (a,b)	WALLOWA/WHITMAN N.F.	6/1	9/30	
4 (a,b)	UMATILLA N.F.	6/1	9/30	
5 (a,b)	MALHEUR N.F.	6/1	9/30	
6 (a-d)	DESCHUTES N.F.	6/1	9/30	
7 (a-c)	SISKIYOU N.F.	6/1	9/30	
8 (a-c)	WINEMA N.F.	6/1	9/30	
9 (a,b)	WILLAMETTE N.F.	6/1	9/30	
10 (a,b)	GALLITIN N.F.	7/15	10/15	
11 (a)	HELENA N.F.	7/15	10/15	
12 (a)	LEWIS & CLARK N.F.	7/15	10/15	
13 (a,b)	IDAHO PANHANDLE N.F.	7/15	10/15	
14 (a,b)	LOLO N.F.	7/15	10/15	
15 (a,b)	BOISE N.F.	7/1	9/30	
16 (a)	FISHLAKE N.F.	7/1	9/30	
17 (a)	DIXIE N.F.	7/1	9/1	
18 (a,b)	CARIBOU-TARGHEE N.F.	7/15	9/15	
19 (a,b)	SALMON CHALLIS N.F.	7/1	9/30	
20 (a-d)	WASATCH-CACHE N.F.	6/1	9/30	
21 (a-d)	HUMBOLDT-TOIYABE N.F.	6/15	9/30	
22 (a)	LASSEN N.F.	6/1	9/30	
23 (a)	MODOC N.F.	6/1	9/30	
24 (a,b)	CHEROKEE N.F.	3/1	4/30	10/15 - 11/30
25 (a,b)	NORTH CAROLINA - N.F.s	3/1	4/30	10/1 - 11/30

**The schedule of Services shall take precedence to the above
if there are any variations between them.**

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 TYPE 1 - national type 1 team assigned TYPE 2 - regional type 2 team assigned TYPE 3 - extended attack with multiple resources TYPE 4 - initial attack TYPE 5 - initial attack with very few resources	LEVEL 1 LEVEL 2 LEVEL 3 (For Prescribed Fires)	1 - grass 2 - shrub 3 - timber 4 - slash	A .1 - .25 B .26 - 9.9 C 10 - 99.9 D 100 - 299.9 E 300 - 999.9 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	

PASSENGER AND CARGO MANIFEST

STANDARD FORM 245 (6-77) Prescribed by USDA FSM 5716 USDI MP9400.518	PASSENGER AND CARGO MANIFEST	NO. OF PASSENGERS ON THIS PAGE _____	PAGE ___ OF ___
---	-------------------------------------	---	-----------------

ORDERING UNIT	PROJECT NAME	PROJECT NO.
NAME OF CARRIER	MODE OF TRANSPORTATION & I.D. NO.	PILOT OR DRIVER
CHIEF OF PARTY	REPORT TO:	IF DELAYED, CONTACT:
DEPARTURE	INTERMEDIATE STOPS	DESTINATION
PLACE	STD ETA PLACE EDT	ETA PLACE

PASSENGER AND/OR CARGO NAME	M	F	PASSENGER WEIGHT	CARGO WEIGHT	DUTY ASGMT IF APPLICABLE	HOME UNIT
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
--	------

CHIEF OF PARTY COPY

CREW INSPECTION FORM

| **P** **F**

INCIDENT NAME: _____ NUMBER: _____ DATE: _____

Crew Name/Number: _____	Resource Order Number: _____
Number of Employees: _____ Crew Manifest: Yes No	Equipment Manifest: Yes No

CREW PERSONNEL (Check Each Person for the Following)

Photo ID: SSN, Annual Required Training, Physical Fitness Score, ICS Qualifications

PPE: 8" High Leather Lug Sole Boots, Hard Hat w/ Chin Strap, Leather Gloves, Goggles, Headlamp w/ Batteries, 1 qt. Canteen, Fire Shelter, Flame Resistant Pants and Shirt.

SECTION I POWER SAWS			
A - Make _____ Model _____ Serial # _____			
B - Make _____ Model _____ Serial # _____			
C - Make _____ Model _____ Serial # _____			
	A	B	C
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			
7. Gas/Oil for 1 st Shift			
8. Power Saw Chaps			

SECTION III VEHICLE INFORMATION			
A - Make _____ Model _____ Vehicle Lic. # _____ Operator License. # _____			
B - Make _____ Model _____ Vehicle Lic. # _____ Operator License. # _____			
C - Make _____ Model _____ Vehicle Lic. # _____ Operator License. # _____			
	A	B	C
1. Gauges and Lights*			
2. Seat Belts*			
3. Glass and Mirrors*			
4. Wiper and Horn*			
5. Clutch Pedal: Proper adjustment, 3/4" free travel			
6. Cooling System: Check radiator and hoses			
7. Oil Level and Condition: Full and Clean			
8. Battery: Check for corrosion, loose terminals, hold downs			
9. Fuel System*			
10. Electrical System: generator and starter working			
11. Engine Running: Check for knocks & leaks			
12. Transmission: Check for leaks			
13. Steering*			
14. Brakes*			
15. 4-Wheel Line-U-Joints: Check for looseness			
17. Springs and Shocks*			
18. Differential: Check for leaks			
19. Exhaust System*			
20. Frame*			
21. Tires and Wheels*			
22. Body and Interior Condition: Describe and locate damage in Remarks Section.			
23. Emergency Equipment Required:*			
Fire Extinguisher Shovel Axel/Pulaski			

SECTION II EQUIPMENT	
20 Person Crews	
A. Hazel Hoe 3lb. Head _____ 36" Handle _____	8
B. Pulaski _____ 3 3/4 lb. Head _____ 36" Handle _____	10
C. Shovel _____ Size 0 _____	8
D. 10-Man Belt 1 st Aid Kit	2
E. Programmable Hand Held Radio	3
Model _____ Serial # _____	
Model _____ Serial # _____	
Model _____ Serial # _____	
F. Radio Programming Cable	1 1

* Safety Item - Do not accept until brought into compliance.

Remarks: _____

Inspector: _____

Company Representative: _____

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	
9. Crew Evaluation				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)					
10. Supervisory Performances					
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	

**Suggested Format for
Notice of Assignment**

(The following may be reproduced without making any changes without asking permission,)

To: _____ [*Address to one of the parties specified in 32.802(e)*].

This has reference to Contract No. _____ dated _____, entered into between _____ [*Contractor's name and address*] and _____ [*Government agency, name of office, and address*], for _____ [*Describe nature of the contract*].

Moneys due or to become due under the contract described above have been assigned to the undersigned under the provisions of the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

A true copy of the instrument of assignment executed by the Contractor on _____ [*Date*], is attached to the original notice.

Payments due or to become due under this contract should be made to the undersigned assignee.

Please return to the undersigned the three enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the addressee.

Very truly yours,

[*Name of Assignee*]

By _____

[*Signature of Signing Officer*]

[*Title of Signing Officer*]

[*Address of Assignee*]

Acknowledgement

Receipt is acknowledged of the above notice and of a copy of the instrument of assignment. They were received ____ (a.m.) (p.m.) on _____, 20____.

[*Signature*]

[*Title*]

On behalf of

[*Name of Addressee of this Notice*]

[End of Suggested Format]

NATIONAL CONTRACT CREW (NCC)

PROJECT ORDER FORM

This form is available for download on the Internet at www.nifc.gov/contracting

Requesting Agency Representative				
Name of Agency Representative:			Date:	
<input type="checkbox"/> New Project Order		<input type="checkbox"/> Modification to existing project order		
Agency:		Reimbursable Charge Code:		
Contact Name:		Dates NCC Required:		
Phone:		Beginning:		
Fax:		Ending:		
e-mail:		Location of Work:		
Assigned Project Manager (If different from above):				
Project Manager Phone:		Project Title:		
Agency Will Provide to NCC:				
Food <input type="checkbox"/>		Fuel <input type="checkbox"/>		
Campsite <input type="checkbox"/>		Other <input type="checkbox"/>		
If "Other" is marked, Explain:				
Note: A Statement of Work Must Be Attached.				
National Contract Resource (NCC)				
Name of Representative:			Date:	
Company:		NCC Number:		
Address:				
Phone:				
Fax:				
e-mail:				
a.	b.	c.	d.	e.
Number of days	Project rate/day	Travel Time Guarantee	RON (If Applicable)	= Total Estimate
\$	\$	\$	\$	\$
\$	\$	\$	\$	\$
Contracting Officer				
Name of Contracting Officer:			Date:	
Contractor Selected:				
Reason(s) Selected:				
<input type="checkbox"/> Lowest Price		<input type="checkbox"/> Good or Better Past Performance		
<input type="checkbox"/> Need to Meet Minimum Order Requirements		<input type="checkbox"/> Only Contractor Available		
Reason(s) Contractor Not Selected:				
<input type="checkbox"/> Negative Impact on Suppression Orders		<input type="checkbox"/> Poor Past Performance		
<input type="checkbox"/> Unresponsive by Deadline		<input type="checkbox"/> Higher Prices		
<input type="checkbox"/> Contractor Uninterested in Work				

