

**2016 - 2020**

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



Bryce Pitchford, Contracting Officer  
Phone: (208) 387-5231  
e-mail: [bpitchford@fs.fed.us](mailto:bpitchford@fs.fed.us)

National Interagency Fire Center  
U.S. Forest Service, Contracting  
Owyhee Bldg. MS-1100  
3833 S. Development Ave  
Boise, Idaho 83705-5354

**TABLE OF CONTENTS**

B.1 PRICING AND ESTIMATED QUANTITY ..... 1  
B.2 OPTIONAL ITEMS ..... 2  
B.3 SCHEDULE OF ITEMS ..... 3

B.7 MAP OF NATIONAL TYPE 2-IA CREW LOCATIONS ..... 7  
C.1 BACKGROUND ..... 8  
C.2 SCOPE OF CONTRACT ..... 8  
C.3 EQUIPMENT ..... 9  
C.4 CREW REQUIREMENTS ..... 10  
C.5 POSITION QUALIFICATION REQUIREMENTS ..... 12  
C.6 FIREFIGHTER TRAINING PROVIDERS ..... 17  
C.7 SAFETY STANDARDS, PERSONNEL REQUIREMENTS, PERSONAL PROTECTIVE  
EQUIPMENT, WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES ..... 19  
C.8 CREW GROUND TRANSPORTATION ..... 22  
C.9 CREW AIR TRANSPORTATION ..... 22  
C.10 CONTRACTOR TRANSPORTATION OF CREW VEHICLES ..... 23  
C.11 DESIGNATED DISPATCH POINT ..... 23  
C.12 ORDERING PROCEDURE FOR NATIONAL CONTRACT CREWS ..... 24  
C.13 ORDERING PROCEDURE FOR PROJECT WORK ..... 27  
C.14 PROPERTY ..... 29  
C.15 INFORMATION TO BE PROVIDED TO THE INCIDENT BY CONTRACTOR ..... 29  
C.16 LAUNDRY SERVICE ..... 29  
C.17 CAMPSITE ..... 29  
C.18 COMMISSARY ..... 29  
C.19 TIMEKEEPING ..... 30  
C.20 COORDINATION ..... 30  
C.21 FIRST AID, EMERGENCY EVACUATION, AND ACCIDENTS ..... 30  
C.22 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL ..... 30  
D.1 VEHICLE IDENTIFICATION ..... 31  
D.2 PROHIBITED MARKING ..... 31  
E.1 CLAUSES INCORPORATED BY REFERENCE ..... 32  
E.2 INSPECTION OF SERVICES -- FIXED-PRICE ..... 32  
E.3 PRE-USE INSPECTION ..... 33  
E.4 INCIDENT INSPECTION ..... 33  
E.5 NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT ..... 33  
E.6 PERFORMANCE EVALUATIONS ..... 34  
E.7 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) ..... 35  
F.1 CLAUSES INCORPORATED BY REFERENCE ..... 37  
F.2 EFFECTIVE PERIOD OF THE CONTRACT ..... 37  
F.3 MANDATORY AVAILABILITY PERIOD ..... 37  
G.1 POST AWARD CONFERENCE ..... 38  
G.2 PAYMENT FOR FIRE SUPPRESSION, ALL-HAZARD, SEVERITY/PREPAREDNESS ..... 38  
G.3 REIMBURSEMENT FOR AIR TRANSPORTATION ..... 43  
G.4 PAYMENT FOR TRANSPORTATION OF CREW VEHICLES ..... 44  
G.5 PAYMENT FOR PROJECT WORK ..... 45  
G.6 PAYMENT FOR ACCOUNTABLE/DURABLE GOODS ..... 46  
H.1 CLAUSES INCORPORATED BY REFERENCE ..... 47  
H.2 PERMITS AND RESPONSIBILITIES ..... 47

## TABLE OF CONTENTS

H.3	CONFIDENTIALITY OF INFORMATION .....	47
H.4	KEY PERSONNEL.....	48
H.5	IDENTIFICATION OF KEY PERSONNEL QUALIFICATIONS AND TRAINING .....	49
H.6	EMPLOYMENT OF ELIGIBLE WORKERS .....	49
H.7	LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS.....	50
H.8	MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT REG. ....	52
H.9	COMPLIANCE WITH THE IMMIGRATION AND NATIONALITY ACT .....	52
H.10	FOREST SERVICE HARASSMENT FREE WORKPLACE POLICY .....	52
H.11	CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS.....	53
H.12	WORKMANSHIP.....	55
H.13	COMMERCIAL FILMING OR VIDEOTAPING .....	55
H.14	FAIR OPPORTUNITY OMBUDSMAN .....	56
I.1	CLAUSES INCORPORATED BY REFERENCE .....	57
I.2	ORDERING.....	59
I.3	ORDER LIMITATIONS.....	59
I.4	INDEFINITE QUANTITY .....	59
I.5	OPTION TO EXTEND THE TERM OF THE CONTRACT .....	60
I.6	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES .....	60
I.7	MINIMUM AND MAXIMUM CONTRACT AMOUNTS .....	60
I.8	GOVERNMENT LIABILITY .....	61
J.1	LIST OF EXHIBITS .....	62
EXHIBIT A	DEFINITIONS .....	63
EXHIBIT B	HANDCREW MANIFEST FORM.....	66
EXHIBIT C	HANDCREW INSPECTION FORM .....	68
EXHIBIT D	EMERGENCY EQUIPMENT – USE INVOICE (OF-286).....	71
EXHIBIT E	NATIONAL TYPE 2 & 2-IA CREW PERFORMANCE EVALUATION FORM .....	72
EXHIBIT F	WAGE DETERMINATIONS.....	74
EXHIBIT G	ENGLISH LANGUAGE PROFICIENCY EVALUATION.....	84

**SECTION B  
SUPPLIES OR SERVICES AND PRICE/COSTS**

**PART I - THE SCHEDULE**

**B.1 PRICING AND ESTIMATED QUANTITY**

The multiple award contracts that result from this solicitation will be of an Indefinite Delivery-Indefinite Quantity type, with fixed-price hourly rates for Type 2-IA Firefighter Crews and may include fixed-price daily rates for Optional Items as identified in Section B.2. Many variables determine the severity and length of any given fire season, including weather and local or regional long-term climate trends such as drought or unusually wet periods. These variables cannot be quantified over the long term for purposes of contract cost estimation. The Government's hypothetical quantities are based on the historical average total amounts invoiced by all Contractors who provided crews under predecessor contracts. It is estimated that the historical seasonal average days assigned per crew working under predecessor contracts during 2011, 2012, 2013, 2014, and 2015 was approximately 48 days. Given a 14-hour shift, the estimated average quantity of work hours per person per season was 670 hours. This average is not a representation of any implied minimum quantity to be ordered or guarantee to be paid. This acquisition is 100% Set-Aside for Small Business Concerns. (See Section K.2 (a) and FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)).

The Government is required to place orders for, and the Contractor to furnish, at least the stated minimum quantity identified in Section I.7 Minimum and Maximum Contract Amounts. If ordered, the Contractor must furnish any additional quantities required, not to exceed the stated maximum. The minimum and maximum quantity may include any combination of assignments for Fire Suppression, All-Hazard, Severity/Preparedness, or Project Work. Determination of quantities ordered by Government and delivered by the Contractor will be based on the cumulative orders accepted during the base period and each potential option period. (See Section I.5 Option to Extend the Term of the Contract).

Offerors must complete Section B.4 Type 2-IA Firefighter Crew Rates for the Base Period and all potential Option Periods for each Contract Line Item Number (CLIN) for which the Offeror wishes to be considered. Offerors may propose one, any, or all of the CLINs listed in Section B.3 Schedule of Items. Offerors will be considered only for those CLINs that the Offeror has identified and offered pricing. Offerors shall state the total maximum number of CLINs they are able to accept. Offerors must also clearly state the maximum number of crews they wish to be considered for by Host Unit Coordination Center. For example if you are proposing several crews but do not wish to have more than one crew at the same Host Unit Coordination Center. The Government reserves the right to award any, all, or none of the CLINs. The Government reserves the right to award to any of the Offeror's proposed CLINs based on the best value and needs of the Government.

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

Pricing for Project Work is not requested through this Solicitation and will not be evaluated for contract award purposes. Task Orders for optional Project Work will be competed per the guidelines in Section C.13 Ordering Procedure for Project Work.

The Designated Dispatch Point (DDP) for each crew will be the contractually approved physical location for the crew during the Mandatory Availability Period (MAP). A physical address (no

**SECTION B  
SUPPLIES OR SERVICES AND PRICE/COSTS**

PO Boxes) must be provided by the Contractor within 30 calendar days after contract award for each CLIN awarded. The address provided must be within the maximum air mileage radius identified in the Schedule of Items for each Host Unit Coordination Center. Offerors are advised to carefully evaluate their ability to position crews prior to submission of offers. Proposed crew DDP locations that fall outside the identified maximum radius will not be accepted. Any subsequent change to the crew's DDP address must be approved by the Contracting Officer through the issuance of a contract modification.

**B.2 OPTIONAL ITEMS**

If proposing Optional Items, use Section B.5 Optional Item Rates to provide fixed-price daily rates for Optional Items as identified. The Government may or may not award any proposed Optional Items. Federal Agencies listed in Section C.2 (a) may order, in accordance with Agency policies and procedures, the Optional Items identified in the Schedule of Items of the awarded crew contract. Optional Items may only be ordered if required at the same incident where the crew is assigned and in direct support of the work being performed by that crew. All authorized orders for Optional Items must be documented on an Equipment Resource Order and are subject to the delivery requirements as stated therein.

Only the following Optional Items as identified in the awarded Schedule of Items may be ordered through any contract resulting from this solicitation:

- Chainsaw with Kit
- Drip Torch
- Leaf Blower

After contract award the Government will not accept any new/additional proposals from Contractors for Optional Items and Contractors will not be allowed to "sell" other Optional Items at fires/incidents. At no time shall any Government official order Optional Items such as engines, trucks, vans, 4X4 vehicles, etc. under any contract resulting from this solicitation.

**SECTION B  
SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.3 SCHEDULE OF ITEMS**

<b>SCHEDULE OF ITEMS  NATIONAL TYPE 2-IA FIREFIGHTER CREW SERVICES</b>				
CLIN	QTY	MAXIMUM DISTANCE CREW FROM HOST UNIT**	HOST UNIT COORDINATION CENTER	MANDATORY AVAILABILITY PERIOD*
<b>PACIFIC NORTHWEST, USFS REGION 6</b>				
1A	1	50 miles	WA-CWC, Wenatchee, WA	7/15 – 8/30
1B	1	50 miles	WA-CWC, Wenatchee, WA	7/15 – 8/30
2A	1	50 miles	WA-NEC, Colville WA	7/15 – 8/30
2B	1	50 miles	WA-NEC, Colville WA	7/15 – 8/30
3A	1	50 miles	OR-NOC, La Grande, OR	7/15 – 8/30
3B	1	50 miles	OR-NOC, La Grande, OR	7/15 – 8/30
4A	1	50 miles	OR-NOC, Pendleton, OR	7/15 – 8/30
4B	1	50 miles	OR-NOC, Pendleton, OR	7/15 – 8/30
5A	1	50 miles	OR-JDCC, John Day, OR	7/15 – 8/30
5B	1	50 miles	OR-JDCC, John Day, OR	7/15 – 8/30
6A	1	50 miles	OR-COC, Prineville, OR	7/15 – 8/30
6B	1	50 miles	OR-COC, Prineville, OR	7/15 – 8/30
6C	1	50 miles	OR-COC, Prineville, OR	7/15 – 8/30
6D	1	50 miles	OR-COC, Prineville, OR	7/15 – 8/30
7A	1	50 miles	OR-MIC, Medford, OR	7/15 – 8/30
7B	1	50 miles	OR-MIC, Medford, OR	7/15 – 8/30
7C	1	50 miles	OR-MIC, Medford, OR	7/15 – 8/30
8A	1	50 miles	OR-KFC, Klamath Falls, OR	7/15 – 8/30
8B	1	50 miles	OR-KFC, Klamath Falls, OR	7/15 – 8/30
8C	1	50 miles	OR-KFC, Klamath Falls, OR	7/15 – 8/30
9A	1	50 miles	OR-EIC, Eugene, OR	7/15 – 8/30
9B	1	50 miles	OR-EIC, Eugene, OR	7/15 – 8/30
10A	1	50 miles	OR-LIF, Lakeview, OR	7/15 – 8/30
10B	1	50 miles	OR-LIF, Lakeview, OR	7/15 – 8/30

**SECTION B  
 SUPPLIES OR SERVICES AND PRICE/COSTS**

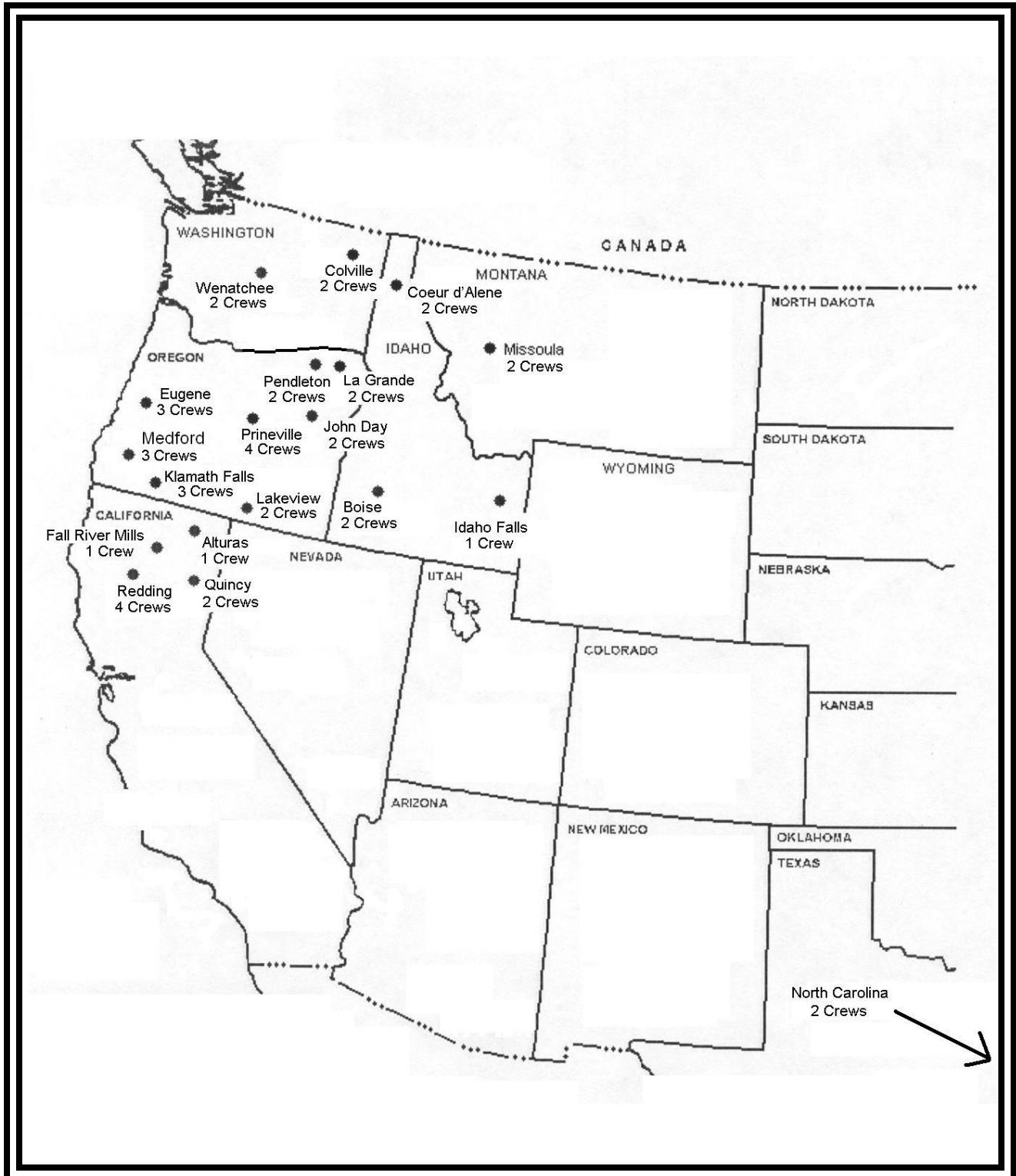
<b>SCHEDULE OF ITEMS – Continued                  NATIONAL TYPE 2-IA FIREFIGHTER CREW SERVICES</b>				
CLIN	QTY	MAXIMUM DISTANCE CREW FROM HOST UNIT**	HOST UNIT COORDINATION CENTER	MANDATORY AVAILABILITY PERIOD*
<b>NORTHERN ROCKIES, USFS REGION 1</b>				
11A	1	50 miles	Idaho Panhandle NF, Coeur d’Alene, ID	8/1-9/15
11B	1	50 miles	Idaho Panhandle NF, Coeur d’Alene, ID	8/1-9/15
12A	1	50 miles	Lolo National Forest, Missoula, MT	8/1-9/15
12B	1	50 miles	Lolo National Forest, Missoula, MT	8/1-9/15
<b>GREAT BASIN, USFS REGION 4</b>				
13A	1	50 miles	Boise National Forest, Boise ID	7/15-8/30
13B	1	50 miles	Boise National Forest, Boise ID	7/15-8/30
14	1	50 miles	Caribou-Targee National Forest, Idaho Falls ID	7/15-8/30
<b>PACIFIC SOUTHWEST, USFS REGION 5</b>				
15A	1	100 miles	Shasta-Trinity National Forest, Redding, CA	4/1 - 5/15 & 10/1 - 11/15
15B	1	100 miles	Shasta-Trinity National Forest, Redding, CA	4/1 - 5/15 & 10/1 - 11/15
15C	1	100 miles	Shasta-Trinity National Forest, Redding, CA	4/1 - 5/15 & 10/1 - 11/15
15D	1	100 miles	Shasta-Trinity National Forest, Redding, CA	4/1 - 5/15 & 10/1 - 11/15
16	1	80 miles	Modoc National Forest, Alturas, CA	8/1 - 9/15
17	1	150 miles	Plumas National Forest, Quincy, CA	7/1 - 8/15
18	1	150 miles	Plumas National Forest, Quincy, CA	7/1 - 8/15
19	1	75 miles	Lassen National Forest, Fall River Mills, CA	7/1 - 8/15
<b>SOUTHEAST, USFS REGION 8</b>				
20A	1	100 miles	National Forests in North Carolina	3/15 – 4/30 & 10/15 – 11/30
20B	1	100 miles	National Forests in North Carolina	3/15 – 4/30 & 10/15 – 11/30

\* Beginning and ending dates may only be adjusted by the Contracting Officer through the issuance of a contract modification.

\*\* For purposes of establishing the Designated Dispatch Point (DDP), the maximum distance is based on the location of the Host Unit Coordination Center as the starting point. The physical address of each DDP shall be within the specified air miles listed for each contract line item.

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.7 MAP OF NATIONAL TYPE 2-IA CREW LOCATIONS**





**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**C.1 BACKGROUND**

The U.S. Forest Service (FS) has engaged in the suppression of wildland fires for many years using Forest Service employed firefighter crews, Federal and State cooperators provided firefighter crews, as well as firefighter crews hired under contract.

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

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

**C.2 SCOPE OF CONTRACT**

The intent of this solicitation, and any resulting contracts, is to obtain the services of commercially provided Type 2 Initial Attack (IA) qualified wildland firefighter crews, hereafter referred to as National Contract Crews (NCC), on a nation-wide basis, for fire suppression activities, All-Hazard incidents, and Severity/Preparedness assignments. The Contractor is responsible for furnishing and managing all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet or exceed the contract specifications. These NCCs are to be utilized for assignments that involve the protection and management of public lands. The categories of work contemplated under this contract include wildland fire preparedness through pre-suppression Severity/Preparedness assignments, fire suppression activities with an emphasis on Initial Attack, large fire support, and All-Hazard incidents that are managed using the Incident Command System (ICS). At the option of the Government, NCCs may also be awarded task orders for Project Work related to hazardous fuels management activities such as hazardous fuels reduction, prescribed fire application, brush removal, and land rehabilitation. Project Work shall not include construction, facilities maintenance and repair, or timber-related activities. (See Section C.13 Ordering Procedure for Project Work).

**(a) AGENCIES AUTHORIZED TO ORDER INCIDENT WORK**

For fire suppression related activities and All-Hazard incidents, the Forest Service has longstanding cooperative fire protection agreements with other Federal land use agencies. The following land use agencies have authority to place orders under this contract for fire

**SECTION C  
 DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

suppression, All-Hazard, and Severity/Preparedness assignments: United States Forest Service (USFS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

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

Forest Service cooperative agreements with State agencies allow those agencies to order NCCs under this contract through the appropriate Federal agency Host Unit Coordination Centers listed in the Schedule of Items.

This contract does not preclude the Government from using any Federal agency or agency cooperator resources before NCCs.

**(b) AGENCIES AUTHORIZED TO ORDER AND MAKE PAYMENT FOR PROJECT WORK**

The Forest Service and the Federal cooperators listed in (a) above are authorized to utilize this contract for Project Work in accordance with the terms and conditions set forth herein. If Federal agencies, other than the Forest Service, issue Task Orders for Project Work under this contract, they must issue the Task Orders under their own agency procedures and utilize their respective Agency's funding provided that each Task Order is competed per the guidelines in Section C.13. The Ordering Official shall provide a copy of each task order issued to the National Contracting Officer in order to track total obligations towards the minimum guarantee. State or local agencies have no existing authority to order Project Work under this contract.

**C.3 EQUIPMENT**

**(a) HAND TOOLS**

Contractor must ensure that each NCC arrives with the appropriate personal protective equipment (PPE), fire shelters, and the minimum number and types of serviceable tools in good condition meeting the minimum standards specified in Table C.1, below.

**Table C.1 Required Hand Tools**

Hand Tool Description		Number Required Per Crew
Pulaski	3 ¾ lb. Head, 36" Handle	10
Combi/ Reinhardt/ Hazel Hoe, or McLeod	3 lb. Head, 36" Handle	8
Shovel	Size 0 or 1, Round Point	8
Power Saw	With Fuel, Oil, and Kit (C.3 (b))	3
First Aid Kit	10 Person, Belt Type	2
Drip Torch	With Fuel	4
Fire Rake	(USFS Region 8 only)	10
Leaf Blower	(USFS Region 8 only)	3

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

(b) CHAINSAW KIT

Three chainsaw kits are required for each NCC. Each kit shall consist of a chainsaw with a minimum 24-inch bar and 3.44 cubic inch size motor, chaps (meeting USFS Specification 6170-4F or later, or certified to NFPA 1977), extra chain, chainsaw wrench, and appropriate size, round and flat sharpening files. A falling axe and falling wedges are required. The chainsaw operator shall be qualified as a Faller and only perform within the employees qualification standards. (Reference Interagency Standards for Fire and Aviation Operations NFES 2724). The chainsaw may be used by the NCC only for fireline construction, mop-up, or clearing access routes and emergency escape routes, storm debris clean-up and light project work such as small tree thinning and brush removal. NCC chainsaw operators under this contract shall not perform as hazardous tree fallers.

(c) PROGRAMMABLE RADIO

(1) Fire Suppression/All-Hazard Assignments:

Contractor shall have a minimum of four handheld programmable radios with programming cables and software to facilitate communications between other incident and crew personnel. Radios must be capable of communicating within a minimum frequency range from 148 MHZ to 174 MHZ on established Federal and state frequencies. Modified radios are not acceptable. Only radios listed on the National Interagency Fire Center's National Interagency Incident Communications Divisions' website <http://www.nifc.gov/NIICD/index.html> are approved. At least two fully charged battery packs per radio are required at the beginning of each shift. Contractor supplied batteries must operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries.

Frequencies will be installed by the Government at the incident and frequencies will be removed prior to demobilization from the incident. Contractor must 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 Government assigned frequencies for other than performance under this contract.

(2) Severity/Preparedness and Project Work Assignments:

Contractor will be responsible for assigning the programming for their radios at the start of Severity/Preparedness and Project Work assignments and will be responsible for removing the programming prior to leaving the assignment. This programming direction is applicable to only Severity/Preparedness and Project Work assignments.

**C.4 CREW REQUIREMENTS**

Contractor shall provide properly trained crews, consisting of not less than 18 and no more than 20 persons. The Government prefers a 20 person crew at all times. Each crew must be directly supervised on site by one Crew Boss (CRWB), and three (3) Incident Commander, Type 5 (ICT5) and must meet the language requirements in Section C.7(f). (See Section J, Exhibit G) The remaining crew members must meet all

**SECTION C  
 DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

other minimum requirements listed in Tables C.2, C.3, and C.4 as applicable. All crew personnel must be trained and qualified and their training records maintained in accordance with the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide PMS 310-1.

**Table C.2 Minimum Crew Requirements for Type 2-IA Mobilization**

<b>Standard</b>	<b>Minimum Requirement</b>
Fire Line Capability	Initial attack; Crew can be broken up into Squads; fireline construction; firing to include burnout
Crew Size	18 – 20 Persons
Leadership Qualifications	1 CRWB and 3 ICT5
Experience	At Least 60% of the crew must have one season or more experience
Full Time Organized Crews	Mandatory Availability Period only, as required herein
Communications	4 Programmable Radios
Sawyers	3 qualified sawyers
Training (See Section C.5)	Basic firefighter training and or annual firefighter safety refresher
Fitness	Arduous
Logistics	Self Sufficient (See Section G.2(h))
Maximum Crew Weight	5,300 lbs.
Dispatch Availability	Available during Mandatory Availability Period and/or per status in ROSS
Production Factor	0.8 (reference Fireline Handbook 410-1)
Transportation	See Section C.8 for Ground Transportation and C.9 for Air Transportation
Tools & Equipment	Contractor Supplied (See Table C.1)
Personal Gear	Contractor Supplied
PPE	Contractor Supplied (See Section C.7(e) and C.14(a)(1))

**Table C.3 Minimum Crew Requirements for Type 2 Mobilization**

<b>Standard</b>	<b>Minimum Requirement</b>
Fire Line Capability	Initial attack/ fire line construction, firing to include burnout
Crew Size	18 – 20 Persons
Leadership Qualifications	1 CRWB and 3 FFT1
Experience	At Least 40% of the crew must have one season or more experience
Full time Organized Crews	Mandatory Availability Period only – On Call
Communications	4 Programmable Radios
Sawyers	None
Training (See Section C.5)	Basic firefighter training and or annual firefighter safety refresher
Fitness	Arduous
Logistics	Self Sufficient (See Section G.2(h))
Maximum Crew Weight	5,300 lbs
Dispatch Availability	Available during Mandatory Availability Period and/or per status in ROSS
Production Factor	0.8 (reference Fireline Handbook 410-1)
Transportation	See Section C.8 for Ground Transportation and C.9 for Air Transportation
Tools & Equipment	Contractor Supplied (See Table C.1)
Personal Gear	Contractor Supplied
PPE	Contractor Supplied (See Section C.7(e) and C.14(a)(1))

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**C.5 POSITION QUALIFICATION REQUIREMENTS**

This section describes the training and qualifications that each firefighter must have before they can be certified in each Incident Command System (ICS) position required under this Contract. The qualifications defined are for the ICS positions of Single Resource Boss-Crew (CRWB); Incident Commander Type 5 (ICT5); Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2). Table C.4 identifies the sequence for training and experience requirements to become certified in each position required under the terms of this contract.

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

**(1) REQUIRED TRAINING**

- ICS for Single Resources and Initial Action Incidents (ICS-200)
- Intermediate Wildland Fire Behavior (S-290)
- Crew Boss (Single Resource)(S-230)
- Annual Fireline Safety Refresher (RT-130)
- National Incident Management System (NIMS) and Introduction (IS-700.a)

**(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS**

- Followership to Leadership (L-280)
- Basic Air Operations (S-270)
- Interagency Incident Business Management (S-260)
- Firing Operations (S-219)

**(3) EXPERIENCE**

Satisfactory performance as Advanced Firefighter/Squad Boss (FFT1) that consisted of:

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

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

**AND**

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

- At least three (3) training/evaluation assignments on Type 3, 2, or 1 incidents.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

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

(4) PHYSICAL FITNESS

Arduous

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

- Any Single Resource Boss
- Incident Commander Type 4 (ICT4)

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

(b) **INCIDENT COMMANDER TYPE 5**

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

(1) REQUIRED TRAINING

- ICS for Single Resources and Initial Action Incidents (ICS-200)
- Firefighter Type 1 (S-131)
- Look Up, Look Down, Look Around (S-133)
- Annual Fireline Safety Refresher (RT-130)
- National Incident Management System (NIMS) and Introduction (IS-700.a)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

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

(3) EXPERIENCE

Satisfactory performance as Firefighter (FFT2) that consisted of:

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

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**AND**

Satisfactory completion and certification of PTB as an Incident Commander Type 5 (ICT5) while supervising a minimum of four (4) firefighters, on wildfire incidents, documented in PTB that consisted of:

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

**(1) PHYSICAL FITNESS**

Arduous

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

- Firefighter Type 1 (FFT1)
- Incident Commander, Type 4 (ICT4)

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

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

**(1) REQUIRED TRAINING**

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

**(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS**

- Firing Operations (S-219)
- Portable Pump and Water Use (S-211)
- Power Saws (S-212)

**(3) EXPERIENCE**

Satisfactory performance as Firefighter (FFT2) that consisted of:

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

**AND**

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

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

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

(4) PHYSICAL FITNESS

Arduous

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

- Incident Commander Type 5 (ICT5)
- Any Single Resource Boss

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

(d) **FIREFIGHTER (FFT2)**

(1) REQUIRED TRAINING

- Basic Firefighter training
- Introduction to ICS (I-100)
- Human Factors on the Fireline (L-180)
- Introduction to Wildland Fire Behavior (S-190)
- Firefighting Training (S-130)
- Annual Fireline Safety Refresher (RT-130) **Note:** Not required for first year FFT2
- National Incident Management System (NIMS) and Introduction (IS-700.a)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

None

(3) EXPERIENCE

None

(4) PHYSICAL FITNESS

Arduous



**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

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

- FFT1
- FAL3
- ICT5

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

**(e) INCIDENT SAWYER\***

(1) REQUIRED TRAINING

- Basic Firefighter Training
- Introduction to ICS (I-100)
- Human Factors on the Fireline (L-180)
- Introduction to Wildland Fire behavior (S-190)
- Firefighting Training (S-130)
- Power Saws (S-212)
- Annual Fireline Safety Refresher (RT-130)
- National Incident Management System (NIMS) and Introduction (IS-700.a)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Demonstrate competency as FAL1, FAL2, or FAL3

(3) EXPERIENCE

Minimum FFT2 Qualified

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS FAL1, FAL2, or FAL3, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FALLER CERTIFICATION

None

An initial certification is required for all falling position (FAL1, FAL2, FAL3) qualifications, and every three years following initial certification.

\*The chainsaw may be used by the NCC only for fireline construction, mop-up, or clearing access routes and emergency escape routes or storm debris clean-up. NCC chainsaw operators under this contract shall not perform as hazardous tree fallers.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**(f) ADDITIONAL REQUIREMENTS**

- (1) Completion of Annual Fireline Safety Refresher training (RT-130) is required for all positions in order to maintain currency. A minimum of six (6) hours is required. Annual Fireline Safety Refresher training will focus on mandatory core content subjects. Core content is listed under Wildland Fire Safety Refresher Training at [www.nifc.gov](http://www.nifc.gov).
- (2) National Incident Management System (NIMS) IS-700.a overview course is required under this contract for all positions. The NIMS IS-700.a course in English and Spanish may be obtained online at <http://training.fema.gov/EMIWeb/IS/is700a.asp>
- (3) Position Task Books may be initiated at any time. All required prerequisite experience must be completed before the firefighter can begin working on the Position Task Book for the next higher position. A firefighter may work on only one Position Task Book at a time, however, experience requirements that are shared by both ICT5 & FFT1 may be achieved concurrently and do not need to be repeated for each position separately.
- (4) For FFT1 Trainee and CRWB Trainee positions, only three training positions will be permitted per crew on each incident assignment. The coach/evaluator must be fully certified in the position(s) they are coaching or evaluating. Any trainee positions must be clearly identified on the Crew Manifest.
- (5) All training received by Contractor's employees must meet the course content and instructor standards listed in PMS 907 Course Coordinator Guide and PMS 901-1 Field Managers' Course Guide.
- (6) The Contractor is required to maintain a complete record of each employee's training and experience. Training and experience records shall, at a minimum, include course certificates required as a prerequisite for the position the employee is occupying, completed Position Task Books showing proof of final evaluation and certification by a qualified Coach/Instructor, documentation of Annual Safety Refresher Training and Work Capacity Fitness Tests, and any performance evaluations received. Training and experience records for employees separated from the company must be maintained for a minimum of three years after the date of separation. The government reserves the right to inspect training and experience records and evaluate firefighter qualifications at any time during each contract period. The government is not responsible for certifying or maintaining qualification records for Contractors or Contractor's employee(s).

**C.6 FIREFIGHTER TRAINING PROVIDERS**

To ensure sufficient wildland fire training opportunities are available for private sector contractors who participate in firefighter crew contracts, and that this training meets or exceeds National Wildfire Coordination Group (NWCG) standards, the Pacific Northwest Wildfire Coordination Group (PNWCG) and the Northern Rockies Coordinating Group (NRCG) have entered into Memorandums of Understanding (MOUs) with training providers.

Information about MOUs with the PNWCG is available at:

[www.fs.fed.us/r6/fire/pnwcg/](http://www.fs.fed.us/r6/fire/pnwcg/)

Information about MOUs with the NRCG is available at:

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

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

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**Table C.4 Sequence For Position Certification**

ICS Position	Minimum Requirement
Firefighter FFT2	<ol style="list-style-type: none"> <li>1. Complete S-130, S-190, I-100, L-180, and IS-700.a training.</li> <li>2. Pass Work Capacity Fitness Test (Arduous).</li> <li>3. Complete Annual RT-130 training. Note: Not required for first year FFT2.</li> <li>3. <b>Firefighter becomes certified as a FFT2.</b></li> </ol>
Advanced Firefighter/ Squad Boss FFT1	<ol style="list-style-type: none"> <li>1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of these on any Type 1-5 incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience.</li> <li>2. Eligible to become a FFT1 Trainee once above requirements are met.</li> <li>3. Complete S-131 and S-133.</li> <li>4. <b>Firefighter becomes a FFT1 Trainee.</b></li> <li>5. Complete Annual RT-130 training.</li> <li>6. Pass annual Work Capacity Fitness Test (Arduous).</li> <li>7. As an FFT1 Trainee, work on at least three (3) training/evaluation assignments on any Type 1-5 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on any Type 1-5 incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1.</li> <li>8. <b>Firefighter becomes certified as an FFT1/Squad Boss.</b></li> </ol>
Incident Commander Type 5 ICT5	<ol style="list-style-type: none"> <li>1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of these on any Type 1-5 incidents This meets requirement for satisfactory performance as FFT2 and one season of experience.</li> <li>2. Eligible to become a FFT1 Trainee once above requirements are met.</li> <li>3. Complete S-131, S-133, IS-700.a, and ICS-200.</li> <li>4. <b>Firefighter becomes an ICT5 Trainee.</b></li> <li>5. Complete Annual RT-130 training.</li> <li>6. Pass annual Work Capacity Fitness Test (Arduous).</li> <li>7. As an ICT5 Trainee, work on at least three (3) training/evaluation assignments on any wildfire incidents Type 1-5 that included hotline activities and total at least 15 Operational Periods, 10 of these on any Type 1-5 incidents, and complete the FFT1/ ICT5 task book. This meets requirement for satisfactory performance as an ICT5.</li> <li>8. <b>Firefighter becomes certified as an ICT5.</b></li> </ol>
Crew Boss CRWB	<ol style="list-style-type: none"> <li>1. Work on an additional three (3) wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on Type 3, 2, or 1 fires. This meets the satisfactory performance requirement as FFT1/Squad Boss.</li> <li>2. Eligible to become a CRWB Trainee once above requirements are met.</li> <li>3. Complete S-230, S-290, and ICS-200.</li> <li>4. <b>Firefighter becomes a CRWB Trainee.</b></li> <li>5. Complete Annual RT-130 training.</li> <li>6. Pass annual Work Capacity Fitness Test (Arduous).</li> <li>7. As a CRWB Trainee, work on at least three (3) training/evaluation assignments on Type 4, 3, 2, or 1 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on Type 4, 3, 2 or 1 incidents and complete the CRWB task book. This meets requirement for satisfactory position performance as a CRWB.</li> <li>8. <b>Firefighter becomes certified as a CRWB.</b></li> </ol>
Incident Sawyer	<ol style="list-style-type: none"> <li>1. Minimum FFT2 qualified</li> <li>2. Complete S-212 training.</li> <li>3. Demonstrate performance as FAL1, FAL2, or FAL3.</li> <li>4. Complete Annual RT-130 training.</li> <li>5. Pass annual Work Capacity Fitness Test (Arduous).</li> </ol>

\* Position Task Books for firefighter certification may be initiated prior to attending classroom training.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**C.7 SAFETY STANDARDS, PERSONNEL REQUIREMENTS, PERSONAL PROTECTIVE EQUIPMENT, WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES**

The following minimum contract standards shall be upheld at all times. The Contracting Officer or their designated representatives will consider individuals who cannot meet these minimum requirements as UNSAFE and may remove the individual or, if necessary the entire crew from the work site in accordance with the terms of this contract.

(a) HEAT STRESS

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

(b) SMOKE AND CARBON MONOXIDE

For information on this subject contact the U.S. Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for the publication 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

Contractor is responsible for ensuring all personnel arrive at the incident fully outfitted with the proper Personal Protective Equipment (PPE) as prescribed in this section and fully prepared to perform under the terms of this contract. Contractor shall be responsible for ensuring that PPE is operable and maintained in good repair throughout the duration of any assignment. Protective clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. If the NCC, upon arrival or during the course of the incident does not have the required PPE, the NCC will be considered noncompliant.

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

(1) BOOTS: Leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).

(2) Wildland Firefighter's Helmet - (NFPA) 1977 compliant helmet.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

Or

Equivalent hardhat meeting ANZI Z89.1-2003 Type 1, Class G or ANSI Z89.1-2009 Type 1, Class G

All helmets must be equipped with a chin strap.

(3) GLOVES: One pair of heavy-duty leather work gloves.

(4) EYE PROTECTION: One pair (must meet standards ANSI Z87.1, latest edition).

(5) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB, i.e. during chainsaw operation.

(6) HEAD LAMP: With batteries and attachment for mounting to hard hat.

(7) CANTEEN: At least one (1) quart size canteen full of water, two (2) is recommended.

(8) FIRE SHELTER (M-2002): One per person (must be manufactured in accordance to FS specification 5100-606 and certified by Underwriters Laboratory (UL)). Fire Shelter information at [www.NIFC.gov/fireShelt/fshelt\\_main.html](http://www.NIFC.gov/fireShelt/fshelt_main.html) or contact US Forest Service Missoula Technology and Development Center at 406-329-3900.

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

- Self-extinguish upon removal from a heat source.
- Act as an effective thermal barrier by minimizing conductive heat transfer.
- Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
- Be manufactured from flame resistant material such as; aramid (Nomex™), para-aramid (Kevlar©) or other similar fabric.

**Note:** It is recommended that firefighters wear a short-sleeved t-shirt, underwear, and socks under flame resistant clothing. T-shirt, underwear, and socks should be made of 100% cotton, wool, or a 100% flame resistant blend of fibers.

(10) CHAIN SAW CHAPS: For each firefighter who operates a chain saw, chain saw chaps must be worn during saw operations. Chain saw protection/chaps shall meet USFS Specification 6170-4F or later, or meet the current requirements of NFPA 1977. Chain saw chaps should be adjusted for a snug fit that will keep them positioned correctly on the legs. Chain saw chaps must be long enough to reach 2 inches below the boot tops. Proper fit and correct chap length maximize protection.

(f) FIRELINE LEADERSHIP COMMUNICATIONS SKILLS

All personnel in leadership positions such as Crew Bosses, ICT5's, Squad Bosses, as well as radio operators must be able to communicate fluently at a conversational level in English.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

Specifically:

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

**(g) INCIDENT IDENTIFICATION/ QUALIFICATION CARD**

Each firefighter must carry a photo identification card issued annually by the Contractor for whom the firefighter is working. Information on the card must include:

- Name of the firefighter typewritten or printed.
- Photograph of the person, recent digitized photograph, similar to the size and clarity of a state issued driver's license,
- A unique employee number (not their social security number),
- Firefighter's full legal name,
- List of position(s) for which the firefighter is qualified and date of qualification(s),
- Seasons of experience,
- English language proficiency, (See Section C.7(f) and Exhibit G)
- Date the firefighter passed the Work Capacity Fitness Test,
- Date the firefighter completed Annual Fireline Safety Refresher training,
- Color Coded indication of firefighter's experience/qualifications,
  - Yellow for firefighters with less than one season experience
  - Red for firefighters with one season or more experience
  - Blue for Supervisory, FFT1, ICT5, Squad Boss, and Crew Boss

The Contractor must sign the firefighter's identification card certifying that the individual has met all the training requirements of this contract. In addition, each crewmember must also carry a Government issued photo identification, such as a state driver's license, passport, state identification card, etc. at all times.

**(h) PHYSICAL DEMANDS**

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

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

All personnel shall have passed the Work Capacity Fitness Test (WCFT) at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in less than 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 Government reserves the right to monitor the administration of any classroom instruction, and WCFT administered for compliance with "Work Capacity Fitness Test Instructor's Guide." The Contractor(s) must provide proof that their employee(s) has/have met this requirement upon request.

(i) **WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES**

Information on current work/rest guidelines, length of assignment, days off and other fire business management information can be found in the Interagency Incident Business Management Handbook. (PMS 902, NFES 2160) Use of cellular phones, global positioning systems, or other handheld electronic devices while driving is prohibited.

**C.8 CREW GROUND TRANSPORTATION**

Contractor shall provide vehicles for ground transportation of NCCs that meets all applicable state and Federal laws relating to motor vehicles. Crew vehicles must be all-wheel drive if these are single wheel rear axle type but may be rear-wheel drive if dual-wheel rear axle type. Crew vehicles must be capable of providing reliable transportation to and from the fire line. Contractor must provide sufficient number of vehicles to allow for division of the crew into subunits. School type buses are not acceptable. Vehicles that become inoperable will be towed at the Contractor's expense. The Government reserves the right to conduct safety inspections of Contractor vehicles at any time during the Mandatory Availability Period.

**C.9 CREW AIR TRANSPORTATION**

Crews dispatched by the Government may be required to fly by Government provided, or commercial transport to the fire location. When NCC are transported by commercial air, the Government shall reimburse the Contractor for air transportation costs in accordance with Section G.3 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.

(a) **GENERAL CREW INFORMATION**

- (1) If crews are required to be air transported, crews DO NOT come with hand tools. Crews shall not bring chain saws, unless specifically requested. (Refer to National Mobilization Guide NFES-2092).
- (2) 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 fusees may be loaded aboard aircraft. If chain saws are requested, they must be purged before being placed on the aircraft.
- (3) Crews transported by air under these provisions must wear clean clothing while traveling aboard aircraft(s) both to and from each fire location.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**(b) CREW MANIFESTS, WEIGHT POLICY, AND GEAR FOR ALL PERSONNEL**

(1) All crew personnel transported by aircraft must conform to the following limitations:

(i) Crews will be limited to a maximum of 20 people per crew.

(ii) All personnel mobilized and demobilized will be identified on a Passenger and Cargo Manifest Form (Form SF-245). All crew leaders or crew representatives will maintain a MINIMUM of four (4) accurate copies of this form at all times. Crewmember weights will be displayed separately from baggage and equipment weights on manifest.

(iii) Crewmembers are 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.

(iv) MAXIMUM allowable crew weight, INCLUDING EQUIPMENT is 5,300 pounds.

**C.10 CONTRACTOR TRANSPORTATION OF CREW VEHICLES**

If the Contractor elects to provide Contractor employees as qualified drivers for delivery of their vehicles, the Government shall reimburse the Contractor for the cost to provide employee drivers following the terms and conditions listed below and in accordance with Section G.4.

(a) When the NCC is transported to an incident by air, only full strength crews as identified in Table C.2 or C.3 shall be provided. Contractor employees provided as drivers for delivery of crew vehicles shall not be members of the NCC being flown to the incident.

(b) When demobilized from the incident, the Government will determine the method to be used to transport the NCC to the next incident assignment or to the original pick-up point where air transport commenced. In most instances, the Government will elect to use air transportation to send the NCC to the next incident assignment or back to the original pick-up point. If the Government elects to use air transportation, only full strength crews as identified in Table C.2 or C.3 will be transported. Members of the crew being flown must not be withheld for use as drivers for the delivery of crew vehicles to the next incident assignment or to the original pick-up point when the Government elects to use air transportation.

(c) Contractor employees provided as drivers for delivery of crew vehicles must comply with all State or Federal Department of Transportation regulations when transporting crew vehicles.

**C.11 DESIGNATED DISPATCH POINT**

The Designated Dispatch Point (DDP) is the physical address provided by the Contractor where the NCC personnel and equipment must be located during the MAP. The DDP must be located within the maximum air mileage radius identified in the Schedule of Items for each Host Unit Coordination Center. Contractors may not change their DDP without prior written approval from the Contracting Officer. Unauthorized, unilateral relocation of a NCC (fire chasing) during the MAP is prohibited. Contractors that have unilaterally relocated their NCC during the MAP may be suspended at no cost to the government.



**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**C.12 ORDERING PROCEDURE FOR NATIONAL CONTRACT CREWS**

Due to the sporadic occurrence of fire incident activity, the placement of any orders under this contract IS NOT GUARANTEED.

(a) DISPATCH PRIORITY

Each Host Unit Coordination Center (HUCC) is required to give dispatch priority to its assigned NCC for emergency incident assignments on non-tribal, Federal lands BEFORE all other contractually obtained Type 2 and Type 2-IA crew resources. Each HUCC to which more than one NCC are assigned must follow the rotation procedures described in C.12(c).

(1) This dispatch priority applies to the NCC during the MAP and any ordered extensions of the MAP as long as the NCC is in available status and remains at their assigned DDP. This dispatch priority also applies to periods outside the MAP but only when the NCC is in available status and remains located at their assigned DDP.

(2) Outside the MAP and when the NCC is no longer located at the DDP, dispatch priority described in (a) shall no longer apply, however, the NCC may continue to be ordered for assignments through the HUCC.

(3) Timeliness is of the essence when filling orders for emergency incident assignments. At any time the NCC cannot meet the date/time requirements for an emergency dispatch, the ordering protocol in C.12(a) is waived. HUCC dispatchers must document when this ordering protocol has been waived.

(4) HUCCs cannot hold the NCCs in reserve as a contingency force in non-pay status when the NCC is otherwise available to accept emergency incident assignments.

(b) HOST UNIT COORDINATION CENTERS

Each NCC is located in proximity to an assigned Host Unit Coordination Center (HUCC) during the MAP identified in the Schedule of Items. Each HUCC will maintain the status of each NCC assigned to that HUCC both during and outside the MAP. It is the Contractor's responsibility to report any changes in NCC availability and/or position to their assigned HUCC and the Contracting Officer in writing.

(c) NCC ROTATION WITHIN HOST UNIT

When more than one NCC is assigned to a HUCC, orders for emergency incident assignments will be rotated between NCCs assigned to that HUCC. The purpose of NCC rotation is to balance dispatch opportunities to provide NCC personnel opportunity to maintain their proficiency. NCC rotation is not intended to achieve equity in terms of number or length of assignments or revenue earned. This requirement DOES NOT supersede the provision at C.12(a)(3).

(1) The HUCC manager will establish a rotation sequence that will begin with the lowest priced NCC and continue in descending order to the highest priced NCC. Once the rotation sequence has been established, orders for emergency incident assignments shall follow this sequence until each NCC has received an assignment, and then restart

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

again at the beginning. For NCCs with identical pricing, their ordering sequence will be determined by proximity of the NCC DDP to the HUCC with closer NCCs preceding more distant NCCs.

(2) If for any reason a NCC is unavailable when an order for an emergency incident assignment is needed, that NCC will lose its turn in the rotation and must wait for their next turn in the established rotation sequence.

(d) **DISPATCHING PROCEDURES**

(1) Upon receiving a dispatch call, the Contractor has one (1) hour to confirm availability. Contractor will have a maximum two (2) hours after confirming availability to begin travel to the Government's designated delivery location on the Resource Order.

(2) Once the Contractor agrees to a delivery schedule at the time the order is placed, the Contractor is required to perform in accordance with the agreed upon schedule. In addition, the Contractor is required to comply with the incident Operation Driving Guidelines as stated in the Interagency Incident Handbook Chapter 10, Section 12.7.

**Note:** Vehicles involved in interstate commerce under a gross vehicle weight rating or gross combination rating of 10,000 pounds are not required to follow the Department of Transportation hours of service regulations.

(3) Prior to departing for the incident, the Contractor will provide the HUCC a complete Passenger and Cargo Manifest (SF-245) listing Contractor's name, contract number, Federal Tax Identification Number, each crew member's complete name, and departure time from point of dispatch.

(4) While engaged in emergency fire driving, the Contractor shall follow the current driving regulations and work/rest guidelines prescribed in the Interagency Standards for Fire and Fire Aviation Operations (NFES 2724) and must comply with all other Federal, State and local driving laws and regulations.

(e) **INFORMATION REQUIRED TO BE PROVIDED BY THE GOVERNMENT TO THE CONTRACTOR WHEN PLACING ORDERS**

The HUCC will provide the Contractor with a copy of the Resource Order to include,

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

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

(f) CANCELLATION OF ORDERS

Resource Orders may be cancelled at any time. If the order is cancelled, the Contractor will be paid as provided in Section G.2(k).

(g) RESOURCE ORDERING AND STATUSING SYSTEM

The Contractor is required to status their NCC's availability in the Resource Ordering and Status System Program (ROSS) in coordination with their designated HUCC.

(h) LENGTH OF ASSIGNMENT & CREW CHANGE OUT CLAUSE

Length of assignment and work/rest policies exist for all incidents and require Contractor's management of crew personnel to adhere to those policies. Contractor compliance will be monitored by the Government. Refer to the Interagency Incident Business Management Handbook (PMS 902) or Interagency Standards for Fire and Fire Aviation Operations (Redbook) Chapter 7. All Contractor personnel shall adhere to current work/rest day-off policies. Please reference the current National Interagency Mobilization Guide.

(i) DEMOBILIZATION OF NCCs

The HUCC, in coordination with the Incident Commander, will determine demobilization priority for any crews assigned to an incident. The provisions of C.12(a) do not apply to demobilization.

(j) RELEASE AND REASSIGNMENT

(1) RELEASE: At the time of release, the NCC must notify the HUCC of their status, and estimated time of arrival back to their DDP. When a NCC has been released from an incident, and there are no reassignments anticipated within that Geographic Area, the NCC, at its discretion, may remain in the nearest town for up to 24 hours in non-pay status. After that 24 hour period, the NCC must begin return travel back to their DDP or be deemed unavailable for assignment until their return to the DDP. When the Government anticipates that another assignment in the area is imminent, or when another operational need provides a mutually beneficial rationale for the NCC to remain in the area, the Government may allow the NCC to remain in non-pay status longer than 24 hours provided the Contractor agrees to stay.

(2) REASSIGNMENT: NCCs may be reassigned to another incident using the procedures prescribed in the National Mobilization Guide (NFES 2092). The NCC is prohibited from accepting any new Resource Orders directly from an incident, nor to actively seek reassignments outside the controlling GACC from anyone other than their assigned HUCC.

(k) PROJECT WORK DURING THE MAP

Project Work performed under this contract is ordered through a Task Order. If the Contractor receives a Task Order to perform Project Work during the MAP, the HUCC may release the NCC from the MAP, upon receipt of a copy of the Task Order or other documentation that verifies the Contractor has been assigned Project Work. The Contractor must notify the Contracting Officer in writing when they have received a Project Work assignment. Formal release of the NCC from MAP responsibilities is required as described in F.3 Mandatory Availability Period. (See Section C.13)

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**C.13 ORDERING PROCEDURE FOR PROJECT WORK**

The following procedures meet regulatory minimum standards given in the Federal Acquisition Regulations. Procurement officials who need clarification on any point are invited to contact the Contracting Officer.

(a) GENERAL

NCCs under this contract may be ordered for Project work at any time within or outside the Mandatory Availability Period. NCC Contractors are not required to accept Project Work. All Agencies listed in C.2(b) are authorized to use this contract to order services for Project Work. Project Work may include hazardous fuel reduction, prescribed fire application, brush removal, and wildland fire rehabilitation.

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

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

(b) ORDERING

- The federal agencies listed in Section C.2(b) are authorized to place orders for Project Work under this contract.
- The federal agencies listed in Section C.2(b) are not required nor obligated to place orders for Project Work under this contract.
- There is no minimum quantity for individual orders for Project Work.
- Advertising is not required provided competition is limited to Contractor NCCs listed in the awarded Schedule of Services.
- Any warranted Contracting Officer who contemplates placing an order for Project Work in proximity to a given HUCC must provide each proximate NCC fair opportunity to be considered for each order exceeding \$3,500.00. For HUCCs that have only one NCC, competition must be solicited from an adjoining or nearby HUCC so that at least three NCCs are given an opportunity to compete for the order.
- Firm Fixed-Price; unit pricing may be by the hour, job, acre, pile, or other appropriate unit of measure.

(c) TERMS AND CONDITIONS/STATEMENT OF WORK

All terms and conditions in this specification that apply to performance, remedies, equipment, and individual qualifications apply. The ordering agency Contracting Officer may introduce unique terms in any Task Order that do not change or modify this contract, but which are necessary for the accomplishment of tasks. A separate statement of work should document the requirement. It may or may not be necessary to organize a crew into subunits. The crew may

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

be ordered as subunits of not less than five persons provided qualified leadership is present. If necessary, NCCs or subunits of NCCs that have accepted Project Work Task Orders may be utilized as IA resources. Subunits of NCCs utilized as IA resources will not exceed two operational periods per incident and will only operate within a response area identified in the Project Work Task Order.

Project Orders shall be placed using the following procedures:

- (1) The Contracting Officer shall be notified by the ordering official of the need to place a Project Work Order in accordance with Agency Procedures. The required Statement of Work must be attached.
- (2) The ordering official shall forward the Project Work Order to no less than three NCC Contractors within the closest Host Unit to give a fair opportunity to other NCCs on this contract. If the initial 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 ordering official will broaden the search to the next closest Host Unit until a minimum of two interested parties respond.
- (3) If the Project Work Order solicits hourly rates, the rates paid by the Contractor must meet Service Contract Act minimums, and either a ceiling price or a firm fixed price must be established.
- (4) The ordering official shall determine which NCC receives the Project Work Order based on a number of possible, determined variables, such as: price, availability, past performance, minimum order requirements, the impact of Project Orders upon suppression orders placed with a Contractor, or other appropriately determined evaluation criteria as described in the Statement of Work.
- (5) Once the Contractor for the Project Work Order is identified, the ordering official will place the order with the Contractor and notify the Host Unit Coordination Center as to which Contractor is to be dispatched.
- (6) Payment and invoicing for Project Work shall be in accordance Section G.5.
- (7) Performance Evaluations for Project Work assignments must be completed. The Contractor is responsible to provide a copy of the Performance Evaluation to the Contracting Officer.

(d) When on order for Project work, the Contractor is committed to the project until project completion, and may only accept fire suppression, All-Hazard, or Severity/Preparedness orders if agreed to in writing by both parties prior to the start of the Project Work. The CO may allow the Contractor to replace resources committed to Project Work with like or better resources if offered by that Contractor and approved by the CO with concurrence by the Project Manager in advance of the resources being replaced. The Government is not obligated to suspend work to allow the Contractor to work fire suppression All-Hazard incidents or Severity/Preparedness assignments. If the NCC or subunit of the NCC is reassigned to fire suppression activities, the Contractor shall be paid at the full contracted rate for fire suppression.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**C.14 PROPERTY**

(a) ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

(1) At the Government's discretion the following incidental Consumable Goods may be provided at no cost to the Contractor when under hire:

- one-quart plastic canteens
- plastic sheeting
- replacement batteries for radios and/or headlamps

(2) The Government will reimburse the Contractor for Contractor-owned equipment that the Government retains for its use after Contractor's departure from the incident. Requests for retention by the Government of Contractor-owned equipment must be documented and approved by the appropriate operational supervisor.

**C.15 INFORMATION TO BE PROVIDED TO THE INCIDENT BY CONTRACTOR**

(a) PASSENGER AND CARGO MANIFEST

At the time of arrival at the incident, the Contractor shall provide a complete Passenger and Cargo Manifest (SF-245) to the Finance Section and to the Planning Section or Status Check-In, listing the Contractor's name, contract number, each crew member's complete name, and departure time from point of dispatch. The Contractor must provide a new manifest when any change in personnel occurs. The new manifest must be submitted by the next operational period. (See Exhibit B)

(b) CONTRACT INFORMATION

The Contractor shall carry a minimum of two copies of this contract at all times. The Contractor shall furnish a copy of the contract award information, including the awarded Schedule of Items to the Finance Section or user unit upon request.

**C.16 LAUNDRY SERVICE**

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

**C.17 CAMPSITE**

A designated campsite may be provided by the Government upon arrival of the NCC at the incident. The Contractor shall provide sleeping equipment to suit the conditions such as tents, shelters, ground cloths, and sleeping bags. If available, food, drink, and shower facilities are provided at the incident at no charge (See Sections G.2(h)(i) and H.11)

**C.18 COMMISSARY**

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

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK/STATEMENT**

**C.19 TIMEKEEPING**

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

**C.20 COORDINATION**

The Crew Boss is the designated representative for the NCC on an incident regarding all matters pertaining to this contract.

**C.21 FIRST AID, EMERGENCY EVACUATION, AND ACCIDENTS**

(a) The Government may provide first aid, but any costs associated with further medical treatment will be the responsibility of the Contractor. If Contractor personnel are injured on the fireline, the Government may evacuate the injured person(s). If Contractor personnel are in camp with an illness or injury and require transport to a medical facility/hospital, the associated cost of ground transport will be at the Contractor's expense. If the Government determines that the injury is life threatening and requires Life Flight, associated costs will be paid by the Government.

(b) Contractor shall provide the Crew Boss with an adequate supply of appropriate insurance forms, insurance ID cards, and other documents necessary to facilitate medical treatment of Contractor personnel. Such documents must accompany the injured person(s) when a medical need arises.

**C.22 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL**

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

**SECTION D  
PACKAGING AND MARKING**

**D.1 VEHICLE IDENTIFICATION**

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

**D.2 PROHIBITED MARKING**

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



**SECTION E  
INSPECTION AND ACCEPTANCE**

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

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

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

None Incorporated by Reference

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

None Incorporated by Reference

**CLAUSES FULL TEXT**

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

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Com

plete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

## **SECTION E INSPECTION AND ACCEPTANCE**

### **E.3 PRE-USE INSPECTION**

Each year prior to use of the NCC, the Government may conduct pre-use inspections of Contractors equipment and personnel for compliance with contract specifications and conditions.

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

The government reserves the right to perform inspections to ensure compliance with contract requirements at any time during the contract period. Exhibit C provides a copy of the Handcrew Inspection Form and form OF-296 Vehicle/Heavy Equipment Safety Inspection Checklist which may be used as needed when inspection is performed. If the NCC does not pass inspection at the incident or designated inspection station, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the NCC into compliance. The agreed upon timeframe identified by the Government shall be stated on an FS-6300-12, Work Order and Notice of Noncompliance, and a copy of the form shall be forwarded to the Contracting Officer immediately.

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

If the NCC becomes noncompliant after acceptance at the incident; the Contractor may be given 24 hours (or a timeframe designated by a Government Representative) to bring the NCC into compliance. The timeframe identified shall be stated on a Work Order and Notice of Noncompliance form (FS-6300-12). A copy of the form shall be forwarded to the Contracting Officer immediately.

#### **(a) CREW STRENGTH**

(1) The Government prefers that all NCCs comprise of a total of 20 persons at all times. However, the Government may elect to accept a NCC that arrives at the incident comprised of not less than 18 and no more than 20 crewmembers. If the Contractor agrees to add additional crewmembers to bring the NCC up to the contract standard of 20 persons (or the crew size agreed upon in writing at time of dispatch); crew size must be met within 24 hours, (or a timeframe designated by a Government Representative). Travel time to the incident will not be paid for additional crewmembers necessary to complete a 20 person crew.

(2) If the Contractor is unable to bring crew strength to 20 persons (or the crew size agreed upon in writing at time of dispatch) within the timeframe designated by a Government Representative, the Government may, at its discretion, accept the NCC, notwithstanding the fact that it is under strength. Crew size shall consist of no less than 18 and no more than 20 crewmembers at all times. If the NCC is accepted under this subsection, Point of Hire becomes the incident for the entire NCC. No travel time to the incident or return to the DDP shall be paid.

(3) If an under strength NCC is reassigned by the Government to another incident, the Government will pay travel time from incident to incident and return to Point of Hire or DDP, whichever is closer.

## **SECTION E INSPECTION AND ACCEPTANCE**

### **(b) CREW VEHICLES**

(1) The Government reserves the right to conduct safety inspections of Contractor vehicles at any time while under hire. If Contractor's vehicles have recently passed safety inspection by another Cooperator Agency such as the Oregon Department of Forestry (ODF), the Contractor may provide the inspection documentation and the Government may choose to accept the results of the recently passed inspection.

(2) Initial inspection upon arrival at an incident could result in a determination that a Contractor's vehicle is unsafe for operation. If this occurs, the vehicle will be removed from service and will be considered noncompliant. The NCC may be demobilized from the incident and/or suspended if contract requirements are not met. At the discretion of the Government Representative at the incident, the Contractor may be allowed to bring the vehicle into compliance or replace it within 24 hours, or within the timeframe identified by the Government Inspector. The timeframe identified shall be documented on a Work Order and Notice of Noncompliance form (FS-6300-12). A copy of this documentation shall immediately be forwarded to the Contracting Officer and designated Contracting Officer's Representative (COR).

(3) If the noncompliant vehicle is not brought into compliance or replaced within the timeframe identified, the Government may elect to retain the NCC for continued service and provide the crew with transportation; in which case, the point of hire will become the incident and any additional ground transportation costs will be deducted from the Contractor's invoices.

### **E.6 PERFORMANCE EVALUATIONS**

(a) The Contractor's crew performance will be documented on the National Type 2-IA Crew Performance Evaluation Form (Section J, Exhibit E). The form will be completed at the incident or project by the Government Representative supervising the work prior to the NCC being demobilized. If the Government Representative is released from the incident prior to the NCC, the Government Representative shall be responsible to complete the evaluation form upon return to their home unit and mailing a copy to the Contractor.

(b) A copy of the performance evaluation shall be given to the Contractor at the incident and the Contractor shall forward any and all performance evaluations to the Contracting Officer. The CO will provide the Contractor 30 calendar days to respond to any negative performance information received. A copy of the evaluation must be included in the invoice packet submitted to the Finance Section. Do not send copies of the evaluation forms to the Albuquerque Service Center.

(c) The Government will use all of the Contractor's individual incident performance evaluations, in addition to other performance information that becomes available, to generate one summary past performance report for each annual contract period.

(d) Completed past performance evaluation forms shall be kept with the NCC at all times.

**Note:** During the Option Periods, evaluation forms from the current and previous year shall be kept with the NCC at all times.

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E.7 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

(a) The US Forest Service has adopted the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at <http://www.cpars.gov>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.gov>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

**SECTION F  
DELIVERIES OR PERFORMANCE**

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 Stop Work Order (AUG 1989)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

None Incorporated by Reference

CLAUSES FULL TEXT

**F.2 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75)(FEB 1988)**

The effective period of this contract is from date of award through December 31, 2016.

**F.3 MANDATORY AVAILABILITY PERIOD**

The NCC is required to be available to accept orders for emergency incident assignments during the Mandatory Availability Period (MAP) identified in the Schedule of Items. The Government may request that the NCC be available up to 30 days before the beginning of the MAP and may extend the MAP for up to 30 days after the ending dates identified in the Schedule of Items. Any extension of the MAP is subject to acceptance by the Contractor and must be implemented through a contract modification. Outside the MAP, the Contractor is not obligated to be available and is not required to accept orders for any assignments.

The Contractor may request unavailable status in writing at any time while the NCC is not on an incident assignment. The request must be submitted in writing to the Contracting Officer for approval. If approved, the Contracting Officer will issue a letter that acknowledges the unavailable status of the NCC and the effective dates for the period of unavailability. When unavailable, the NCC will not be eligible for dispatch under this contract. Failure of the NCC to become available following the effective dates of the unavailability period will be considered as failure to perform in accordance with FAR 52.249-8 Default.

At any time a NCC becomes unavailable, the Host Unit Coordination Center may place orders with other NCCs or non-NCCs to perform work to meet the Government's needs. Any additional NCCs or non-NCCs dispatched to an incident assignment will be allowed to complete the assignment and will not be replaced if the previously unavailable NCC subsequently becomes available. Excessive unapproved unavailability during the Mandatory Availability Period (MAP) for any contract period may be considered as a failure to perform in accordance with FAR 52.249-8 Default.

**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) is required. It will be scheduled after contract award in Boise, ID.

**G.2 PAYMENT FOR FIRE SUPPRESSION, ALL-HAZARD, SEVERITY/PREPAREDNESS**

**(a) BASIS OF PAYMENT**

The rate specified in the Schedule of Items is the rate per hour per crewperson. For calculation of pay, time shall be recorded in 1/4-hour increments. The full contracted rate shall continue to apply as long as the NCC is in contract compliance, and until the NCC has been released from the incident and has returned to the point of hire.

On Shift time includes:

- time NCC is working on Fire Suppression, All-Hazard, or Severity/Preparedness
- time NCC is under the direction/control of the Government including ordered standby

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

In certain situations, meal breaks may be compensable. These situations are the exception, not the rule. Personnel on the fireline may be compensated for their meal break if ALL of the following conditions are met:

- the fire is not controlled
- the meal break is approved by the Government Representative supervising the NCC
- payment for the meal break is documented on the Crew Time Report

Compensable meal breaks include time spent eating while traveling to the incident. Meal breaks are not compensable while on Severity/Preparedness assignments.

**(b) CREW DOWNGRADE CLAUSE**

With the exception of crew size, at any time when the NCC is not in strict compliance with the requirements of Table C.2, Minimum Crew Requirements, the Government will determine if the NCC meets the standards of Table C.3, Minimum Crew Requirements–Type 2 and may downgrade the NCC from Type 2-IA to a Type 2 crew and may at its discretion:

- continue to employ the NCC if on assignment,
- release the downgraded NCC if on assignment, or
- order the NCC as a Type 2 crew if a new assignment.

If the Government agrees to accept the NCC as a Type 2 crew, the NCC will not be deemed noncompliant.

**SECTION G  
CONTRACT ADMINISTRATION DATA**

When the crew is downgraded from Type 2-IA to Type 2, the Government will deduct 10% from the hourly rate and will pay at the lower rate until the requirements in Table C.2 are met. The deduction shall be clearly documented on the Crew Time Report, by the Government Representative responsible for supervising the crew.

**(c) DAILY GUARANTEE**

For each calendar day the NCC is under-hire, the Government shall pay no less than the following: (8 hours) x (number of crew members) x (full contracted rate specified in the awarded Schedule of Items), or the actual time worked, whichever is greater.

For the first and last day of the assignment, the Daily Guarantee does not apply and payment shall be made for actual hours worked and/or traveled. The last day of an assignment is considered to be that day when the NCC completes authorized travel back to the DDP. If the NCC is reassigned to another incident while in travel status back to the DDP, then the Daily Guarantee applies.

**(d) NONCOMPLIANCE**

If at any time after acceptance at the incident, the Contractor subsequently becomes noncompliant, and therefore cannot perform work under this contract, the Daily Guarantee shall not apply and the Contractor will be paid only for the actual hours worked prior to becoming noncompliant.

**(e) BRIEFINGS**

Only the Crew Boss is required to attend operational period briefings, and therefore is entitled to payment for this time. A maximum of four persons per crew may attend the briefings with compensation if such is requested by the Government in advance and approved in writing on the Crew Time Report. The following positions apply: Crew Boss or Trainee, and Squad Boss or Trainee and ICT5. Trainees must have an initiated Task Book and be listed on the Crew Manifest as such and must be acknowledged and documented upon check-in at the incident.

During rare occasions, briefings may be ordered by the Government for the entire crew. When entire crew briefings are ordered by the Government, the order must be in advance and approved in writing on the Crew Time Report.

**(f) OFF-SHIFT DUTIES**

No additional payment will be made for costs associated with crew support such as tool sharpening, equipment maintenance, invoice reconciliation, laundry service, check out, or any other off-shift activities related to crew readiness beyond the guarantees set forth herein.

**(g) WITHDRAWAL OF CREW BY THE CONTRACTOR**

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



**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

(h) OVERNIGHT ALLOWANCE, AND MEAL ALLOWANCE

Overnight Allowance and/or Meal Allowance may be authorized under the following conditions:

(1) Overnight Allowance

When the Government cannot provide a campsite, and if authorized by the user unit and properly receipted and invoiced, actual lodging expenses (double occupancy) incurred by the NCC are reimbursable. While in travel status to or from incidents actual lodging expenses are reimbursable. For any lodging expenses invoiced at single occupancy, the reimbursement payment shall be reduced by 50% for each room singly occupied. If the NCC has an odd number of male or female crew members an additional room may be authorized. The maximum allowable lodging rates per room, excluding taxes shall not exceed the current standard Continental United States (CONUS) lodging rates referenced in the Federal Travel Regulations (FTR). Double occupancy rates may be higher, but must not exceed double the standard CONUS lodging rate. Any associated lodging taxes are reimbursable as documented on the lodging invoice.

Notwithstanding the user unit authorization above, the Overnight Allowance is authorized while in travel status when the Contractor cannot reach an assigned destination due to the Incident Operation Driving Guidelines driving limitations.

(2) Meal Allowance

When no food and drink are provided by the Government, after the first date of dispatch, an allowance equal to the current standard CONUS per diem meal rate per person per day will be paid. Meal allowance is paid while in travel status, after the first date of dispatch. If certain meal periods (ie. Breakfast, lunch or dinner) are provided by the Government (on any given day), that shall be documented on the Crew Time Report and deducted from the current Meals & Incidental Expenses (M&IE) allowance for that given day. If the crew is being fed all three meals in camp, no meal or incidentals allowance is authorized. If the crew earns any part of a meal allowance on a given day, they are also entitled to the incidentals portion of the M&IE allowance for that given day. When the crew is released from one incident and reassigned to another incident prior to returning to its DDP, the Government will provide for a meal allowance beginning with the first date of dispatch of the new incident if no food and drink are provided by the Government.

ENTITLEMENT TO PER DIEM FOR OFFICIAL TRAVEL - Travel regulations affecting entitlement to per diem are summarized below (FSH 6509.33 - Federal Travel Regulation, Chapter 301 - Temporary Duty (TDY) Travel Allowances, 301-51 - Paying Travel Expenses, 2.):

a. When the official travel occurs within 1-calendar day, local travel is considered to be travel which occurs within a 25-mile radius of the employee's duty station or residence AND is 12 hours or less. Per diem is not authorized for local travel. If the travel is greater than 25 miles from either the employee's duty station or residence, or is greater than 12 hours, TDY authorizations must be issued. Per diem is not authorized if the period in travel status is less than 12 hours.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

- If the period in travel status is less than 12 hours, reimbursement is limited to miscellaneous expenses only.
- If the period in travel status exceeds 12 hours, employees are reimbursed the meal and incidental expense (M & IE) portion of the applicable per diem rate.

b. When the official travel is for consecutive days, local travel is considered to be travel which occurs within a 35-mile radius of the employee's duty station (not their residence) AND is 12 hours or less. If travel is greater than 35 miles from the employee's duty station, TDY authorizations must be issued. The same 12-hour rule applies.

- If the travel period exceeds 12 hours on a given travel day, employees are authorized the applicable per diem rate in addition to reimbursement for transportation and miscellaneous expenses incurred.
- If the travel period exceeds 12 hours but the employee does not obtain overnight accommodations, reimbursement is limited to the M & IE portion of the applicable per diem rate, transportation, and miscellaneous expenses incurred.

Per diem is authorized as long as the travel is greater than 12 hours.

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

(i) FOOD & DRINK

If available, food and drink is provided at the incident at no charge. Firefighters are encouraged to take sufficient drink with them to the fireline. (See Section C.7(a)) During demobilization and/or reassignment, the Government may provide sack lunches to NCC personnel without charge to the Contractor.

(j) ORDERED REST

When directed by the Government in its effort to address agency work/rest guidelines, rest is paid at 8 hours per person per day at the full hourly fire suppression rate.

(k) ORDER CANCELLATION

(1) Order Cancellation Prior To Departure

If the Government cancels an order after confirmation of the order with the Host Unit Coordination Center, but prior to the crew's departure, a cancellation fee of \$500.00 shall be paid. A resource order is Confirmed when agreement is made between the Contractor and the Government that:

- (i) the NCC ordered is available;
- (ii) there has been agreement as to the start work time at the incident per the Resource Order or at the project site per the Task Order;

**SECTION G  
CONTRACT ADMINISTRATION DATA**

and

(iii) a Request Number and Resource Order Number have been provided to the Contractor.

(2) Order Cancellation in Route After Departure

If the order is cancelled after the Resource Order has been confirmed, and the NCC is in route, the resource is considered mobilized. The NCC shall be paid for actual hours worked or traveled. When an order cancellation occurs, the Contractor must submit an invoice with a copy of the resource order to the Contracting Officer for approval. The Overnight Allowance may apply.

(l) PAYMENT OFFICE

The office designated in Block 25 of the contract award document (Standard Form 33) is the payment office unless and until changed by contract modification. The payment office address must be clearly printed on any envelopes sent to the payment office along with the Contractor's return address including Contractor name, contract number, and NCC number. For Project Work payments, refer to Section G.5(b).

(m) METHOD OF PAYMENT – ELECTRONIC FUNDS TRANSFER

Payments by the Government under this contract will be made by Electronic Funds Transfer (EFT). See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management and FAR 52.204-7 System for Award Management.

(n) INVOICING PROCESS – FIRE SUPPRESSION AND ALL-HAZARD INCIDENTS

(1) After each operational period worked the Government will record the Contractor's time on a Crew Time Report (SF-261). The Government Representative must sign the Crew Time Report verifying the hours worked daily and any other charges such as Optional Items ordered; authorized meal breaks; ordered standby, RON allowance, etc. Where available, Contractors may use Government photocopy equipment.

(2) The Finance Section will post the crew's time and any other authorized charges to an Emergency Equipment Use Invoice (OF-286). The Contractor Representative and the Government Representative will both print their names and phone numbers on the invoice; then sign the invoice verifying that the information contained on the form is correct.

(3) When the NCC is released to return to their DDP, the Finance Section closes out the Emergency Equipment Use Invoice including estimated time for return travel and approval of any Overnight Allowance or Meal Allowance, if appropriate. Supporting receipts, if available, for Government approved reimbursable expenses such as RON allowance, commercial transport of crew vehicles, and commercial air travel must be included along with invoices. Any receipts that are not available prior to demobilization from the incident must be submitted by the Contractor to the designated payment center as soon as possible; failure to do so will delay payment.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

(4) The Contractor must request payment under this subsection using the Emergency Equipment Use Invoice. Crew Time Reports signed by the Government Representative are required as supporting documentation.

(5) Optional Items ordered by the Government from the Contractor must be included on the Emergency Equipment Use Invoice and will be paid according to the Daily Rate for Optional Items identified in the awarded Schedule of Items. If Optional Items are ordered, the Government representative must document the order on the Crew Time Report.

**G.3 REIMBURSEMENT FOR AIR TRANSPORTATION**

(a) When NCCs are transported by commercial air, the Government shall reimburse the Contractor for air transportation costs. These costs may include any related transportation costs incurred by the Contractor from the dispatch-designated air terminal to the fire location and return to that dispatch-designated air terminal, unless the Government changes the return destination. Airfare costs in excess of the lowest customary standard coach, or equivalent airfare, offered during normal business hours are unallowable. Exceptions that may apply are when such airfares will result in circuitous routing, travel during unreasonable hours, excessively prolonged travel, the incurring of other costs that would offset the transportation savings, or conditions that would otherwise not reasonably meet the needs of the traveler or mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified in writing with copies of that documentation included with Contractor invoices. All time from the point of hire to the incident in transport is time under hire. Lodging and meal allowance is authorized if justified per the guidelines in Section G.2(h). Other ground transportation such as car rental may be authorized.

(b) 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.

(c) 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 Emergency Equipment Use Invoice submitted for crew costs, or

(2) If the Crew Boss does not have the airline ticket, receipt, or invoice at the incident, the Contractor may later submit the bill for reimbursement for common carrier costs to the payment center as indicated in Block 25 of the SF-33 contract award document. All required documentation as listed below must be submitted.

(3) Supporting documentation, in addition to that required in Subparagraph (1) above, must include: any itineraries received from the airline or travel agency; the Standard Form SF-245, Passenger and Cargo Manifest; and the Crew Time Report for the travel time (to include necessary ground travel to and from the point of hire to the incident). The Crew Time Report must be signed by the Government representative at the travel destination in order to serve as a receipt for the air transportation services received on behalf of the Government.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

(4) When Commercial carrier is used, invoices for commercial transport of crew vehicles that are duly requested and properly ordered via Equipment Resource Order by the Government are to be submitted by the Contractor upon completion of the one-way transport to the incident or crew assignment location as indicated on the Resource Order. The Crew Boss or contractor representative has the responsibility of procuring the invoice from the commercial carrier upon delivery of the crew vehicles. The original invoice or a legible copy should be submitted to the Finance Section so it can be added to the Emergency Equipment Use Invoice. The contractor is responsible for payment to the commercial carrier and will be reimbursed by the Government via the Emergency Equipment Use Invoice. If the Crew Boss is unable to procure the invoice upon delivery, see Subparagraph (2) above.

**G.4 PAYMENT FOR TRANSPORTATION OF CREW VEHICLES**

When ordered by the Government through a Resource Order, the Contractor will be reimbursed for the one-way commercial transport Contractor crew vehicles and equipment to an incident where the NCC was transported by the Government via air transport.

The following terms and conditions apply:

- One-way transport from Contractor's place of business or DDP to the incident or other designated location on the Resource Order.
- When Contractor drivers are not used. Commercial common carrier only. Door-to-Door delivery FOB Destination when Commercial carrier is used.
- Enclosed or unenclosed carrier transport of vehicle w/equipment when Contractor drivers are not used.
- Ordered by the Government via a properly placed Resource Order.

Contractor submissions for reimbursement shall include the Resource Order with Emergency Equipment Use Invoice as well as a receipt or invoice from the commercial carrier if used.

The Contractor will be reimbursed for providing employee drivers applicable to reimbursement for crew travel, to include payment for travel expenses incurred by Contractor provided drivers to return home after delivery of crew vehicles to the incident, i.e. lodging, travel time, or commercial air travel, etc. Any reimbursable expenses for lodging, travel time, or commercial air travel must have supporting receipts.

The Contractor will be reimbursed for providing employee drivers for the delivery of crew vehicles to the next incident assignment or back to the original pick-up point according to the same procedures identified above.

The Interstate Commerce Act regulates the rates and fees charged by a common carrier. Generally, a public transportation service is required to publish its fee schedules to be charged for the transportation service to the general public. The transportation service is required to charge the published fare. For this contract, the contractor is required to use carriers that offer acceptable service at reduced rates if available. The name and location of the transportation officer designated to furnish support and guidance to the Contractor who intends to use

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

Government rate tenders will be supplied at the time of placement of the Equipment Resource Order. (See Section C.10)

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

**G.5 PAYMENT FOR PROJECT WORK**

Length of shifts under Project Work will normally consist of 8 to 10-hour days including travel. In addition to hourly rates, rates of pay for Project Work may be measured in units such as price per acre, per pile, per day, or other appropriate unit of measure. (See Section C.13)

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

(a) RATES OF PAYMENT

(1) Rate of Payment: The rate of payment will be at the rates as offered and awarded in the Contractor's response to a competed Task Order. The rates paid to crewmembers by the Contractor must meet Service Contract Act requirements.

(2) On Shift: Includes,

(i) time the Contractor is actually working and,

(ii) time under the direction and control of the Government, including inspection.

If offering hourly rates, the Contractor is paid for all on shift time from the beginning of shift until the end of shift, with the exception of meal breaks.

(3) Overnight Allowance and Meal Allowance: Overnight allowance and meal allowance will be paid as specified in each Task Order issued.

(4) Order Cancellation In Route: If the order is cancelled after a task order has been confirmed and the resource is in route, the hourly rate as specified for fire suppression shall be paid for actual hours traveled per person. There is no cancellation fee if the Task Order is cancelled prior to the Crew's mobilization unless specifically agreed to in advance and documented on the awarded Task Order.

(b) PAYING FOR PROJECT WORK

The benefiting Agency that is ordering and funding the project will process the payment through their appropriate Paying Unit in accordance with their Agency's procedures.

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**(c) METHOD OF PAYMENT - ELECTRONIC FUNDS TRANSFER**

Payments by the Government under this contract will be made by Electronic Funds Transfer (EFT). See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management and FAR 52.204-7 System for Award Management.

**(d) INVOICING PROCESS - PROJECTS**

**(1) Project Work Paid at an Hourly Rate**

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

- (i) The Single Resource Boss (Crew) will carry 2 copies of the contract with the task order to the project work site.
- (ii) After each operational period worked the Government shall record the Contractor's time on a Crew Time Report (SF-261). The Government and the Contractor Representatives shall sign the SF-261 verifying the hours worked daily. The appropriate job code, including override, shall be annotated in block 5 of Form SF-261. If applicable the Government shall annotate in block 11 of the SF-261 if the Overnight and Meal Allowances are to be paid.
- (iii) The Contractor must submit his invoice along with the original Crew Time Reports to the Government representative overseeing the project. The Contractor must obtain a receipt signature of the invoice prior to submission of the invoice to the designated payment office.
- (iv) The Contractor Representative shall bundle and submit all invoices with accompanying Crew Time Reports to the designated payment office after Government review, audit, and approval.

**(2) Project Work Paid at Other Than an Hourly Rate**

For project work priced at other than an hourly rate, the Contractor shall submit invoices that accurately measure work completed, such as percentage of work completed, acres completed, or days worked.

**G.6 PAYMENT FOR ACCOUNTABLE/DURABLE GOODS**

All unreturned accountable and durable property will be deducted from payment to the Contractor. The deduction shall be clearly documented on the Emergency Equipment Use Invoice.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

None incorporated by reference.

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-72 Use of Premises (NOV 1996)  
452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)

CLAUSES FULL TEXT

**H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7)(NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

**H.3 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70)(FEB 1988)**

(a) Confidential information, as used in this clause, means --

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.



## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

### **H.4 KEY PERSONNEL (AGAR 452.237-74)(FEB 1988)**

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

- Crew Boss (one per crew)
- FFT1/Squad Bosses (three per crew)
- ICT5 (Three per crew)

(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.



**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

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

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

**H.7 LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS (FSAR 4G52.222-702)(DEC 1999)**

(a) GENERAL.

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

(b) DEFINITIONS.

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

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

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

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

- (1) The contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.
- (2) Wage and Payroll Standards
  - (i) The contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

information, at the time they are recruited or hired. The Department of Labor provides an optional Form WH-516 for contractor's use in disclosure.

(ii) The contractor must keep the following payroll records for each employee: name, address, social security number, basis for wages (that is, per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records shall be retained for 3 years.

(iii) Payments must be made no less frequently than every 2 weeks or semi-monthly. At the time of each payment, the contractor shall provide to the employee a written itemization of the information listed in paragraph (ii) and shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

### **(3) Motor Vehicle Safety**

(i) The contractor must be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the contractor must be registered as a farm labor contractor or a farm labor contractor employee.

(ii) Any vehicle under the ownership or control of the contractor shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations at 29 CFR 500.105. All drivers must have a current, valid State driver's license.

(iii) Each vehicle under the ownership or control of the contractor which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance of \$100,000 per seat (maximum \$5,000,000). A workers compensation policy which covers the workers while being transported plus an additional property damage policy for \$50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

### **(4) Housing**

(i) The contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency. The contractor must post the certificate of occupancy at the housing site.

(ii) The authorization to furnish housing, other than commercial lodging, must appear on the contractor's certificate.

(e) For further information on the requirements of the Act, contractors should contact their local Wage and Hour Division of the Department of Labor.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.8 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT  
REGISTRATION (FSAR 4G52.222-703)(DEC 1999)**

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

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

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA. Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

**H.9 COMPLIANCE WITH THE IMMIGRATION AND NATIONALITY ACT (FSAR 4G22.7001)**

Section 274A of the Immigration and Nationality Act (8 U.S.C 1324a) makes it unlawful for an employer to hire unauthorized aliens. Pursuant to section 274A, the U.S. Immigration and Citizenship Services (CIS) has established Form I-9, Employment and Eligibility Verification Form, as the document to be used for employment eligibility verification. It is the policy of USDA to promote contractor compliance with section 274A of the Immigration and Nationality Act and with implementing regulations and guidance promulgated by CIS.

**H.10 FOREST SERVICE HARASSMENT FREE WORKPLACE POLICY**

(a) This section describes the Forest Service policy regarding harassment in the workplace. All Contractors and Contractor employees are expected to adopt and adhere to this policy. 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. All Contractors and Contractor employees must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

(b) 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.

(c) The 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.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

(d) 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.

(e) 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 any other individual you trust who would take action.

### **H.11 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS**

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

(a) These provisions are in addition to those contained in, or provided for in AGAR 452.236-72 Use of Premises.

(b) Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.

(c) The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.

(d) The campsite shall have a clean appearance at all times.

(e) Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.

(f) Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.

(g) Damaging or removing any natural feature or other property of the Forest Service is prohibited.

(h) Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.

(i) Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.

(j) An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.

(k) Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.

(l) Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.

(m) Basic first aid supplies shall be maintained, available and under the charge of a crewmember trained to administer first aid. Contents of first aid supplies shall adhere to all applicable State requirements.

(n) Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

(o) Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

(p) The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

(q) The contractor shall comply with the following fire regulations during fire season:

(1) A shovel, axe or Pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of 1:A 10:BC is required during the fire season.

(2) All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

(3) All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order and located in a cleared area with the same requirements as in (2).

(4) All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

(r) Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

(s) The Forest Service reserves the right to terminate a camping permit at any time.

### **H.12 WORKMANSHIP**

(a) All work under this contract shall be performed in a safe manner to a professional standard. The purpose of performance under this contract is the suppression of wildland fire, as well as the accomplishment of other mission objectives as may be identified and assigned in other All-Hazard emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of Forest Service Harassment Free Workplace Policy (See Section H.10). It will be left to the discretion of the Incident Commander to demobilize an entire NCC or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Contractor and Contracting Officer subsequent to the action. Accordingly, the Contracting Officer, COR, or Project Inspector may require in writing that the Contractor remove immediately from the contract any noncompliant personnel.

(b) If a contractor's employee or crew is terminated, quits, or is otherwise released from the incident for any reason, the Contractor is required to return the employee(s) to the point of hire. The employee's departure time from the Incident Command Post (ICP) shall be within 12 hours, or time specified by a Government Representative, following such action. 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 invoice. If the Contractor's employee(s) do not depart from the incident within the specified time period, the IMT may transport said employee(s) or arrange for their transportation and deduct all such costs from the Contractor's invoice.

### **H.13 COMMERCIAL FILMING OR VIDEOTAPING**

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.



**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.14 FAIR OPPORTUNITY OMBUDSMAN**

Ombudsman Description. In accordance with FAR 16.505(a)(6), no protest under FAR subpart 33.1 is authorized in connection with Contracting Officer decisions regarding fair opportunity or the issuance of a Task Order (TO) under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Ombudsman will review the complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered consistent with the procedures in the contract. Complaints to the USDA Forest Service Ombudsman must be forwarded to:

Assistant Director for Operations, Acquisition Management, Washington Office  
Tiffany J. Taylor  
201 14<sup>th</sup> St SW  
Washington D.C. 20024  
Phone (703) 605-4573

**SECTION I  
CONTRACT CLAUSES**

**PART II -- CONTRACT CLAUSES**

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

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

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

52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-7	System for Award Management (JUL 2013)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
52.204-13	System for Award Management Maintenance (JUL 2013)
52.204-14	Service Contract Reporting Requirements (JAN 2014)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.210-1	Market Research (APR 2011)
52.215-2	Audit and Records -- Negotiation (OCT 2010)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-8	Utilization of Small Business Concerns (OCT 2014)
52.219-9	Small Business Subcontracting Plan (OCT 2015)
52.219-14	Limitations on Subcontracting (NOV 2011)
52.219-28	Post-Award Small Business Program Representation (JUL 2013)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

**SECTION I  
CONTRACT CLAUSES**

52.222-26	Equal Opportunity (APR 2015)
52.222-35	Equal Opportunity for Veterans (OCT 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-37	Employment Reports on Veterans (OCT 2015)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41	Service Contract Labor Standards (MAY 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)(MAY 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)
52.223-5	Pollution Prevention and Right to Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-1	Payments (APR 1984)
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 (MAY 2014)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-25	Prompt Payment (JUL 2013)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1	Disputes (MAY 2014)
52.233-3	Protest After Award (AUG 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes -- Fixed-Price (AUG 1987) -- Alternate I (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2015)
52.245-1	Government Property (APR 2012)
52.245-2	Government Property Installation Operation Services (APR 2012)
52.245-9	Use and Charges (APR 2012)
52.246-25	Limitation of Liability -- Services (FEB 1997)
52.247-12	Supervision, Labor, or Materials (APR 1984)
52.247-21	Contractor Liability for Personal Injury or Property Damage (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price)(APR 2012)
52.249-8	Default (Fixed-Price Supply and Service)(APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

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

452.211-72	Statement of Work/Specifications (FEB 1988)
452.211-73	Attachments to Statements of Work/Specifications (FEB 1988)
452.237-75	Restrictions Against Disclosure (FEB 1988)

**SECTION I  
CONTRACT CLAUSES**

**CLAUSES FULL TEXT**

**I.2 ORDERING (FAR 52.216-18)(OCT 1995)**

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.3 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 \$80,000.

(2) Any order for a combination of items in excess of \$20,000,000 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 1 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.4 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,

**SECTION I  
CONTRACT CLAUSES**

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

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2015.

**I.5 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 5 years.

**I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)(MAY 2014)**

In compliance with the Service Contract Labor Standards statute 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	\$17.28	
Firefighter Type 1	\$14.40	
Firefighter Type 2	\$13.00	

**I.7 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73)(FEB 1988)**

During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of \$80,000.00, but not in excess of \$20,000,000.00.

**Note:** Minimum quantity is for each contract period, per contract line item. Maximum quantity to include the Base Period and all Option Periods per contract line item.

**SECTION I  
CONTRACT CLAUSES**

**I.8 GOVERNMENT LIABILITY**

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

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

**SECTION J  
LIST OF ATTACHMENTS**

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

**J.1 LIST OF EXHIBITS**

EXHIBIT A - DEFINITIONS

EXHIBIT B - HANDCREW AND EQUIPMENT MANIFEST FORMS

EXHIBIT C - HANDCREW INSPECTION FORM AND VEHICLE SAFETY INSPECTION  
CHECKLIST

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

EXHIBIT E - NATIONAL TYPE 2-IA CREW PERFORMANCE EVALUATION FORM

EXHIBIT F - WAGE DETERMINATIONS

EXHIBIT G - ENGLISH LANGUAGE PROFICIENCY EVALUATION

**SECTION J**  
**LIST OF ATTACHMENTS**

**EXHIBIT A DEFINITIONS**

ACRONYMS

CO	Contracting Officer
COR	Contracting Officer's Representative
CPS	Contractor Performance System
DDP	Designated Dispatch Point
FAR	Federal Acquisition Regulation
GACC	Geographical Area Coordination Center
HUCC	Host Unit Coordination Center
IA	Initial Attack
ICS	Incident Command System
MAP	Mandatory Availability Period
NCC	National Contract Crew
NWCG	National Wildfire Coordinating Group
PPE	Personal Protective Equipment
ROSS	Resource Ordering & Statusing System

AGENCY - A Government organization which, for the practical purposes of this contract, is one of the land use agencies listed under GOVERNMENT. (See Section C.2(a))

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

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

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

CONTRACTING OFFICER (CO) - Government personnel with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) - An individual designated by the Contracting Officer to serve as the on-site representative in matters dealing with contract administration. The duties and responsibilities of the COR are defined in the written letter of designation issued by the Contracting Officer.

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) – Contractor past performance database used by Federal Agencies to document and access Contractor past performance information. Managed by the Naval Sea Logistics Center Portsmouth.

DESIGNATED DISPATCH POINT (DDP) - Physical address where the NCC must be located during the MAP. Section B.3 lists the requirement for maximum distance that a DDP can be from any given Host Unit Coordination Center during the MAP.

GEOGRAPHIC AREA COORDINATION CENTER (GACC) - Each GACC is located within political boundaries designated by the wildland fire protection agencies, where these agencies work together in the coordination and effective utilization of resources within their boundaries. The GACCs act as



## SECTION J LIST OF ATTACHMENTS

focal points for internal and external resource requests not filled at the local level. There are eleven GACCs, each regionally located throughout the U.S.

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

HOST UNIT - The land within the boundaries of the Host Unit Coordination Centers identified in the Schedule of Items.

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

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

INCIDENT COMMAND SYSTEM (ICS) - Flexible, scalable response organization that provides a common framework organizational structure, management hierarchy, and procedures designed to improve response operations temporary emergency incident(s) of any size, type, and complexity.

MANDATORY AVAILABILITY PERIOD (MAP) - The MAP encompasses that period of time as designated in the Schedule of Items during which availability and specific NCC location is mandated by the terms of this contract.

MEAL ALLOWANCE - An allowance paid as per Section G.2(h) by the Government to partially compensate the Contractor for meals when food and drink is not supplied by the Government.

NATIONAL CONTRACT CREW (NCC) - Type 2-IA firefighter crew that meets the specifications and requirements of this contract as identified in the awarded Schedule of Items.

NATIONAL WILDFIRE COORDINATING GROUP (NWCG) – Group made up of representatives from the U.S. Forest Service, Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS), Federal Emergency Management Agency (FEMA), U.S. Fire Administration, State forestry agencies through the National Association of State Foresters, and the Intertribal Timber Council. NWCG coordinates programs of the participating wildfire management agencies. The group provides a formalized system of standards for training, equipment, qualifications, and other operational functions that guide the requirements for fire suppression and all-hazard incidents.

[http://www.nwcg.gov/nwcg\\_admin/members.htm](http://www.nwcg.gov/nwcg_admin/members.htm)

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

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

POINT OF HIRE - Contractor's place of business or where NCC is located at time of dispatch.

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

## SECTION J LIST OF ATTACHMENTS

**PROJECT WORK** - Optional work related to hazardous fuels management activities such as hazardous fuels reduction, prescribed fire application, brush removal, and land rehabilitation. Project Work shall not include construction, facilities maintenance and repair, or timber-related activities.

**PROPERTY** -

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

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

**SEVERITY/PREPAREDNESS** - The class of assignments that are related to pre-suppression or fire preparedness activities. Appropriate Severity/Preparedness activities are stand-by at the DDP, patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness. Work performed while on a Severity/Preparedness assignment is paid at the full fire suppression contracted rate.

**FIRE SUPPRESSION** - Suppression encompasses all the work of extinguishing or confining a fire, beginning with its discovery.

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

**USER UNIT** - The agency unit under whose authority work is ordered and performed, responsible for providing direct incident management to a given area pursuant to a cooperative agreement, contract, or other authority.

**SECTION J  
 LIST OF ATTACHMENTS**

**EXHIBIT B**

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

**DRIVER and VEHICLE INFORMATION**

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

**SECTION J**  
**LIST OF ATTACHMENTS**

<b>HANDCREW EQUIPMENT MANIFEST</b>								
Required Hand Tool Combination – All Crew Types Tools must be serviceable and maintained in good repair. Additional equipment must be shown on manifest. Use separate form if necessary.								
<b>REQUIRED HAND TOOL COMBINATION</b>				Required	Pre-Use	Release		
Combination: Hazel Hoe - Combi - Reinhardt - McLeod	3 lb. Head	36" Handle		8				
Pulaski	3 ¾ lb. Head	36" Handle		10				
Shovel	Size 0 or 1 Round Point	Long Handled		8				
First Aid Kit	10 person, Belt Type, Meeting OSHA Standards			2				
Drip Torch	With Fuel			4				
Power Saw	With Gas and Oil	Minimum 24" bar 3.44 Cubic Inch Motor		3				
Chain Saw Kit	Chaps, Extra Chain, Scrench, File, Falling Axe and Falling Wedges			3				
Back Pack Type Leaf Blower (Region 8)	Power - 2.0 kW/2.7 hp - Displacement - 40.2 cm/2.5 cu. inch or greater. Air Volume at Tube-340 CFM or greater. Air Volume at Housing – 589 CFM or greater. Minimum Air Velocity – 175 MPH or greater.			3				
Fire Rake (Region 8)				10				
<b>POWER SAWS – 3 Required Per Crew</b>								
MAKE	MODEL		SERIAL NUMBER					
<b>PROGRAMMABLE RADIOS Including Cloning Cable (4 Required Per Crew)</b>								
MAKE	MODEL		SERIAL NUMBER					
<b>ADDITIONAL EQUIPMENT</b>								
<b>PERSONAL PROTECTIVE EQUIPMENT</b>					Pre-Use		Release	
Per Crew Member					Yes	No	Yes	No
BOOTS: Leather, lace-up. Minimum 8" High with Lug Soles. (Steel toed boots are not acceptable)								
HELMET: Wildland Firefighter's Helmet- listed in a current or past edition of the GSA Wildland Fire Equipment Catalog Or hardhat meeting (NFPA) 1977 or equivalent hardhat meeting ANSI Z89.1-2003/2009 Type 1 Class G								
GLOVES: One pair, heavy-duty leather.								
EYE PROTECTION: One pair, meets standards ANSI Z87, latest edition.								
HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.								
HEADLAMP: With Batteries and Attachment for Helmet.								
FLAME RESISTANT CLOTHING – 2 sets per person (shirt and pants)								
CANTEEN: One-Quart size Canteen. Full of water, one is required, two are recommended.								
FIRE SHELTER: National Fire Protection Association (NFPA) approved.								

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

**SECTION J**  
**LIST OF ATTACHMENTS**

**EXHIBIT C**

<b>HANDCREW INSPECTION FORM</b>				
DATE:	PASS: <input type="checkbox"/>	FAIL: <input type="checkbox"/>	REMEDY: NOTICE OF NONCOMPLIANCE ISSUED AND COPY SENT TO CONTRACTING OFFICER <input type="checkbox"/>	
CONTRACTOR (Include # Identifier)	CONTRACT NO	RESOURCE ORDER NUMBER <b>C-</b>	CREW SIZE	
INCIDENT NAME	INCIDENT NUMBER	POINT OF HIRE		
HOST UNIT DISPATCH CENTER	CREW HOURLY RATE \$	WORK/REST INFORMATION DATE of Last Day Off for Entire Crew		
<b>PRE-USE INSPECTION</b>				
INSPECTOR:	HOME UNIT:	PHONE NO:		
CONTRACTOR REPRESENTATIVE: (Print)		PHONE NO:		
CONTRACTOR REPRESENTATIVE: (Signature)		TITLE:		
<b>CREW BOSS and INSPECTOR CHECK LIST</b>			<b>YES</b>	<b>NO</b>
RESOURCE ORDER				
CREW MANIFEST				
COPY OF CONTRACT				
CONTRACT AWARD INFORMATION INCLUDING SCHEDULE OF SERVICES				
LANGUAGE REQUIREMENT – CREW BOSS AND SQUAD BOSSES must be able to Speak, Read /Understand & Write English and be Fluent in the Language of Crew or Squad they are assigned to.				
PERSONNEL ID CARDS				
FEDERAL OR STATE PICTURE ID'S				
CURRENT STATE DRIVER LICENSES				
CURRENT MSPA CERTIFICATIONS				
AVAILABLE FOOD & WATER thru FIRST SHIFT				
EQUIPMENT MANIFEST				
INSURANCE MEDICAL FORMS				
EXTERIOR CREW IDENTIFICATION ON SUPPORT VEHICLE DOOR PANELS				
VEHICLE INSPECTION FORM OF-296 – One for Each Support Vehicle – Signed by Government Representative				
<b>NWCG MINIMUM CREW STANDARDS FOR MOBILIZATION</b>				
Crews are Not to be Considered Type 2 IA Unless Under Contract As Such				
MINIMUM STANDARDS	NATIONAL TYPE 2 IA CREW QUALIFICATIONS <input type="checkbox"/>	TYPE 2 CREW QUALIFICATIONS <input type="checkbox"/>		
Fire Line Capability	Initial attack; Crew can be broken into Squads; fireline construction; firing to include burnout	Initial attack/ fire line construction, firing to include burnout		
Crew Size	18 – 20 Persons	18 – 20 Persons		
Leadership Qualifications	CRWB & Squad Bosses – Bosses shall be ICT5 qualified	CRWB and 3 FFT1 Squad Bosses		
Experience	60% of the crew will have one season or more experience	40% of the crew will have one season or more experience		
Full Time Organized Crew	Mandatory Availability Period only, as required in Schedule of Services	Mandatory Availability Period Only/ On Call		
Communications	4 Programmable Radios	4 Programmable Radios		
Sawyers	3 Qualified at all times	None		
Training	Basic firefighter training and/ or annual firefighter safety refresher	Basic firefighter training and/ or annual firefighter safety refresher		
Fitness	Arduous	Arduous		
Logistics	Self Sufficient (See Section G.2(h))	Self Sufficient (See Section G.2(h))		
Maximum Weight	5,300 lbs	5,300 lbs		
Dispatch Availability	Available during Mandatory Availability Period or as per status in ROSS	Available during Mandatory Availability Period or per status in ROSS		
Production Factor	0.8 (see Fireline Handbook 410-1)	0.8 (see Fireline Handbook 410-1)		
Transportation	See Contract for Crew Ground and Air Transportation	See Contract for Crew Ground and Air Transportation		
Tools & Equipment	Contractor Supplied	Contractor Supplied		
Personal Gear	Contractor Supplied	Contractor Supplied		
PPE	Contractor Supplied	Contractor Supplied		

**SECTION J**  
**LIST OF ATTACHMENTS**

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

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

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

**Section II - Remarks** (Describe all unsatisfactory items and identify by line number.)

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

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

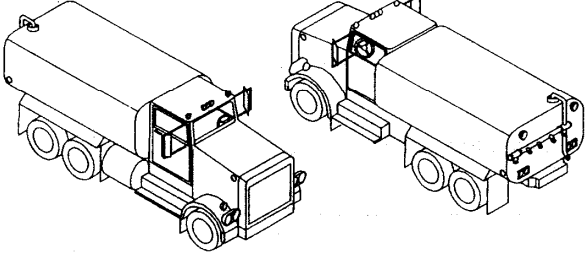
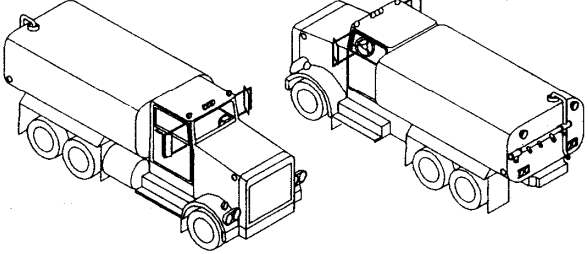
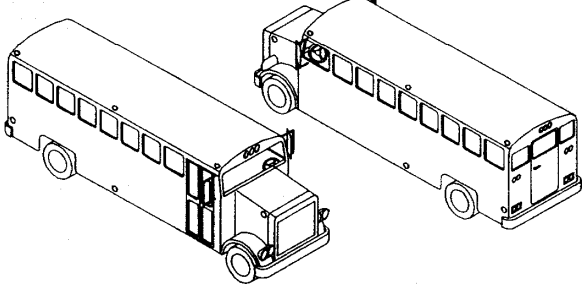
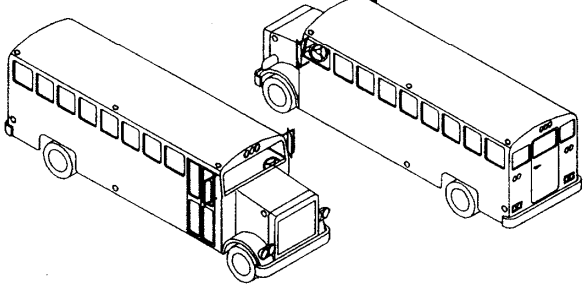
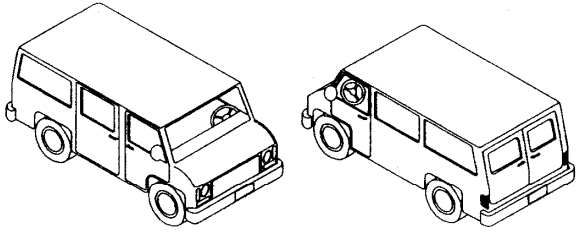
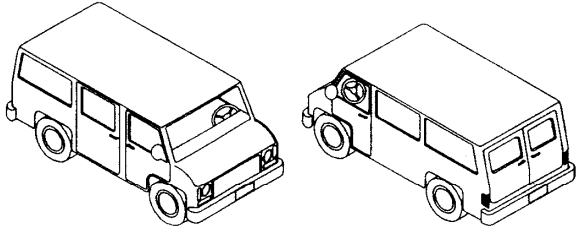
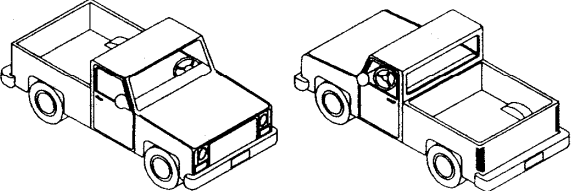
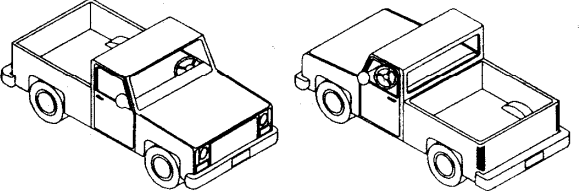
Section III - Power Saw, Pump	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly,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

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

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



**SECTION J**  
**LIST OF ATTACHMENTS**

Section IV, Item 23 - Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-use Inspection	Release Inspection
	
	
	
	
<p>Remarks</p>	

**SECTION J  
 LIST OF ATTACHMENTS**

**EXHIBIT D EMERGENCY EQUIPMENT – USE INVOICE (OF-286)**

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



**SECTION J  
 LIST OF ATTACHMENTS**

**EXHIBIT E NATIONAL TYPE 2 & 2-IA CREW PERFORMANCE EVALUATION FORM**

Crew Name and Number		Fire Name and Number	Crew Boss ( <i>name</i> )	
Crew Home Unit and Address			Location of Fire ( <i>complete address</i> )	
Crew Representative		Dates on Fire	Number of Shifts Worked	
<p><b>Ratings:</b> Summarize Contractor performance and circle in the column on the right the number that corresponds to the performance rating for each rating category. The rating official must provide comments supporting each numerical rating assigned. *Indicate the number of shifts the crew performed Hot Line Construction. <b>Note:</b> To justify an Exceptional rating, you should identify multiple significant events in each category and state how it was a benefit to the Government. However, a singular benefit could be of such magnitude that it alone constitutes an Exceptional rating. There should have been NO significant weaknesses identified.</p>				
<b>Quality of Services</b>	Physical Condition	Comments regarding Quality of Service: Number of Shifts for Hot Line Construction: _____	5	
	*Hot Line Construction		4	
	Mop-Up		3	
	Use of Safe Practices		2	
	Crew Organization & Equipment		1	
Other (Specify)				
<b>Timeliness of Performance</b>	Specify Timeliness Issues Encountered	Comments regarding Timeliness of Performance:	5	
			4	
			3	
			2	
			1	
<b>Business Relations</b>	Off Line Conduct	Comments regarding Business Relations:	5	
	Working with Government		4	
	Working with Other Contractors		3	
	Crew Boss		2	
	Squad Bosses		1	
Crew Representative				
Additional Comments Regarding Outstanding Workers, or Individuals/Areas Needing Improvement:				
Crew Boss ( <i>signature &amp; phone number</i> ) This rating has been discussed with me.			Date	
Rated By ( <i>signature</i> )	Home Unit ( <i>address &amp; phone number</i> )	Position on Fire	Date	

ORIGINAL – CONTRACTING OFFICER, NIFC; COPY – CONTRACTOR

## SECTION J LIST OF ATTACHMENTS

### Quality of Services

**5 - Exceptional** - Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. It is expected that this rating will be used in those RARE circumstances where contractor performance clearly exceeds the performance levels described as "Very Good".

**4 - Very Good** - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective. **Non-conformances equipment and/or personnel do not impact achievement of contract requirements.**

**3 - Satisfactory** - Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. **Non-conformances with equipment and/or personnel require minor Agency resources to ensure achievement of contract requirements.**

**2 - Marginal** - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. **Non-conformances with equipment and/or personnel require major Agency resources to ensure achievement of contract requirements.**

**1 - Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. **Non-conformances with equipment and/or personnel are compromising the achievement of contract requirements, despite use of Agency resources.**

### Timeliness of Performance

**5 - Exceptional** - Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. It is expected that this rating will be used in those RARE circumstances where contractor performance clearly exceeds the performance levels described as "Very Good".

**4 - Very Good** - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective. **Delays do not impact achievement of contract requirements.**

**3 - Satisfactory** - Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. **Delays require minor Agency resources to ensure achievement of contract requirements.**

**2 - Marginal** - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. **Delays require major Agency resources to ensure achievement of contract requirements.**

**1 - Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. **Delays are compromising the achievement of contract requirements, despite use of Agency Resources.**

### Business Relations

**5 - Exceptional** - Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. It is expected that this rating will be used in those RARE circumstances where contractor performance clearly exceeds the performance levels described as "Very Good".

**4 - Very Good** - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective. **Response to inquiries, technical, service, administrative issues are usually effective and responsive. Inability to work with other Contractor's does not impact contract performance.**

**3 - Satisfactory** - Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. **Response to inquiries, technical, service, administrative issues are somewhat effective and responsive. Inability to work with other Contractor's requires minor Agency resources to ensure contract performance.**

**2 - Marginal** - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. **Response to inquiries, technical, service, administrative issues are marginally effective and responsive. Inability to work with other Contractor's requires major Agency resources to ensure contract performance.**

**1 - Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. **Response to inquiries, technical, service, administrative issues is not effective and responsive. Unable to work with other Contractor's compromising performance of contract requirements.**

**SECTION J  
 LIST OF ATTACHMENTS**

**EXHIBIT F WAGE DETERMINATIONS**

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor          Diane C. Koplewski 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.: 38 Date of Last Revision: 12/29/2015
---	------------------------------------	--

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

---

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.  
 Alaska: Entire state.  
 American Samoa: 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 Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		18.85
Continental U.S.		18.85
Hawaii and American Samoa		18.61
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		26.60

**SECTION J**  
**LIST OF ATTACHMENTS**

Hawaii and American Samoa	17.67
Midwestern Region	20.99
Northeast Region	19.71
Southern Region	18.36
Western Region	21.24
05220 - Motor Vehicle Mechanic Helper	
Alaska	19.24
Hawaii and American Samoa	13.60
Midwestern Region	13.61
Northeast Region	15.35
Southern Region	11.84
Western Region	14.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	15.98
Hawaii and American Samoa	15.96
Midwestern Region	13.39
Northeast Region	15.20
Southern Region	10.94
Western Region	16.68
07041 - Cook I	
Alaska	13.77
Hawaii and American Samoa	13.43
Midwestern Region	9.84
Northeast Region	12.29
Southern Region	9.37
Western Region	11.22
07042 - Cook II	
Alaska	15.87
Hawaii and American Samoa	15.00
Midwestern Region	11.09
Northeast Region	13.85
Southern Region	10.57
Western Region	12.65
07070 - Dishwasher	
Alaska	11.79
Hawaii and American Samoa	12.92
Midwestern Region	7.97
Northeast Region	8.54
Southern Region	8.28
Western Region	8.59
07130 - Food Service Worker	
Alaska	12.02
Hawaii and American Samoa	11.96
Midwestern Region	9.40
Northeast Region	11.27
Southern Region	8.90
Western Region	9.78
07210 - Meat Cutter	
Alaska	19.61
Hawaii and American Samoa	19.03
Midwestern Region	16.52
Northeast Region	19.24
Southern Region	13.79

**SECTION J**  
**LIST OF ATTACHMENTS**

Western Region	18.05
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	23.00
Continental U.S.	16.75
Hawaii and American Samoa	18.84
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	22.09
Hawaii and American Samoa	17.21
Midwestern Region	15.88
Northeast Region	15.51
Southern Region	13.13
Western Region	16.98
21150 - Stock Clerk	
Alaska	14.27
Hawaii and American Samoa	11.25
Midwestern Region	12.61
Northeast Region	12.44
Southern Region	12.08
Western Region	12.77
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	28.01
Continental U.S.	28.81
Hawaii and American Samoa	28.95
23022 - Aircraft Mechanic II	
Alaska	29.08
Continental U.S.	29.55
Hawaii and American Samoa	30.14
23023 - Aircraft Mechanic III	
Alaska	30.67
Continental U.S.	30.89
Hawaii and American Samoa	31.63
23040 - Aircraft Mechanic Helper	
Alaska	21.96
Continental U.S.	21.66
Hawaii and American Samoa	20.90
23060 - Aircraft Servicer	
Alaska	24.54
Continental U.S.	24.72
Hawaii and American Samoa	24.26
23160 - Electrician, Maintenance	
Alaska	31.62
Hawaii and American Samoa	27.25
Midwestern Region	23.74
Northeast Region	25.44
Southern Region	20.29
Western Region	24.24
23440 - Heavy Equipment Operator	
Alaska	25.86

**SECTION J**  
**LIST OF ATTACHMENTS**

Hawaii and American Samoa	18.40
Midwestern Region	20.99
Northeast Region	19.71
Southern Region	18.36
Western Region	21.23
23470 - Laborer	
Alaska	15.69
Hawaii and American Samoa	15.23
Midwestern Region	12.77
Northeast Region	12.88
Southern Region	10.39
Western Region	12.06
23530 - Machinery Maintenance Mechanic	
Alaska	29.50
Hawaii and American Samoa	29.11
Midwestern Region	18.20
Northeast Region	19.03
Southern Region	14.42
Western Region	18.06
23580 - Maintenance Trades Helper	
Alaska	21.57
Hawaii and American Samoa	16.64
Midwestern Region	17.13
Northeast Region	16.00
Southern Region	14.41
Western Region	14.86
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	11.95
Hawaii and American Samoa	9.74
Midwestern Region	7.79
Northeast Region	8.21
Southern Region	7.79
Western Region	8.21
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	23.13
Hawaii and American Samoa	22.00
Mid-Western Region	20.56
Northeast Region	19.02
Southern Region	20.91
Western Region	19.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	21.70
Hawaii and American Samoa	14.09
Midwestern Region: 1 1/2 to 4 tons	17.88
Midwestern Region: over 4 tons	18.70
Midwestern Region: under 1 1/2 tons	13.38
Northeast Region: 1 1/2 to 4 tons	18.33
Northeast Region: over 4 tons	19.13
Northeast Region: under 1 1/2 tons	14.22

**SECTION J**  
**LIST OF ATTACHMENTS**

Southern Region: 1 1/2 to 4 tons	16.33
Southern Region: over 4 tons	16.94
Southern Region: under 1 1/2 tons	9.10
Western Region: 1 1/2 to 4 tons	16.84
Western Region: over 4 tons	17.31
Western Region: under 1 1/2 tons	10.60
31361 - Truckdriver, Light	
Alaska	20.31
Hawaii and American Samoa	11.11
Midwestern Region	13.38
Northeast Region	14.22
Southern Region	9.10
Western Region	10.60
31362 - Truckdriver, Medium	
Alaska	21.99
Hawaii and American Samoa	14.08
Midwestern Region	17.88
Northeast Region	18.33
Southern Region	16.28
Western Region	16.84
31363 - Truckdriver, Heavy	
Alaska	23.24
Hawaii and American Samoa	15.37
Midwestern Region	18.70
Northeast Region	19.13
Southern Region	16.94
Western Region	17.94
31364 - Truckdriver, Tractor-Trailer	
Alaska	24.48
Hawaii and American Samoa	15.57
Midwestern Region	22.23
Northeast Region	19.26
Southern Region	17.80
Western Region	18.31
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook- Baker/Assistant Cook	
Alaska	15.80
Hawaii and American Samoa	15.00
Midwestern Region	11.09
Northeast Region	13.85
Southern Region	10.56
Western Region	12.65
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	19.64
Hawaii and American Samoa	20.18
Midwestern Region	17.68
Northeast Region	18.67
Southern Region	19.36
Western Region	17.81
(not set) - Quality Assurance Representative II	
Alaska	25.69

**SECTION J**  
**LIST OF ATTACHMENTS**

Hawaii and American Samoa	23.98
Midwestern Region	21.81
Northeast Region	23.17
Southern Region	20.48
Western Region	21.59
(not set) - Quality Assurance Representative III	
Alaska	27.33
Hawaii and American Samoa	26.10
Midwestern Region	25.67
Northeast Region	27.28
Southern Region	24.22
Western Region	25.89
(not set) - Chief Cook	
Alaska	20.99
Hawaii and American Samoa	25.16
Midwestern Region	18.51
Northeast Region	22.40
Southern Region	16.96
Western Region	20.61
(not set) - Environmental Protection Specialist	
Alaska	33.11
Hawaii and American Samoa	30.62
Midwestern Region	27.85
Northeast Region	33.40
Southern Region	28.36
Western Region	29.33
(not set) - Fire Safety Professional	
Alaska	33.09
Hawaii and American Samoa	30.65
Midwestern Region	27.85
Northeast Region	33.40
Southern Region	28.36
Western Region	29.33
(not set) - Aircraft Quality Control Inspector	
Alaska	29.30
Continental U.S.	30.12
Hawaii and American Samoa	30.28
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	11.60
Hawaii and American Samoa	10.72
Midwestern Region	9.91
Northeast Region	11.32
Southern Region	7.79
Western Region	9.65

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 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



## SECTION J LIST OF ATTACHMENTS

contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

**HEALTH & WELFARE (Hawaii):** \$1.69 per hour, or \$67.60 per week, or \$292.93 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.27 per hour.

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

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

### \*\* UNIFORM ALLOWANCE \*\*

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

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

**SECTION J**  
**LIST OF ATTACHMENTS**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

**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 (See 29 CFR 4.6 (b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 ensure 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 \*\***

## **SECTION J LIST OF ATTACHMENTS**

### **Aircraft Quality Control Inspector**

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications.

Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

### **Chief Cook**

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

### **Environmental Protection Specialist**

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programs; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

### **Fire Safety Professional**

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

### **Quality Assurance Representative I**

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

### **Quality Assurance Representative II**

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-

## **SECTION J LIST OF ATTACHMENTS**

established acceptable methods and practices to authorized to approve deviations in construction plans, methods and practices even of a minor nature.

### Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

**SECTION J  
LIST OF ATTACHMENTS**

**EXHIBIT G ENGLISH LANGUAGE PROFICIENCY EVALUATION**

(a) PURPOSE OF THIS EXHIBIT

If a designated COR or Project Inspector inspects a NCC they may perform an English Language Proficiency Evaluation as part of the inspection. If the NCC does not pass inspection, the Government may suspend the NCC if compliance and re-inspection cannot be accomplished in a timely manner and with minimal cost to the Government.

The purpose of this exhibit is to provide CORs, Project Inspectors, and other Incident Management Team (IMT) personnel with a consistent method of evaluating the English language proficiency of Crew Bosses and Squad Bosses, as well as to ascertain their ability to communicate with their non-English speaking crewmembers. This exhibit is intended to be used to evaluate ALL supervisory personnel on each crew inspected regardless of ethnicity or company affiliation.

(b) EVALUATION PROCEDURES

Use the English Proficiency Evaluation Form, attached below, to evaluate the ability of crew supervisory personnel to speak AND read English. If the individual to be evaluated can provide documentation that they have already completed this evaluation successfully, the inspector may choose to accept the previous evaluation or re-evaluate the individual at the inspector's discretion. If performance issues develop relating to an individual's ability to speak and/or read English, the Government reserves the right to re-evaluate that individual.

(1) Reading Evaluation: Select an excerpt from a wildland fire related publication or document that is three to five sentences in length that contains terminology that both a Crew Boss or Squad Boss would be expected to be familiar with. Some examples are:

- The section of the Incident Response Pocket Guide that discusses the common denominators of fire behavior on tragedy fires.
- The section of the Fireline Handbook that addresses supervision of other firefighters.
- Portions of a Safety Message or non-technical portions of a Fire Behavior Forecast from an Incident Action Plan.

Allow the individual being evaluated to read the designated material in silence (NOT OUT LOUD). When they have finished reading, give the individual a reasonable time (a minute or two) then ask the individual to explain what they have read.

(2) English Communication Evaluation: Direct the Crew Boss to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat these directions in English before completing assigned commands in the language of the squad.

Example: Tell Crew Boss to instruct Squad Boss 1 to have squad members 1 & 3 retrieve a specific tool then stand in specified location. Repeat with remaining two Squad Bosses, but vary tasks to prevent memorization of requested tasks.

**SECTION J**  
**LIST OF ATTACHMENTS**

(3) Communication In Language of Squad Evaluation: Direct Crew Boss to give different multiple commands in the language used by the squad to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands.

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

Upon completion of the evaluation, ensure that the evaluation form has been filled out completely. Make three (3) copies of the completed evaluation form and distribute as follows:

- One copy to be kept in the Inspector's file
- One copy will be given to the Crew Boss
- One copy will be given to the COR
- The original will be mailed to Contracting Officer, National Interagency Fire Center, 3833 S. Development Avenue, Boise, Idaho 83705, or by Fax to (208) 387-5384.

**SECTION J  
LIST OF ATTACHMENTS**

**ENGLISH LANGUAGE PROFICIENCY EVALUATION FORM**

**COMPANY NAME** \_\_\_\_\_ **CONTRACT NUMBER** \_\_\_\_\_  
**PARTICIPANT'S NAME** \_\_\_\_\_ **ID NO** \_\_\_\_\_ **POSITION** \_\_\_\_\_

Has this individual's English language proficiency been evaluated previously? YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, name of the Inspector \_\_\_\_\_ Date/Location \_\_\_\_\_

Can individual listen, understand, and respond verbally in English without interpreter?  
YES \_\_\_\_\_ NO \_\_\_\_\_

**READING EVALUATION**

Can individual read English? YES \_\_\_\_\_ NO \_\_\_\_\_

Document Used? IAP \_\_\_\_\_ FHB \_\_\_\_\_ IRPG \_\_\_\_\_ SA \_\_\_\_\_ OTHER: Specify \_\_\_\_\_

**ENGLISH COMMUNICATION EVALUATION**

Direct CRWB to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands in the language of the squad.

Were Squad Bosses able to understand and follow instructions? YES \_\_\_\_\_ NO \_\_\_\_\_  
Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMUNICATION IN LANGUAGE OF SQUAD EVALUATION**

Direct CRWB to give different multiple commands in the language used by the squad to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands.

Were crewmembers able to understand and follow instructions? YES \_\_\_\_\_ NO \_\_\_\_\_  
Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspector: \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature) Date \_\_\_\_\_

Participant: \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature) Date \_\_\_\_\_