

D.23 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant agreement.

TITLE
Exhibit A – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C - Harassment-Free Workplace Policy
Exhibit D - DOL Wage Determination
Exhibit E – Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H – Terms & Conditions for States
Exhibit I – Contractor Associations and Public Education Providers
Exhibit J –Advantages
Exhibit K – Not Applicable
Exhibit L – Geographic Area Map
Exhibit M – Forms and Checklists
1) ENGINE Pre-Season Inspection Form
2) Chainsaw and Chainsaw Kit Inspection Checklist
3) SUPPORT WATER TENDER Pre-Season Inspection Form
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EXHIBIT A -- DEFINITIONS AND ABBREVIATIONS

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein; the definitions provided in this exhibit are included in every solicitation (i.e., boilerplate), therefore some of the definitions may not be applicable to the solicitation you are responding to:

AGENCY - See "Government"

AGENCY COOPERATOR - Local Government entities available through agreement to assist the Federal and State Government agencies.

AGREEMENT - References the Blanket Purchase Agreement documented on the SF-1449/OF-294, and its attachments.

CAMPSITE - Any area designated by the Government where there are facilities in support of an incident.

CCR - Contractor Central Registration

CJRL - Cotton Jacket Rubber Lined

CMVSA - Commercial Motor Vehicle Safety Alliance

CO - Contracting Officer

COR - Contracting Officer's Representative - GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO).

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

DESIGNATED DISPATCH POINT (DDP) - Physical address where the resource is located as identified in VIPR.

DOZER BLADE CONFIGURATIONS:

- FULL U BLADE - A blade that is designed to move large amounts of materials and will have a highly curved and tall face to the blade. This blade will normally have large side wings to carry material.

- SEMI-U COMBINATION BLADE - A blade that is shorter, has less curvature and smaller side wings.

- STRAIGHT BLADE - A blade that has no lateral curve or sidewalls.

EXCAVATOR ATTRIBUTES:

- EXCAVATOR CLAMSHELL BUCKET - A two-sided bucket used on an excavator to dig in a vertical direction; the bucket is dropped while its jaw-like halves are open and digs as they close. Also known as a clamshell grab.

- EXCAVATOR UP DOWN BLADE or DOZER BLADE - A blade mounted on the mainframe of the excavator raised and lowered with hydraulic cylinders. This blade will allow the machine to push material in a grading manner and stabilize the machine while it is working on surfaces that are not level.

EXCAVATOR, STEEP GROUND (STEEP GROUND EXCAVATOR in Section B) - Purpose built or modified construction excavator that is capable of working on slopes greater than 45 percent. These excavators may be Feller Buncher carriages with a bucket and hydraulic thumb or clamshell bucket replacing the saw, or tracked carriages that have had modifications to allow the machine to work on steep grades. Operators are highly experienced in steep ground soil work and have knowledge, skills and abilities to construct firelines or rehabilitate firelines to near natural conditions.

ENGB - Single Resource Engine Boss

FS - Forest Service

FLYWHEEL HORSEPOWER RATING - Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel.

FMCSA - Federal Motor Carrier Safety Administration

FOAM APPLICATION SYSTEM

- Manually Regulated Proportioning System - A proportioning system that requires manual adjustment to maintain the proportioning ratio when there is a change of flow or pressure through the foam proportioner. Typical manually regulated foam systems include: Suction side proportioner, in-line eductor, around-the-pump proportioner and direct injection manually regulated proportioners. Examples of manually regulated foam systems include but are not limited to:

1. Blizzard Wizard
2. Scotty foam inductor
3. Foam Flo

- Automatic Regulating Proportioning System - A proportioning system that automatically adjusts the flow of foam concentrate into the water stream to maintain the desired proportioning ratio. These automatic adjustments are made based on changes in water flow or conductivity. Typical automatic regulating proportioning systems include: Balanced pressure venturi proportioning systems, water motor meter proportioner systems, direct injection automatic regulating proportioners. Examples of automatic regulating proportioning systems include but are not limited to:

1. Foam Pro-1601/2001
2. Robwen 500
3. Darley Fast-foam system
4. Aquis 1.5/2.5 foam system

GACC - Geographic Area Coordination Center

GAWR - Gross Axle Weight Rating

GOVERNMENT - United States Department of Agriculture - Forest Service (USDA-FS), National Park Service

(NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA)

Oregon Department of Forestry (ODF) and Washington Department of Natural Resources (WDNR) GOVERNMENT REPRESENTATIVE - Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

GVAW - Gross Vehicle Axle Weight

GVWR - Gross Vehicle Weight Rating

HOST DISPATCH CENTER - Interagency dispatch center responsible for dispatching resources under this agreement.

HOST DISPATCH ZONE - Geographic area defined by the Host Dispatch Center's area of authority.

ICS - Incident Command System

IIBMH - Interagency Incident Business Management Handbook

IPT - Iron Pipe Thread

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

INITIAL ATTACK - A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

LOW GROUND PRESSURE EQUIPMENT - Equipment with wide pads, designed by the manufacturer to operate in wet, soft or sandy terrain.

NH - National Hose Thread

NPSH - National Pipe Standard Hose

ON SHIFT - Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

OPERATIONAL PERIOD - Equal to one shift, an operational period is defined by the incident action plan.

ORDINARY WEAR AND TEAR - Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

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

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

PROPERTY -

- Accountable Property. Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.

- Durable Property. Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show US GOVT, or an agency specific marking.

- Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

RON - Remain Over Night

ROSS - Resource Ordering and Status System

SEVERITY - The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

SJRL - Synthetic Jacket Rubber Lined Hose

SOFTTRACK - A machine constructed to carry water, mounted on a carrier, equipped with a track that is able to conform to varying ground conditions by torsion bar mounted road wheels. These road wheels allow the track to travel up and down to keep the track surface in constant contact with the ground over rough surfaces. These machines can travel at a speed of over 12 miles per hour on flat surfaces.

SUPPRESSION - All the work of extinguishing or confining a fire beginning with its discovery.

SUSPENSION -

- Air Bag - A suspension designed with two (2) air bags per wheel or four (4) air bags per axle. Air bag suspensions were developed for over the road conditions. While this suspension is acceptable, the process where the air bags inflate and deflate to try and maintain an even ride is not as desirable due to the non-static load associated with a tank of water.

- Vocational Duty - All other axle configurations including the walking beam, spring, and trailing arm with two (2) air bags per axle shall be identified as vocational style suspension.

- 2-axle trucks must have a locking (i.e., e-locker/interlock) rear end to get points; no points are allowed for non-locking differentials.

UNDER HIRE - Refer to D.21.8

WHEEL CHOCKS -

- Type 5 and 6 Engines shall be equipped with a wheel chock constructed with a height of 8" or more and a width of 6" or more.
- Type 3 and 4 Engines and ALL Tenders shall be equipped with a wheel chock constructed with a height of 8" or more and width of 7" or more.
- Wheel chock must have a solid bottom or ribbing on the bottom to prevent from sinking in soft soil.
- Wheel chock must have the face beveled at a 30-50 degree angle.
- Wheel chock base must be 1.4 times the height or greater, or the manufacturer specifies the chocks meet SAE J-348, NFPA 1901, or NFPA 1906 for the size of the vehicle.

WORK/REST - Refer to D.6.7

EXHIBIT B – PAYMENT OFFICE INFORMATION

FOREST SERVICE

Incident Payment Center
101B Sun Drive NE
Albuquerque, NM 87105

1-877-372-7248

BUREAU OF LAND MANAGEMENT

National Business Center
PO Box 25047, Bldg 50
Denver Federal Center
Denver, CO 80225-0047
Mail Stop BC-620

303-236-7117

NATIONAL PARK SERVICE

Attn: Debbie Townsend
13461 Sunrise Valley Dr
Herndon, VA 20171

703-487-9310

EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

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

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

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

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

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

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

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

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

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

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

In addition, you may seek help from the Human Resource Specialist on the incident.

EXHIBIT D – DOL WAGE DETERMINATION

See Separate Exhibit D

EXHIBIT E - Standard Contractor Performance Report

Highlighted blocks are required to be completed.

Evaluation Type: Interim _ Final _ (check one)			
Evaluating Organization <i>(Fire Name)</i> :		Reporting Period: From _____ to _____	
Contracting Office:		Contract Number:	Order Number <i>(Resource Order/Incident #)</i> :
Contractor Name:		Contractor Address:	
DUNS:		City:	State:
Additional or Alternate Contractor Name:		Zip/Postal Code:	Country:
TIN:	Industrial Code (NAICS):	Commodity Code:	Contract Type:
Contract Award Date:		Contract Expiration Date:	Contract Value:
Requirement Description <i>(Equipment Type)</i> :			

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

Quality of Product or Service *(How did the Contractor perform, document any noncompliance or performance issues)*

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
Government Comments for Quality of Product or Service (2000 characters maximum):					

Timeliness of Performance *(Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)*

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
Government Comments for Timeliness of Performance (2000 characters maximum):					

Business Relations *(Did the Contractor perform in a business-like manner; complete administrative requirements timely)*

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
Government Comments for Business Relations (2000 characters maximum):					

Additional Info

Contractor Key Personnel

Contractor Manager/Principal Investigator (*Owner's Name*):

Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum): *(If applicable, describe working relationship with government representatives for this assignment)*

Contractor Key Person (*Equipment Operator's Name*):

Government Comment on Contractor Key Person (2000 characters maximum): *(Describe working relationship with government representatives for this assignment)*

Customer Satisfaction

Is/was the contractor committed to customer satisfaction? Yes No *(Check one)*

Would you recommend the selection of this firm again? Yes No *(Check one)*

Government Comments on Customer Satisfaction (2000 characters maximum): *If no to either of above, explain below*

Admin Info

Project Officer/COTR *(Individual completing the evaluation)*

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Alternate Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer:

Name:

Phone:

Fax:

E-Mail Address:

Rating Guidelines

Quality of Product or Service

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

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

Timeliness of Performance

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

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

Business Relations

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

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

EXHIBIT F – SAFETY STANDARDS

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

A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2nd ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

B. Smoke and Carbon Monoxide

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

C. “Six Minutes for Safety” Training

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season. The NWCG website gives information on Six Minutes for Safety, go to www.nwcg.gov

D. Seat Belts

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

E. Personal Protective Equipment (PPE) – see Section D.2.1.2 of the specifications for a complete list of PPE required by the contractor.

F. Fireline Leadership Communications Skills.

All personnel in leadership positions such as Equipment Operators, Engine Bosses and radio operators, shall be able to communicate fluently at a conversational level in English. Specifically:

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

G. Incident Identification/ Qualification Card.

Personnel shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc

H. Physical Demands

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

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes.

Added for Skidgine, Pumper Cat and Softtrack personnel:

All personnel assigned to skidgines, pumper cats, and softtracks shall pass the "Work Capacity Fitness Test" at the light level. The fitness requirement is the ability to negotiate a one (1) mile hike without a pack and complete within 16 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 Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at www.nwccg.gov, in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

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

I. Work/Rest/Driving/ and Length of Assignment Guidelines

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: www.nwccg.gov

EXHIBIT G – EXAMPLE OF EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET					
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.					E-16
1. AGREEMENT NUMBER 54-04R4-2-4567			2. CONTRACTOR (name) Jones Equipment		
3. INCIDENT OR PROJECT NAME LOST CREEK		4. INCIDENT NUMBER WIF-2-061		5. OPERATOR (name) PAUL JONES	
6. EQUIPMENT MAKE Caterpillar		7. EQUIPMENT MODEL Dozer, D6C		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER 47A89876		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)	
12. DATE MO/DAY/YR	13. EQUIPMENT USE				14. REMARKS (released, down time and cause, problems, etc.) Paul Jones - Operator
	START	STOP	HOURS/DAYS/MILES(circle one) WORK SPECIAL		
09/15/07	0600	1800	12		
					15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
					16. INVOICE POSTED BY (Recorder's initials)
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Paul L. Jones, - Owner			18. GOVERNMENT OFFICER'S SIGNATURE SAMUAL JONES - DIV SUP.		19. DATE SIGNED 09/15/07

EXHIBIT D – DOL WAGE DETERMINATION

WD 95-0221 (Rev.-24) was first posted on www.wdol.gov on 10/13/2009
 Emergency Incident/Fire Safety Services

REGISTER OF WAGE DETERMINATIONS UNDER ³ U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT ³ EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor ³ WAGE AND HOUR DIVISION
³ WASHINGTON, D.C. 20210
³
³

Shirley F. Ebbesen Division of Wage ³ Wage Determination No: 1995-0221
 Director Determinations ³ Revision No: 24
³ Date Of Revision: 10/08/2009

 NATIONWIDE: Applicable in the continental U.S., Hawaii and Alaska.
 Alaska: Entire state.
 Hawaii: Entire state.
 Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,
 Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin
 Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New
 York, Pennsylvania, Rhode Island, Vermont
 Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida,
 Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma,
 South Carolina, Tennessee, Texas, Virginia, West Virginia
 Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New
 Mexico, Oregon, Utah, Washington, Wyoming

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01613 - Word Processor III	
Alaska	17.92
Continental U.S.	17.92
Hawaii and American Samoa	17.68
05000 - Automotive Service Occupations	
05190 - Motor Vehicle Mechanic	
Alaska	25.28
Hawaii and American Samoa	16.80
Midwestern Region	19.96
Northeast Region	18.74
Southern Region	17.46
Western Region	20.19
05220 - Motor Vehicle Mechanic Helper	
Alaska	18.29
Hawaii and American Samoa	12.94
Midwestern Region	12.95
Northeast Region	14.59
Southern Region	11.26
Western Region	13.67
07000 - Food Preparation And Service Occupations	

07010	- Baker	
	Alaska	15.19
	Hawaii and American Samoa	15.17
	Midwestern Region	12.73
	Northeast Region	14.45
	Southern Region	10.40
	Western Region	15.86
07041	- Cook I	
	Alaska	13.08
	Hawaii and American Samoa	12.77
	Midwestern Region	9.36
	Northeast Region	11.68
	Southern Region	8.92
	Western Region	10.67
07042	- Cook II	
	Alaska	15.08
	Hawaii and American Samoa	14.26
	Midwestern Region	10.54
	Northeast Region	13.16
	Southern Region	10.05
	Western Region	12.02
07070	- Dishwasher	
	Alaska	11.21
	Hawaii and American Samoa	12.29
	Midwestern Region	7.58
	Northeast Region	8.12
	Southern Region	7.87
	Western Region	8.17
07130	- Food Service Worker	
	Alaska	11.43
	Hawaii and American Samoa	11.37
	Midwestern Region	8.94
	Northeast Region	10.72
	Southern Region	8.45
	Western Region	9.30
07210	- Meat Cutter	
	Alaska	18.64
	Hawaii and American Samoa	18.10
	Midwestern Region	15.70
	Northeast Region	18.29
	Southern Region	13.10
	Western Region	17.15
12000	- Health Occupations	
12040	- Emergency Medical Technician	
	Alaska	21.86
	Continental U.S.	15.93
	Hawaii and American Samoa	17.91
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	
	Alaska	21.00
	Hawaii and American Samoa	16.36
	Midwestern Region	15.09
	Northeast Region	14.75
	Southern Region	12.48
	Western Region	16.14
21150	- Stock Clerk	
	Alaska	13.57

	Hawaii and American Samoa	10.70
	Midwestern Region	11.98
	Northeast Region	11.83
	Southern Region	11.48
	Western Region	12.14
23000	- Mechanics And Maintenance And Repair Occupations	
23021	- Aircraft Mechanic I	
	Alaska	26.63
	Continental U.S.	27.39
	Hawaii and American Samoa	27.53
23040	- Aircraft Mechanic Helper	
	Alaska	20.88
	Continental U.S.	20.59
	Hawaii and American Samoa	19.87
23060	- Aircraft Servicer	
	Alaska	23.33
	Continental U.S.	23.50
	Hawaii and American Samoa	23.06
23160	- Electrician, Maintenance	
	Alaska	30.06
	Hawaii and American Samoa	25.90
	Midwestern Region	22.57
	Northeast Region	24.19
	Southern Region	19.29
	Western Region	23.04
23440	- Heavy Equipment Operator	
	Alaska	24.59
	Hawaii and American Samoa	17.50
	Midwestern Region	19.96
	Northeast Region	18.74
	Southern Region	17.46
	Western Region	20.19
23470	- Laborer	
	Alaska	14.92
	Hawaii and American Samoa	14.48
	Midwestern Region	12.14
	Northeast Region	12.25
	Southern Region	9.88
	Western Region	11.47
23530	- Machinery Maintenance Mechanic	
	Alaska	28.05
	Hawaii and American Samoa	27.67
	Midwestern Region	17.30
	Northeast Region	18.10
	Southern Region	13.70
	Western Region	17.16
23580	- Maintenance Trades Helper	
	Alaska	20.51
	Hawaii and American Samoa	15.82
	Midwestern Region	16.29
	Northeast Region	15.21
	Southern Region	13.69
	Western Region	14.13
27000	- Protective Service Occupations	
27070	- Firefighter	
	Alaska	11.36

	Hawaii and American Samoa	9.26
	Midwestern Region	7.40
	Northeast Region	7.81
	Southern Region	7.40
	Western Region	7.81
30000	- Technical Occupations	
30210	- Laboratory Technician	
	Alaska	21.99
	Hawaii and American Samoa	20.92
	Mid Western Region	19.55
	Northeast Region	18.09
	Southern Region	19.88
	Western Region	18.59
31000	- Transportation/Mobile Equipment Operation Occupations	
31030	- Bus Driver	
	Alaska	20.63
	Hawaii and American Samoa	13.40
	Midwestern Region: 1 1/2 to 4 tons	17.00
	Midwestern Region: over 4 tons	17.77
	Midwestern Region: under 1 1/2 tons	12.72
	Northeast Region: 1 1/2 to 4 tons	17.43
	Northeast Region: over 4 tons	18.19
	Northeast Region: under 1 1/2 tons	13.52
	Southern Region: 1 1/2 to 4 tons	15.53
	Southern Region: over 4 tons	16.10
	Southern Region: under 1 1/2 tons	8.65
	Western Region: 1 1/2 to 4 tons	16.01
	Western Region: over 4 tons	16.46
	Western Region: under 1 1/2 tons	10.08
31361	- Truckdriver, Light	
	Alaska	19.31
	Hawaii and American Samoa	10.56
	Midwestern Region	12.72
	Northeast Region	13.52
	Southern Region	8.65
	Western Region	10.08
31362	- Truckdriver, Medium	
	Alaska	20.91
	Hawaii and American Samoa	13.39
	Midwestern Region	17.00
	Northeast Region	17.43
	Southern Region	15.48
	Western Region	16.01
31363	- Truckdriver, Heavy	
	Alaska	22.10
	Hawaii and American Samoa	14.61
	Midwestern Region	17.77
	Northeast Region	18.19
	Southern Region	16.10
	Western Region	17.06
31364	- Truckdriver, Tractor-Trailer	
	Alaska	23.27
	Hawaii and American Samoa	14.80
	Midwestern Region	21.14
	Northeast Region	18.31
	Southern Region	16.93
	Western Region	17.41

47000	- Water Transportation Occupations	
47021	- Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
	Alaska	15.02
	Hawaii and American Samoa	14.26
	Midwestern Region	10.54
	Northeast Region	13.16
	Southern Region	10.04
	Western Region	12.02
92000	- Non Standard Occupations	
(not set)	- Quality Assurance Representative I	
	Alaska	18.67
	Hawaii and American Samoa	19.18
	Midwestern Region	16.81
	Northeast Region	17.74
	Southern Region	18.40
	Western Region	16.94
(not set)	- Quality Assurance Representative II	
	Alaska	24.42
	Hawaii and American Samoa	22.80
	Midwestern Region	20.73
	Northeast Region	22.03
	Southern Region	19.47
	Western Region	20.53
(not set)	- Quality Assurance Representative III	
	Alaska	25.98
	Hawaii and American Samoa	24.81
	Midwestern Region	24.40
	Northeast Region	25.93
	Southern Region	23.02
	Western Region	24.62
(not set)	- Chief Cook	
	Alaska	19.96
	Hawaii and American Samoa	23.92
	Midwestern Region	17.60
	Northeast Region	21.29
	Southern Region	16.12
	Western Region	19.60
(not set)	- Environmental Protection Specialist	
	Alaska	31.46
	Hawaii and American Samoa	29.11
	Midwestern Region	26.47
	Northeast Region	31.75
	Southern Region	26.96
	Western Region	27.88
(not set)	- Fire Safety Professional	
	Alaska	31.46
	Hawaii and American Samoa	29.11
	Midwestern Region	26.47
	Northeast Region	31.75
	Southern Region	26.96
	Western Region	27.88
(not set)	- Aircraft Quality Control Inspector	
	Alaska	27.85
	Continental U.S.	28.64
	Hawaii and American Samoa	28.79
99000	- Miscellaneous Occupations	
99730	- Refuse Collector	

Alaska	11.02
Hawaii and American Samoa	10.19
Midwestern Region	9.43
Northeast Region	10.76
Southern Region	7.40
Western Region	9.17

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

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

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

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

HEALTH & WELFARE (Hawaii): \$1.40 per hour, or \$56.00 per week, or \$242.66 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.35 per hour.

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

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

These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

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

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

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 programmes; (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-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not 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.

EXHIBIT H

EXHIBIT H Oregon State Department of Forestry
(State of Oregon Fires Only)

SPECIAL CONTRACT TERMS AND CONDITIONS
STATE OF OREGON

The terms and conditions contained are incorporated by reference in this Schedule and constitute the Special Contract Terms and Conditions applicable to State of Oregon Fires Only. In addition, the following terms and conditions are also applicable:

FOREIGN CONTRACTOR:

If the amount of compensation under the Agreement exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Agreement. The State shall be entitled to withhold final payment under the Agreement until Contractor has met this requirement.

FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:

Contractor understands and agrees that the obligation for the payment of amounts due under this Agreement is contingent on the State of Oregon receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow ODF to make payments under this Agreement.

DRUG/ALCOHOL AND FIREARMS PROHIBITION

The possession of firearms or other dangerous weapons (as defined in 18 USC 930 (g)(2)) is prohibited at all times while on Government Property and during performance of Services under this Agreement. The term "dangerous weapon" does not include a pocket knife with a blade less than 2 1/2 inches in length or a multi purpose tool

Contractor and Contractor's Crew and other employees are prohibited from engaging in the manufacture, distribution, dispensing, unlawful possession or use of controlled substances or alcohol while working under this Agreement or in fire camp. This Agreement includes and incorporates by reference Federal Acquisition Regulation (FAR) clause 52.223-6 (Drug Free Work Place [May 2001]). Upon request, the ODF will make the full text of this FAR available to Contractor.

HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE

The following policies and orders are incorporated by reference into this Agreement: State of Oregon and ODF policy 50.010.01; State of Washington and Department of Natural Resources, State policy POL-7016; U.S. Department of Agriculture, Title VII, Civil Rights Act of 1964; Executive Order EO-11246 and U.S. Forest Service Harassment Free Workplace Policy. This Agreement requires a work and rest environment free from behavior, action, or language that is or may be perceived by others as hostile, intimidating, violent or abusive. Harassment or discrimination in any form is illegal, unacceptable conduct and WILL NOT BE TOLERATED. Contractor or Contractor's Crew or other employees who engage in such conduct shall be released or removed from the Incident.

INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in

ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

Insurance

1. During the term of this Agreement, CONTRACTOR shall maintain in force at its own expense, each insurance noted below.

2. Notice of Cancellation or Change. No insurance required under this Agreement may be canceled or materially changed, without 30 days prior written notice to ODF Workers' Compensation Act. All employers, including CONTRACTOR, that employ subject workers, as defined in ORS 656.207 shall comply with ORS 656.017 and shall provide worker s compensation coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). CONTRACTOR shall require and ensure that each of its subcontractors complies with these requirements.

Comprehensive or Commercial General Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense, and keep in effect during the terms of this Agreement, Comprehensive or Commercial General Liability insurance covering personal injury and with property damage, with extended coverage endorsement from an authorized insurance company authorized to do business in the State of Oregon. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement plus products/completed operations liability.

Each General

Description	Occurrence	Aggregate
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CGL	\$1,000,000	\$2,000,000
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5. Automobile Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance. This coverage may be provided by combining the Automobile Liability Insurance with the Comprehensive or Commercial General Liability Insurance.

Description	Each Occurrence
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Automobile Liability	\$1,000,000
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B. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE.

If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor s completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum timeperiod that "tail" coverage is reasonably available in the marketplace for the coverage required under thisContract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this section.

D. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

E. CERTIFICATE(S) OF INSURANCE.

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

SPECIAL COMPENSATION ISSUES AND PAYMENT CENTERS

OREGON FIRES

(Oregon Department of Forestry, Coos Forest Protection Association, Douglas Forest Protection Association, and Walker Range Fire Patrol Fires)

I. COMPENSATION

Oregon Department of Forestry (ODF), Coos Forest Protective Association (CFPA), Douglas Forest Protective Association (DFPA) and Walker Range Fire Patrol shall pay Contractor for services in accordance with the scheduled Proposal Rate stated in Attachment A of this Agreement and in accordance with the terms and conditions of this Agreement. This rate shall be a single hourly rate which will cover Crew time per person, dispatch time, Equipment costs, travel time, vehicle gas and oil, less any applicable deductions. Time shall start to accrue upon departure from the Designated Dispatch Location to each ODF fire assignment, allowing for reasonable travel time to appointed destination. Payment shall be made no later than forty-five (45) days after receipt and approval of Contractor's invoice by ODF. For purposes of this Section, an invoice is "approved" when the accuracy of the invoice is agreed upon by both ODF and Contractor. After each shift Crew Boss will document Crew time on the Crew Time Report. The Crew Time Report shall include all Crew Members in manifest order; actual hours worked; signature of the Crew Boss. The appropriate Government official (usually the person the Crew worked for on the line) will sign the Crew Time Report and submit to the Finance Section. Contractor's time records will be subject to audit by ODF before payments are made.

II. OREGON DEPARTMENT OF FORESTRY AND PROTECTION ASSOCIATION BILLING ADDRESSES

For obtaining payment from ODF, Contractor shall send billing invoice to the appropriate District office listed below, according to the District on which the Incident occurred:

Forest Grove District
801 Gales Creek Rd
Forest Grove, OR 97116-1199
(503) 357-2191

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

Tillamook District
5005 Third Street
Tillamook, OR 97141-2999
(503) 842-2545

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

Southwest Oregon District
5286 Table Rock Road
Central Point, OR 97502
(541) 664-3238

West Oregon District
24533 Alsea Hwy
Philomath, OR 97370

(541) 929-3266

Coos District
63612 Fifth Rd
Coos Bay, OR 97420
(541) 267-4136

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

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

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

Northeast Oregon District
611 20th Street
LaGrande, OR 97850
(541) 963-3168

Western Lane District
PO Box 157
Veneta, OR 97487-0157
(541) 935-2283

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

Walker Range FPA
PO Box 665
Gilchrist, OR 97737
(541) 433-2451

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

SPECIAL CONTRACT TERMS AND CONDITIONS
WASHINGTON FIRES

STANDARD TERMS AND CONDITIONS
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

I. Responsibilities

Contractor is providing services to the State of Washington as an independent Contractor and shall not be construed to be an employee or an agent of the State of Washington for any purpose. Contractor agrees to defend, protect, save, and hold harmless the State of Washington, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to the actions of Contractor, or the actions of Contractor's agents and/or employees in the performance of this Agreement. Contractor will be responsible for the payment of any fines or penalties charged against Contractor or any of Contractor's employees or equipment.

II. Conflict and Severability

1. Conflict. In the event of conflict between Agreement documents and applicable laws, codes, ordinances, regulations or orders of any competent authority having jurisdiction or in the event of any conflict between such applicable laws, ordinances regulations or orders, the most stringent or legally binding requirement shall govern and be considered as part of this Agreement in order to afford the State of Washington the maximum benefits thereof.

2. Severability. Any provisions of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

III. Workers Right to Know

1. Recently passed "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers or distributors of hazardous substances, including any of the items listed on this bid/quote/contract bid and subsequent award must include with each delivery a completed Material Safety Data Sheet (MSDS) for each hazardous material. Additionally, each container

of hazardous material must be appropriately labeled with:

- a. The identity of the hazardous material,
- b. Appropriate hazardous warnings, and
- c. Name and address of the chemical manufacturer, importer or other responsible party.

2. The Department of Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

IV. Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State of Washington, agencies of State of Washington and all officials, agents and employees of State of Washington, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor obligation to indemnify, defend, and hold harmless includes any claim by Contractor agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless State of Washington for any claim arising out of or incident to Contractor or any subcontractor's performance or failure to perform the contract. Contractor obligations to indemnify, defend, and hold harmless State of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of State of Washington or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State of Washington and its agencies, officials, agents or employees.

V. Personal Liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the State of Washington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

VI. Legal Fees

Contractor covenants and agrees that in the event suit is instituted by the State of Washington for any default on the part of Contractor, and Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the State of Washington all costs, expenses expended or incurred by the State of Washington in connection therewith, and reasonable attorney's fees.

VII. Insurance

Contractor shall, at all times during the term of the agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. All insurance and surety bonds should be issued by

companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Workers' Compensation Coverage. Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this agreement. Except as prohibited by law, Contractor waives all rights of subrogation against State of Washington for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance. Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State of Washington incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State of Washington. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to State of Washington by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by State of Washington to Contractor for performance of this agreement.

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

Wildland Firefighting Training Resources

To assure sufficient wildland fire training opportunities are available for private sector Contractors who participate in the Crew and engine/tender contracts, and that this training meets or exceeds National Wildfire Coordinating Group (NWCWG) standards, the Pacific Northwest Wildfire Coordinating Group (PNWCG) has entered into Memorandums of Understanding (MOU's) with representatives of two groups of training providers. The groups are Firefighting Contractor Associations and Public Education Providers. Below are the list of associations and institutions that have valid MOU's with PNWCG:

FIREFIGHTING CONTRACTOR ASSOCIATIONS

Incident Management Services & Training, Inc
PO Box 1328
Edmonds, WA 98020
G. Elton Thomas
Phone: (425) 417-7977
Fax: (425) 776-0467
Email: elton@wavecable.com

National Firefighter Training & Carding Assoc.
PO Box 974
Philomath, OR 97370
John Berger (President)
Phone: (541) 929-7802
FAX: (541) 929-7803
Email: John_Berger@nftca.com
Web page: www.nftca.com

National Wildfire Suppression Assoc.
PO Box 330
Lyons, OR 97358
Deborah Miley (Executive Director)
Phone: (503) 769-2291
FAX: (866) 854-8186
Email: info@nwsa.us
Web page: www.nwsa.us

Northern Contractors Assoc.
PO Box 427
Barriere, BC V0E1E0
Mike Dewey
Phone: (250) 672-2120
FAX: (250) 672-2190
Email: mike_dewey@telus.net

Oregon Firefighting Contractors Assoc.
PO Box 418
Merrill, OR 97630
Steve Clark (President)
Phone: (541) 510-1219
FAX: (541) 798-5107
Email: steve@oregonwoods.com
Web page: www.ofca.biz

Three Sisters Wildfire Contractor s Assoc. Inc.
PO Box 142
Sisters, OR 97759

Paul Asher (President)
Phone: (541) 549-8375
FAX: (541) 549-8129
Email: dan@tswca.org
Web page: www.tswca.org

Washington Contract Firefighters Assoc.
348 Twisp Carlton Rd
Carlton, WA 98814

Kevin Curfman (President)
Phone: (360) 880-3473
FAX:
Email: kcurfman@compprime.com
Web page: www.wcfafirefighters.org

Wildland Forestry Assoc.
PO Box 1277
LaPine OR 97739
Butch Crume (President)
Phone: (541) 536-7419
FAX: (541) 536-8614
Email: bcrume@coinet.com

PUBLIC TRAINING PROVIDERS
OREGON INSTITUTIONS

Blue Mountain Community College
2411 N.W. Carden
P.O. Box 100
Pendleton, OR 97801
Sandra Emery
Phone: (541) 523-9127 x22
Web: <http://www.bluecc.edu>

Central Oregon Community College
Redmond Campus
2030 SE College Loop
Redmond, OR 97756
Paula Simone
Phone: (541) 504-2932
Web: <http://www.cocc.edu>

Clackamas Community College
19600 S. Molalla Ave.
Oregon City, OR 97045
Tomas Laugel
Phone: (503) 657-6958 x2319
Web: <http://www.clackamas.cc.or.us>

Klamath Community College
7390 S. 6th St.
Klamath Falls OR 97603
Sandy Boatright
Phone: (541) 880-2235
Web: <http://www.kcc.cc.or.us>

Linn-Benton Community College
6500 Pacific Blvd SW
Albany, OR 97321
Gary Price
Phone: (541) 917-4923
Email: priceg@linnbenton.edu

Portland Community College
705 N Killingsworth
Portland, OR 97217
Shawn S Parrish
Phone: (503) 978-5588
Email: shawn.perrish@pcc.edu

Rogue Community College
3345 Redwood Hwy
Grants Pass OR 97527
Charles Phenix
Phone: (541) 245-7568
Web: <http://www.roguecc.edu>

Southwest Oregon Community College
1988 Newmark Ave
Coos Bay, OR 97420
Paul Reynolds
Phone: (541) 888-7296
Web: <http://www.socc.edu>

Tillamook Bay Community College
2510 First St.
Tillamook, OR 97141
Teri Williams (x1163)
Gretchen Power (x1101)
Phone: (503) 842-8222
Web: <http://www.tbcc.cc.or.us>

Treasure Valley Community College
650 College Blvd
Ontario OR 97914
Sheryl Kinkade
Phone: (541) 881-8822 x281
Web: <http://www.tvcc.cc.or.us>

Umpqua Community College
1140 College Road
P.O. Box 967
Roseburg, OR 97470
Jesse Morrow or Dale Pospisil
Phone: (541) 440-4678
Web: <http://www.umpqua.cc.or.us>

PUBLIC TRAINING PROVIDERS
WASHINGTON INSTITUTIONS

Bates Technical College
South Campus
2201 S. 78th St.
Tacoma, WA 98409
Pat Piper
Phone: (253) 680-7463
Web: <http://www.bates.ctc.edu>

Bellevue Community College
Fire Science Program
3000 Landerholm Circle S.E.
Bellevue, WA 98007
Phone: (425) 564-2012

Web: <http://www.bcc.ctc.edu>

Columbia Basin College
2600 N. 20th Ave.
Pasco, WA 99301
Ken Williams
Phone: (509) 946-8548
Web: <http://www.columbiabasin.edu>

Everett Community College
2000 Tower St.
Everett, WA 98201
Jeanne Kraske
Phone: (425) 388-9161
Web: <http://www.everettcc.edu>

Green River Community College
Natural Resources Program
12401 S.E. 320th St.
Auburn, WA 98092
Dick Hopkins (x4509)
Rob Sjogren (x4582)
Phone: (253) 833-9111
Web: <http://www.greenriver.edu>

Lower Columbia College
Fire Science Department
1600 Maple, P.O. Box 3010
Longview, WA 98632
Rick Atkins
Phone: (360) 442-2871
Web: <http://www.lcc.ctc.edu>

Northwest Indian College
Colville Tribal Campus
PO Box 150
Nespelem, WA 99155
Ray W Tupling
Phone: (509) 634-2631
Email: ray.tupling@colvilletribes.com

Peninsula College
Professional Technical Programs
1502 E. Lauridsen Blvd.
Port Angeles, WA 98362
Phone: (360) 452-9277
Web: <http://www.pc.ctc.edu>

Skagit Valley College
Mt. Vernon Campu
2405 E. College Way
Mt. Vernon, WA 98273
Patrick McVicker
Phone: (360) 416-7783
Web: <http://www.skagit.edu>

South Puget Sound Community College
Fire Protection Technology
2011 Mottman Rd. S.W.
Olympia, WA 98512
Phone: (360) 866-1000
Web: <http://www.spscc.ctc.edu>

Spokane Community College
Fire Science Technology
1810 N. Greene St.
Spokane, WA 99217
Cathy Shaffer
Phone: (509) 533-8037
Web: <http://www.scc.spokane.edu>

Walla Walla Community College
Fire Science Dept.
500 Tausick Way
Walla Walla, WA 99362
Brad Mason
Phone: (509) 527-4579
Web: <http://www.wbcc.edu>

Wenatchee Valley College
1300 Fifth St.
Wenatchee, WA 98801
Walter Tribbley
Phone: (509) 682-6660
Web: <http://www.wvc.edu>

EXHIBIT J –ADVANTAGES

Engine Advantages

Criteria	Attributes	Value	Importance Factor	Advantage Points
Gallons Hauled Type 6	150-225	97	2	194
	226-300	106		212
	301-399	115		230
Gallons Hauled Type 5	400-500	97	2	194
	501-625	106		212
	626-749	115		230
Gallons Hauled Type 4	750-850	97	2	194
	851-999	106		212
	1000-1200	115		230
Gallons Hauled Type 3	500-599	97	2	194
	600-749	106		212
	750-1000	115		230
Pump Performance Type 3,4,5,6	Acceptable	23.5	2	47
	Good	26.5		53
	Excellent	28		56
Age	10+ years	25	1	25
	8-9 years	26		26
	6-7 years	27		27
	4-5 years	28		28
	2-3 years	29		29
	Current Year to 1 year	30		30
Foam Proportioner System	Manually Regulated Proportioner	11	1	11
	Automatic Regulating Proportioner	12		12

Pressure and flow testing of Pumps

Testing will be conducted as close to the pump as possible using a calibrated, liquid-filled pressure gauge.

The following flows will result:

.520 diameter sharp edged orifice.

<u>Pressure</u>	<u>Flow</u>
100 psi	50 gpm
125 psi	56 gpm
150 psi	61 gpm

.716 diameter sharp edged orifice.

<u>Pressure</u>	<u>Flow</u>
250 psi	150 gpm
312.5 psi	167 gpm
375 psi	183 gpm

The resultant figures will be applied to the pump ratings as follows:

Type 3 engines

Pressure with .716 diameter sharp edged orifice installed

- 250 to 312 psi is a rating of “Acceptable”
- 312.5 to 374 psi is a rating of “Good”
- 375 psi or more is a rating of “Excellent”

Type 4, 5, 6 engines

Pressure measured with a .520 diameter sharp edged orifice installed

- 100 psi to 124 psi is a rating of “Acceptable”
- 125 psi to 149 psi is a rating of “Good”
- 150 psi or more is a rating of “Excellent”

Support Water Tender Advantages

<u>Criteria</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Gallons Hauled Type 3	1000-1499	94.5	2	189
	1500-1999	102.5		205
	2000-2499	111.5		223
Gallons Hauled Type 2	2500-2999	94.5	2	189
	3000-3499	102.5		205
	3500-3999	111.5		223
Gallons Hauled Type 1	4000-4499	94.5	2	189
	4500-4999	102.5		205
	5000 +	111.5		223
Suspension Type 1 and 2	Air Bag	23.5	2	47
	Vocational Duty	28		56
Suspension Type 3	Single Rear Axle	23.5	2	47
	Single Rear Axle with E-locker or Interlock	28		56
Age	16+ years	29	1	29
	12 years to 15 years	30		30
	8 years to 11 years	31		31
	4 years to 7 years	32		32
	Current year to 3 years	33		33
Spray Bar Configuration	Gravity F or R	13	1	13
	Gravity F & R	14		14
	Pressure F or R	15		15
	Pressure F & R	16		16

Tactical Water Tender Advantages

<u>Criteria</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Gallons Hauled Type 2	1000-1499	61.5	2	123
	1500-1999	69		138
Gallons Hauled Type 1	2000-2499	61.5	2	123
	2500 +	69		138
Monitor	None	57	1	57
	Manual	62		62
	Remote	66		66
Suspension	Air Bag	28.5	2	57
	Vocational Duty	33		66
Age	16+ years	22	1	22
	12 years to 15 years	23		23
	8 years to 11 years	24		24
	4 years to 7 years	25		25
	Current year to 3 years	26		26
Spray Bar Configuration	Gravity F or R	17	1	17
	Gravity F & R	18		18
	Pressure F or R	19		19
	Pressure F & R	20		20
Foam Proportioner System	Manually Regulated Proportioner	11	1	11
	Automatic Regulating Proportioner	12		12

EXHIBIT K –DATA SHEETS

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EXHIBIT L

N/A

EXHIBIT M - FORMS AND CHECKLISTS

This inspection form is to be used in conjunction with Optional Form 296

ENGINE INSPECTION FORM **PASS** _____ **FAIL** _____

Company Name:		Date of Inspection:		Page 1 of 3
Vehicle Id.#: (VIN#)		Odometer Reading:		
NWCG Type Engine (3-6):		Tank Capacity (gallons)		
License #:		State:		
Make:	Model:	Year:		
All Wheel Drive			Yes	No
Markings Posted on Vehicle (annotate actual postings)			Yes	No
Company Name:				
Equipment ID #:				
DOT # (if required):				
Vehicle Licensing			Satisfactory?	
			Yes	No
Vehicle meets licensing requirements, current registration				
Current DOT or CVSA inspection				
Vehicle Weight				
Manufacturers Gross Vehicle Weight:				
Manufacturers Front Axle Rating:				
Manufacturers Rear Axle Rating:				
Certified Front Axle, loaded weight:				
Certified Rear Axle, loaded weight:				
Weight Slip from a Certified Scale, loaded vehicle:				
Minimum Engine Inventory			Yes	No
1 - Live Hose Reel w/minimum of 100' of 1" hose non-collapsible 3/4" inside Diameter				
1 1/2" Hose (see table for min. quantity)				
1" Hose (see table for min. quantity)				
3/4" Hose (see table for min. quantity)				
2 - Nozzles, comb fog/straight stream, 1 1/2" NH Female				
2 - Nozzle, comb fog/straight stream, 1" NPSH Female				
1 - Nozzle, Class A Foam, 1 1/2" NH Female, minimum 20 GPM at 100 psi				
2 - Nozzle, Adjustable 3/4" Garden Hose				
20' Suction hose with strainer or screened foot valve				
3 - Shovels, size "0"				
3 - Pulaskis				
1 - Forestry, Fire Hose Clamp				
4 - Spanner wrenches, combination, 2 ea 1" & 1 1/2"				
1 - Double Male 1 1/2" NH				
1 - Double Female 1 1/2" NH				
1 - Double Male 1" NPSH				
1 - Double Female 1" NPSH				
2 - Gated Wyes, 1 1/2" NH				
2 - Gated Wyes, 1" NPSH				
1 - Gated Wyes 3/4" Garden Hose				
4 - Reducers, 1 1/2" NH Female to 1" NPSH Male				
1 - Reducer 1" NPSH to 3/4" Garden Hose				
2 - Adapters 1 1/2" NH Female to 1 1/2" NPSH Male				
2 - Adapters 1 1/2" NPSH Female to 1 1/2" NH Male				
1 - Mop-Up Wand 3/4" Receptor w/ 3/4" Nozzle Tip				
5 - Inline Ball Valves 3/4"				

Engine Inspection Form (continued)

Company Name:		Date of Inspection:		Equipment ID #	
Minimum Engine Inventory - continued				Yes	No
2 - Backpack pumps					
1 Gallon Container for drinking water					
1 - First Aid Kit (5 person)					
3 - Headlamps w/Batteries and Hardhat Attachment					
10 - Fusee's (fire starter)					
3 - Mill Bastard Files					
3 - Line Gear (Day Pack)					
Specific Requirements				Yes	No
1 ea. - Saw with fuel (3.0 cubic in. min w/18" bar, chaps, hearing protection gas/oil, and accessories (OSHA Approved Fuel Containers)					
2 ea. - Programmable Radio's at least one must be hand held with 2 additional batteries & Programming Cable (Narrow Band Compliant)					
Additional Vehicle Safety Items (Minimum Requirements)				Yes	No
Reflective Triangles, bi-directional, set of 3					
Fire Extinguisher, 1 rated at 2A 10BC or better					
2 - each Wheel chocks (see Definitions)					
Seat Belts for all Passengers					
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)					
Personal Protective Equipment				Yes	No
Fire Shelter	Nomex shirt/pants	Hardhat	Gloves	Boots	
Pump Accessories (If Pump Powered by Auxiliary Engine)				Yes	No
Wrench, Adjustable 10"					
Wrench, Spark Plug (Unless adjustable wrench is suitable)					
1 Pliers (Slip Joint)					
2 Qts. Crankcase Oil					
1 Screwdriver (Standard Blade)					
1 Screwdriver (Phillips)					
1 Spare Starter Rope (If Required)					
1 Grease Gun with Grease					
Spark Plugs (Sufficient to replace all plugs on auxiliary pump)					
Compressed Air Foam System (CAFS)				Yes	No
Actual Compressor Rating (cubic feet per minute)					
Foam Proportioner System (check one)		Manually Regulated Proportioner _____		Automatic Regulating Proportioner _____	
Amount of foam carried on engine in gallons: (min. 5 gal.)					
Water Tank Firmly Attached to Frame or structurally sound flat bed				Yes	No
1 ea 1 1/2" discharge valve full flow, rapid shut off					
Tank meets baffling requirements specified in D.2.1.2					
Pump Type (check one)		Auxiliary _____		PTO _____	
Actual Pump PSI _____ CHECK ONE: Acceptable _____ Good _____ Excellent _____					
				Yes	No
Draft from 10 feet vertical through suction hose with foot valve					
Pump and roll capacity					
Fuel to operate pump (min. 12 hours) in DOT approved container					
Vehicle Tires					
Tire load ratings in accordance with vehicle GVWR					
All season mud and snow tread with minimum 4/32" tread steering axle; 2/32" rear					
Vehicles with 4-wheel drive must have mud and snow tread on all wheels					
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32" tread					

ENGINE INSPECTION FORM (continued)

<u>Company Name:</u>	<u>Date of Inspection:</u>	<u>Equipment ID #</u>
<u>Name of Contractor (type or print)</u>	<u>Signature of Contractor</u>	<u>Date</u>
<u>Name of Inspector (type or print)</u>	<u>Signature of Inspector</u>	<u>Date</u>

<u>Inspectors' Agency</u>	<u>Inspectors' Phone #</u>
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Remarks: (document all items that fail inspection)

Pressure and Flow Testing of Pumps - Refer to Exhibit J

Type 3 engines

Pressure with .716 diameter sharp edged orifice installed

- 250 to 312 psi is a rating of "Acceptable"
- 312.5 to 374 psi is a rating of "Good"
- 375 psi or more is a rating of "Excellent"

Type 4, 5, 6 engines

Pressure with a .520 diameter sharp edged orifice installed

- 100 psi to 124 psi is a rating of "Acceptable"
- 125 psi to 149 psi is a rating of "Good"
- 150 psi or more is a rating of "Excellent"

COMPONENTS	WILDLAND ENGINES			
	3	4	5	6
PUMP RATING				
Minimum flow (GPM)	150	50	50	50
@ Rated pressure (PSI)	250	100	100	100
Tank Capacity (GAL)				
MIN	500	750	400	150
MAX	1500	1500	749	399
Hose (feet)				
1 1/2 inch	1000	300	300	300
1 inch	500	300	300	300
3/4 inch Garden Hose	300	300	300	300
Live Hose Reel 3/4" ID	100	100	100	100
Pump and Roll	Yes	Yes	Yes	Yes
Foam Proportioner System	Yes	Yes	Yes	Yes
Maximum GVWR (lbs.)	-	-	26,000	19,500
Personnel Required	3	3	3	3

CHAINSAW AND CHAINSAW KIT INSPECTION CHECKLIST
(Wildland Engines Only)

(Minimum Engine Power required is 3.0 cubic inches)

MANUFACTURER _____

Model Number: _____ Serial Number: _____

CHAINSAW:	YES	NO
No Visible parts broken		
All visible nuts and bolts tight		
Oil in chain oil reservoir		
Proper Exhaust system and spark arrester		
Started and checked the engine, idles evenly, runs smoothly, satisfactory power; on/off kill switch works		
Guide Bar is at the minimum of 18 inches and not bent or damaged		
Pull rope functions properly		
Chain brake works properly		
CHAINSAW KIT:		
1 CHAINSAW KIT BAG OR BOX TO STORE COMPLEMENT		
1 Combination Bar/Sparkplug wrench		
1 SPARE SPARK PLUG to fit saw		
1 PINT OF SPARE ENGINE OIL FOR ENGINE FUEL MIXTURE		
1 PAIR OF WRAP AROUND LEG SAFETY CHAPS - OSHA APPROVED		
1 EXTRA CHAIN TO FIT SAW-BAR COMBO		
1 CHAIN FILE		
1 FELLING AXE		
1 FELLING WEDGE		
1 - OSHA APPROVED FUEL CONTAINER TO HOLD CHAINSAW FUEL AND GUIDE BAR OIL PROPERLY SECURED ON VEHICLE		
2 SETS EAR PLUGS		

Contractor is required to have both the chainsaw and the OSHA approved containers full of proper fuel mixture and oil at the time of the inspection.

This inspection form is to be used in conjunction with Optional Form 296

SUPPORT WATER TENDER INSPECTION FORM

PASS ____ FAIL ____

Company Name:		Date:	
Vehicle Identification		Odometer Reading:	
NWCG Type Support Water Tender (1-3):		Allowable Tank Capacity (gallons)	
VIN #:			
License #:		State:	
Make:		Model:	Year:
All Wheel Drive		Yes	No
Markings Posted on Vehicle (annotate actual posting)		Yes	No
Company Name:			
Equipment ID #:			
DOT # (if required):			
Vehicle Licensing		Yes	No
Vehicle meets licensing requirements			
Current DOT or CVSA inspection			
Vehicle Weight			
Manufacturers Gross Vehicle Weight:			
Manufacturers Front Axle Rating:			
Manufacturers Rear Axle Rating:			
Certified Front Axle, loaded weight:			
Certified Rear Axle, loaded weight:			
Weight Slip from a Certified Scale, loaded vehicle:			
Minimum Tender Inventory		Satisfactory?	
		Yes	No
1 - Handheld Programmable Radio			
1 - Nozzles, comb fog/straight stream, 1 1/2" NH Female			
1 - Reducer, 1 1/2" NH female to 1" NPSH Male			
1 - Shovels, size 0 or 1			
1 - Pulaskis			
1 - Spanner Wrench, combination 1 1/2" to 2 1/2"			
1 - Adjustable Hydrant Wrench			
2 - Adapters 1 1/2" NPSH Female to 1 1/2" NH Male			
2 - Adapters 1 1/2" NH Female to 1 1/2" NPSH Male			
2 - Reducers 2 1/2" NH Female to 1 1/2" NH Male			
1 - Double Male 1 1/2" NH			
1 - Double Female 1 1/2" NH			
1 - Gated Wye 1 1/2" NH			
1 - Fire Hose Clamp 2 1/2"			
100' - 1 1/2" cotton/synthetic hose NH thread			
50' - 2 1/2" cotton/synthetic hose NH thread			
GPM of Pump (complete appropriate block w/actual GPM)			
PTO		Auxiliary	
Fuel to operate pump for 12 hours (If Auxiliary Pump)		Yes	No
20' Suction hose with strainer or screened foot valve		Yes	No
Discharge Outlets			
1 - 2 1/2" NH		Yes	No
2 - 1 1/2" NH		Yes	No
Suspension, Type 1 and 2 (check one)		Air Bag _____	Vocational Duty _____ 2-axle _____ 3-axle _____
Suspension, Type 3 (check one)		Single Rear Axle _____	Single Rear Axle with E-Locker or Interlock _____
Spray Bar Configuration (Circle one)			
Gravity Front or Rear	Gravity Front and Rear	Pressure Front or Rear	Pressure Front and Rear

SUPPORT WATER TENDER INSPECTION FORM

Company Name:		Date:	Equipment ID #	
Additional Vehicle Items (Minimum Requirements)			Satisfactory?	
			Yes	No
Reflective Triangles, bi-directional, set of 3				
Fire Extinguisher, 1 rated at 2A 10BC or better				
1 - First Aid Kit (5 person)				
2 - each Wheel chocks (see Definitions)				
1 - each Portable Hand Lights				
Seat Belt for all passengers				
Minimum 4" Dump Valve at bottom of tank (min. 34" from ground)				
Tank meets baffling requirements specified in D.2.1.2				
Vehicle				
			Yes	No
Tires minimum 4/32" tread steering axle, 2/32" rear				
Tire load ratings in accordance with vehicle GVWR				
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32" tread			Not required	
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)				
Personal Protective Equipment (check all inventoried)				
Fire Shelter	Nomex shirt/pants	Hardhat	Gloves	Boots
Name of Contractor (type or print)		Signature of Contractor		Date
Name of Inspector (type or print)		Signature of Inspector		Date
Inspectors' Agency			Inspector's Phone #	
Remarks: (document all failed items)				

TYPE	MINIMUM STANDARDS SUPPORT WATER TENDERS		
	1	2	3
REQUIREMENTS			
Tank Capacity (gallons)			
Minimum	4000	2500	1000
Maximum	NONE	3999	2499
Pump Minimum Flow (gpm)	300	200	200
@ rated pressure (psi)	50	50	50
Spray Bar or Equivalent	Yes	Yes	Yes
Maximum Refill Time (minutes)	30	20	15
Drafting Capabilities MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes	Yes
Personnel (minimum)	1	1	1

This inspection form is to be used in conjunction with Optional Form 296

TACTICAL WATER TENDER INSPECTION FORM

PASS ____ FAIL ____

Company Name:		Date:	
Vehicle Identification		Odometer Reading:	
NWCG Type Tactical Water Tender (1-2):		Allowable Tank Capacity (gallons)	
VIN #:			
License #:		State:	
Make:	Model:	Year:	
All Wheel Drive		Yes	No
Markings Posted on Vehicle (annotate actual posting)		Yes	No
Company Name:			
Equipment ID #:			
DOT # (if required):			
Vehicle Licensing		Yes	No
Vehicle meets licensing requirements			
Current DOT or CVSA inspection			
Vehicle Weight			
Manufacturers Gross Vehicle Weight:			
Manufacturers Front Axle Rating:			
Manufacturers Rear Axle Rating:			
Certified Front Axle, loaded weight:			
Certified Rear Axle, loaded weight:			
Weight Slip from a Certified Scale, loaded vehicle:			
Minimum Tender Inventory		Satisfactory?	
		Yes	No
1 - live Hose Reel min. 100' of 1" hose non-collapsible w/3/4" inside diameter			
1 - Handheld Programmable Radio			
1 - Nozzle, comb fog/straight stream, 1 1/2" NH Female			
1 - Nozzle, Class A Foam, 1 1/2" NH Female, minimum 20 GPM at 100 psi			
2 - Shovels, size 0 or 1			
2 - Pulaskis			
1 - Spanner Wrench, combination 1 1/2" to 2 1/2"			
1 - Adjustable Hydrant Wrench			
2 - Adapters 1 1/2" NPSH Female to 1 1/2" NH Male			
2 - Adapters 1 1/2" NH Female to 1 1/2" NPSH Male			
2 - Reducers 2 1/2" NH Female to 1 1/2" NH Male			
1 - Reducer, 1 1/2" NH female to 1" NPSH Male			
1 - Double Male 1 1/2" NH			
1 - Double Female 1 1/2" NH			
1 - Gated Wye 1 1/2" NH			
1 - Fire Hose Clamp 2 1/2"			
200' - 1 1/2" cotton/synthetic hose NH thread			
50' - 2 1/2" cotton/synthetic hose NH thread			
10- Fusee's (fire starter)			
2 - Line Gear (Day Pack)			
GPM of Pump (complete appropriate block with actual GPM)			
PTO		Auxiliary	
Fuel to operate pump for 12 hours (If Auxiliary Pump)		Yes	No
20' Suction hose with strainer or screened foot valve		Yes	No
Pressurized Discharge Outlets			
1 - 2 1/2" NH		Yes	No
2 - 1 1/2" NH		Yes	No
Foam Proportioner System (check one)	Manually Regulated Proportioner _____	Automatic Regulating Proportioner _____	
Amount of Foam on Tender (min. 5 gal)			

TACTICAL WATER TENDER INSPECTION FORM (continued)

Company Name:		Date:		Equipment ID #		
Monitor (circle one)		Manual		Remote		
None						
Suspension (check one)		Air Bag _____		Vocational Duty _____		
		2-axle _____		3-axle _____		
Spray Bar Configuration (Circle one)						
Gravity Front or Rear		Gravity Front and Rear		Pressure Front or Rear		
				Pressure Front and Rear		
Additional Vehicle Items (Minimum Requirements)					Satisfactory?	
					Yes	
					No	
Reflective Triangles, bi-directional, set of 3						
Fire Extinguisher, 1 rated at 2A 10BC or better						
1 - First Aid Kit (5 person)						
2 - each Wheel chocks (see Definitions)						
1 - each Portable Hand Lights						
Seat Belt for all passengers						
Minimum 4" Dump Valve at bottom of tank (min. 34" from ground)						
Tank meets baffling requirements specified in D.2.1.2						
2 1/2" valve at bottom of tank with NH hose threads						
Vehicle						
All wheel drive (circle one) 4-wheel drive must have mud and snow tread on all wheels					Yes	
					No	
Tires minimum 4/32" tread steering axle; 2/32" rear						
Tire load ratings in accordance with vehicle GVWR						
Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32" tread						
Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)						
Personal Protective Equipment					Yes	
					No	
Fire Shelter		Nomex shirt/pants		Hardhat		
				Gloves		
				Boots		
Name of Contractor (type or print)			Signature of Contractor			Date
Name of Inspector (type or print)			Signature of Inspector			Date
Inspectors' Agency				Inspector's Phone #		
Remarks: (document all failed items)						

MINIMUM STANDARDS TACTICAL WATER TENDERS		
TYPE	1	2
REQUIREMENTS		
Tank Capacity (gallons)		
Minimum	2000	1000
Maximum	NONE	1999
Pump Minimum Flow (gpm)	250	250
@ rated pressure (psi)	150	150
Hose (feet)	100	100
Live Hose Reel 3/4" ID		
Spray Bar or Equivalent	Yes	Yes
Pump and Roll	Yes	Yes
Foam Proportioner System	Yes	Yes
Drafting Capabilities - MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes
Personnel (minimum)	2	2

EXHIBIT N – QUALIFICATIONS

WILDLAND FIRE PERSONNEL QUALIFICATION REQUIREMENTS

I. Purpose:

The purpose of this exhibit is to define the qualifications a Contractor's employee must have before the employee can be certified in each Incident Command System (ICS) position required under these Agreements. Table 1, below, shows the sequence in approximate time to complete the training and experience requirements to become certified in each position covered by this agreement.

II. Scope:

The qualifications defined are for the ICS positions of Single Resource Boss-Crew (ENGB); Advanced Firefighter/Squad Boss (FFT1); Firefighter (FFT2); and Support Water Tender Operator.

III. Position Qualifications Standards:

A. SINGLE RESOURCE BOSS-ENGINE (ENGB)

1. REQUIRED TRAINING

Intermediate Fire Behavior (S-290)
Crew Boss (S-230) NOTE: Required of all ENGBs certified after Dec. 31, 2002.
Annual Fireline Safety Refresher (RT-130)

2. ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Basic ICS (I-200)
Interagency Business Management (S-260)
Engine Boss (S-231)
Firing Methods and Procedures (S-234)
Basic Air Operations (S-270)
Followership to Leadership (L-280)

3. EXPERIENCE

Satisfactory performance for a total of fifteen (15) operational periods on three (3) separate wildland fire incidents as a Advanced Firefighter/Squad Boss (FFT1). After the FFT1 has completed this experience requirement they may be considered for becoming a Trainee ENGB.

AND

Satisfactory position performance as a Single Resource Boss - Engine (ENGB) on a wildland fire incident.

4. PHYSICAL FITNESS Arduous

5. ONCE CERTIFIED AS ENGB, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION

Any Single Resource Boss (Dozer, Crew, Felling, Tractor/Plow, Helicopter, Firing)
Any higher position for which this position is a prerequisite

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

B. ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

1. **REQUIRED TRAINING**

Advanced Firefighter Training (S-131)
Look Up, Look Down, Look Around (S-133) NOTE; Required after 1/06 for FFT1
Annual Fireline Safety Refresher (RT-130)

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 a Firefighter (FFT2). After the FFT2 has completed this experience requirement they may be considered for becoming a Trainee FFT1.

AND

Satisfactory performance for a total of fifteen (15) operational periods on three (3) separate wildland fire incidents as an Advanced Firefighter/Squad Boss (FFT1) Trainee on a wildland fire incident.

4. **PHYSICAL FITNESS** Arduous

5. **ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION**

Any higher position for which this position is a prerequisite.

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

C. FIREFIGHTER (FFT2)

1. **REQUIRED TRAINING**

Firefighter Training (S-130)
Introduction to Fire Behavior (S-190)
Introduction to ICS (I-100)
Human Factors on the Fireline (L-180) NOTE: Required after 1/06 for FFT2
Annual Fireline Safety Refresher (RT-130) NOTE: Not Required with first year FFT2

2. The FFT2 position does not require completion of the FFT2 Position Task Book.

3. **EXPERIENCE** None

4. **PHYSICAL FITNESS** Arduous

5. **ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THAT CERTIFICATION**

None (Only FFT2)

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

D. SUPPORT WATER TENDER OPERATOR

1. **REQUIRED TRAINING**

Annual Fireline Safety Refresher (RT-130)

2. EXPERIENCE None

E. SEQUENCE FOR ENGINE PERSONNEL:

TABLE 1. SEQUENCE FOR POSITION CERTIFICATION

<p>Firefighter FFT2</p>	<ol style="list-style-type: none"> 1. Complete S-130/S-190/I-100/L-180 training. 2. Pass work capacity fitness test (pack test). 3. Become certified as an FFT2. 4. Work a wildfire incident. This meets requirement for satisfactory performance as a FFT2. 5. Eligible to be considered for FFT1 Trainee once #1 through #4 above are met.
<p>Advanced Firefighter/ Squad Boss</p>	<ol style="list-style-type: none"> 1. Complete S-131/S-133. 2. FFT1 task book is issued following S-131/S-133 training making the firefighter an FFT1 Trainee. 3. Complete Annual Fireline Safety Refresher (RT-130) training prior to next season. 4. Pass work capacity fitness test (pack test) prior to next season. 5. As an FFT1 Trainee, work on wildfire incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1. 6. Become certified as an FFT1. 7. Work on wildfire incidents. This meets requirement for satisfactory performance as a FFT1/Squad Boss. 8. Eligible to be considered for ENGB Trainee once #1 through #7 above are met.
<p>Single Resource Boss Engine (ENGB)</p>	<ol style="list-style-type: none"> 1. Complete S-230 / S-290. 2. ENGB task book is issued following S-230 & S-290 training making the firefighter an ENGB Trainee. 3. Complete Annual Fireline Safety Refresher (RT-130) training prior to next fire season. 4. Pass work capacity fitness test (pack test) prior to next fire season. 5. As an ENGB Trainee, work on wildfire incidents and complete the ENGB task book. This meets requirement for satisfactory position performance as an ENGB. 6. Become certified as an ENGB.

- NOTE:
1. A firefighter may work on only one task book at a time
 2. All required prerequisite experience must be completed before the firefighter can begin working on the task book for the next higher position.

WATER HANDLING CONTRACTOR RECORDS FORMAT & VERIFICATION FORM

A. EMPLOYEE FILE SYSTEM CREATION AND MAINTENANCE

The **ENGINE and/or WATER TENDER CONTRACTOR** (Vendor) shall maintain a file system which will contain the employee's training, certification (PTB and evaluation), current position qualification and next higher training position, wildfire/prescribed fire experience records, and fire assignment documents (i.e., assignment evaluations, etc.).

It is further recommended that a position-progressive format be maintained for each employee. In other words, an employee can not move from FFT-2 qualified to ENGB. Records must show, from the most recent to the first over time, that the individual has been trained and has performed each qualifying requirement in sequence to reach certification of the individual's current qualification status.

The file must be maintained in such a manner that easy verification and/or inspection can be accomplished when required. This file configuration meets inspection requirements for the Engine/Tender Agreements.

Following is a manual file system that can be implemented at each **CONTRACTOR** office. For the purpose of the Interagency Engine and Tender Agreement, the only elements that will be recorded are employee payroll name, **ENGINE and/or WATER TENDER CONTRACTOR** Company name and fire qualifications. The **ENGINE and/or WATER TENDER CONTRACTOR** will maintain a file system which will contain the employee's training, certification (PTB and evaluation), current position qualification and next higher training position, and wildfire/prescribed fire experience records, and fire assignment documents (i.e., assignment evaluations, etc.).

B. RECORD SYSTEM CONTENT

Section 1 – Employee Information:

- Employee payroll name
- Last 4 digits of employee's Social Security Number

Section 2 - Employee Qualification and Certification Verification Summary:

- This should be a form that summarizes the employee's complete history for wildfire training, task book completion and incident experience. (see sample Employee Training and Qualification Summary Form below)

Section 3 – Position Task Books: This section contains specific documentation of all applicable position task books.

- Highest ICS level PTB on top followed by progressively lower level PTBs.
- Completed PTBs and PTBs in progress should all be kept in this section of the file.
- All PTBs must include all pages.
- The PTB on file may be the original or a copy.

Section 4 – Training Record: This section contains specific documentation of all wildfire training.

- Record of formal classroom training and support documentation (i.e., certificates, etc.)
- FFT2 files, as a minimum, must have a copy of the S-130 and S-190 basic firefighter training course certificate, signed by a recognized instructor. L-180 is required for FFT2s beginning in 1/06.
- FFT1 files, as a minimum, must have everything a FFT2 file has plus a training certificate, signed by a recognized instructor. S-131/S-133 are required for FFT1s beginning in 1/06.
- ENGB files, as a minimum, must have everything a FFT1 file has plus training certificates, signed by a recognized instructor, from both S-230 and S-290.
- WTOP files, as a minimum, must have a copy of the S-130 and S-190 basic firefighter training certificates.
- All returning firefighters (FFT2, FFT1, and ENGB) must have a copy of the course roster or certificate that contains their name, signed by a recognized instructor, from the current year's Annual Fireline Safety Refresher Training (RT-130) session they have attended.

Section 5 – Incident Experience: This section contains specific documentation of all wildfire and prescribed fire assignments including Training and Position Evaluation Assignments.

- Documents in this section should be sorted by position with the highest level on top and lowest level on the bottom.

- The first (top) document in this section should be the employee's Incident Assignment History. (See sample form below.)
- Readable copies of any Incident Crew Evaluations (ICS – 224) completed by **ENGINE and/or WATER TENDER CONTRACTOR'S** and **GOVERNMENT** evaluators.
- Readable copies of incident shift tickets from crews should be kept showing that the employee as a FFT2, FFT1 and/or ENGB. For incident assignments lasting longer than five (5) operational periods, only the first five day's and the last day's shift tickets need to be kept in the file.

Section 6 – Physical Work Capacity Fitness Test: This section contains specific documentation of all fitness tests taken and passed.

- All files must have a pack test roster or similar document that contains their name, signed by the test administrator, from the current year and any previous year pack tests they have taken and passed.
- The document must show the test's location, date taken, level of the test and the time it took the individual to complete the test.

Refer to the next two pages for copies of the Incident Assignment History Record and Employee Training and Qualification Summary Form.

INDIVIDUAL EMPLOYEE TRAINING VERIFICATION FORM
Interagency Water Handling Agreement

Employee Name: Government Issued Photo Identification Verified (e.g. Drivers License, Passport, etc.) _____ If CDL with Tank Endorsement Required verify; Y____ N_____ Medical Certificate if Required, verify; Y____ N_____ PACK TEST Arduous or Light (circle as appropriate) Time_____ Date_____	Qualified ICS Position:
Contractor/Company:	Hiring Date:

WILDLAND FIRE COURSES & POSITION TASK BOOKS COMPLETED
 (Certification of Training Must Be In Employee's Training File)

ICS Position	Required Course/PTB	Month & Year Of Training Or PTB Completed	Instructor, Institution or PTB Certifier	Location &/or Phone # of Instructor, Institution or Certifier
Firefighter II	S-130			
	S-190			
	I-100			
	L-180 (1/06+)			
Firefighter I	S-131			
	S-133 (1/06+)			
	PTB			
ENGB	S-230			
	S-290			
	PTB			
All Positions (Support Water Tender, FFT2, FFT1 & ENGB)	IS-700a			
All Positions (Support Water Tender, FFT2, FFT1 & ENGB) *Required Annually	RT-130 Annual Fireline Safety Refresher			

Wildland Fire Experience
 (List the Previous 5 Years Wildland Fire Experience)

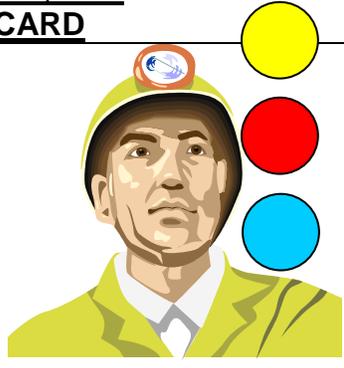
YEAR	POSITION	INCIDENT NAME	LOCATION (City & Agency)	Fire Size (Acres)	Number of Days Worked

Signature of Contractor (or representative)	Contractor/Representative (Print Name)	Phone Number	Date of Submission
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Incident Identification/Qualification Card

EXAMPLE INCIDENT IDENTIFICATION / QUALIFICATION CARD

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

<u>JONES CONTRACTING, INC.</u> <u>IDENTIFICATION CARD</u>	
Name:	
Employee Number:	
(Pack Test level)	
Language Evaluation (SLE/SLS)	
CRWB 10-07-02 ENGB 06-10-03	

CARD IDENTIFIER COLOR CODE (shown in example as dots):

- YELLOW** For employees with LESS THAN ONE SEASON
- RED** For employees with ONE SEASON OR MORE
- BLUE** For SUPERVISORY employees (ENGB, FFT1, CRWB, STCR, STEN, ICT5)

BACK OF CARD

MOU Provider Name		
PO Box 1234 Anywhere, OR 97111 541-555-1234		
Additional Skills		Additional Positions
Sawyer 05-12-96		FFT1 08-20-00
Certified Class B Faller 10-12-98		FFT2 05-24-99
Driver Training 05-03-00		
EMT/FIRST AID/CPR 06-10-07		
Owner Signature	Issue date	
Verification by (signature)	(date)	(Affiliation)
Verification by (signature)	(date)	(Affiliation)

EXHIBIT O – QUALIFICATIONS

TRAINING AND QUALIFICATIONS REQUIREMENTS FOR NON-NWCG ENTITIES

NWCG Standard Wildland and Prescribed Fire Agreement Provisions

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

Minimum Qualifications

By signing this agreement or contract, the CONTRACTOR certifies that all employees hired by CONTRACTOR and employed in firefighting or prescribed fire operations meet the minimum qualification requirements pursuant to the following categories and defined by the Wildland Fire Qualification System Guide (PMS 310-1).

<http://www.nwcg.gov/pms/pubs/PMS310-1.pdf> Position qualification requirements are included in this section.

Engine Crews

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

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

Proof of Qualifications

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

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

The certification card must be signed by the Certifying Official (Contractor or MOU Training Provider), which validates the contractor or contractor's employee(s) qualifications. The CONTRACTOR must maintain all documentation (training certificates, performance evaluations, proof of work capacity testing, and completed position task books) that supports qualifications.

The GOVERNMENT is not responsible for certifying or maintaining qualification records for contractors or contractor's employee(s); however, it is the Government's responsibility to validate the training and qualification records of vendor personnel periodically. The certification card will be in the possession of each employee while assigned. The

CONTRACTOR or their representative must also have a copy of this certification while assigned.

Training Requirements

- A. In addition to the training requirements defined by the 310-1, the CONTRACTOR shall ensure that all employees receive Annual Fireline Safety Refresher Training (RT-130). This training will include, at a minimum, “Standards for Survival,” and “Your Fire Shelter” (2001 Pamphlet and Video) and refresher courses.
<http://www.nifc.gov/wfstar/index.htm>

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

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

Position Performance Assignments

Position Task Books

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

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

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

Record Keeping

A. Contractor Responsibilities:

The CONTRACTOR shall maintain a complete set of training and experience records for each employee. Training and experience records for employees separated from the company will be maintained for a minimum of three years from the date of separation. Training and experience records will, at a minimum, include course certificates required as a prerequisite for the position employee is occupying, task books for each employee, showing proof of final evaluation and certification by contractor or MOU Training Provider, Annual Fireline Safety Refresher Training (RT-130) documentation, and work capacity test records, and applicable performance evaluations

The CONTRACTOR will maintain employee training, performance evaluations and experience records, including records and certification cards for workers that are hired

subsequent to receiving a dispatch order, in such a manner that they can be easily obtained and available for inspection at any time during the Agreement period.

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

B. Government Responsibilities

Contracting Officer may review the contractor's certification records for all employees prior to agreement award. The Contracting Officer may request employee training and experience records prior to award during spring inspections. The government reserves the right to review records and evaluate contractor employee's qualifications at any time during the agreement period.