



**2013 INTERAGENCY FIREFIGHTING CREW AGREEMENT  
CONDENSED SPECIFICATIONS FOR ICPIs**  
(Prepared 03/16/2015)

**Table of Contents**

**Page**

<b>Migrant and Seasonal Agricultural Worker Protection Act</b>	<b>3</b>
<b>Zero Tolerance Policy</b>	<b>3</b>
<b>Exhibit A – Definitions</b>	<b>3-6</b>
<b>Exhibit B – Crew Composition</b>	<b>7</b>
<b>B 3.1.2 – Annual Refresher Training</b>	<b>7</b>
<b>B 3.2 – Annual Incident Qualification Card (IQC)</b>	<b>7-9</b>
<b>B 3.3 – Pack Tests</b>	<b>8</b>
<b>B 5.0 – English Speaking Requirement Evaluation Process</b>	<b>8-12</b>
<b>Exhibit C – Compensation – Rates</b>	<b>13</b>
<b>C 2.0 – Severity/Preparedness Assignments</b>	<b>13</b>
<b>C 3.0 – Meal Periods</b>	<b>13</b>
<b>C 4.0 – Travel Time</b>	<b>13-14</b>
<b>C 5.0 – Subsistence</b>	<b>14</b>
<b>C 6.0 – Shift Guarantee, Shift Briefing, Call Back, Noxious Weed Cleaning</b>	<b>15</b>
<b>C 7.0 – Record Keeping – Time Reports</b>	<b>15</b>
<b>Exhibit D – Dispatch, Work-Rest, Demobilization</b>	<b>15</b>
<b>D 1.0 – Designated Dispatch Location</b>	<b>15</b>
<b>D 4.0 – Dispatch and Assembly Process</b>	<b>15-16</b>
<b>D 4.9 – Contract &amp; Crew Representative</b>	<b>16</b>
<b>D 5.0 – Travel to Incident Reporting Location</b>	<b>16</b>
<b>D 6.0 – Actions Upon Reporting to Incident</b>	<b>16-17</b>
<b>D 7.0 – Work/Rest</b>	<b>17-18</b>
<b>D 8.0 – Demobilization</b>	<b>18</b>
<b>D 9.0 – Out of Area Mobilization</b>	<b>19</b>
<b>Hand Crew Manifest Form – Example</b>	<b>20</b>
<b>Exhibit E – Record Keeping – Trainees</b>	<b>21</b>
<b>Exhibit F – Equipment – General Provisions</b>	<b>21</b>
<b>F 2.0 – Vehicle Requirements</b>	<b>21-22</b>
<b>F 3.0 – Personal Protective Equipment</b>	<b>22-23</b>
<b>F 4.0 – Miscellaneous – Chainsaws, Hand Tools, Radios, First Aid Supplies</b>	<b>23-24</b>
<b>F 5.0 – Government Supply – Accountable/Durable Property, Consumable Goods</b>	<b>24</b>
<b>Exhibit H – Administration – Role of the PCSU</b>	<b>24</b>
<b>H 2.0 – Preliminary Assessment of Evaluation or Complaint</b>	<b>24-25</b>
<b>Exhibit K - FAR Clauses applicable to ICPI &amp; CRNW: Camping Provisions for Labor Intensive Contracts</b>	<b>25-26</b>
<b>Forms – Hand Crew Manifest     Crew Performance Rating &amp; Instructions     Interagency Crew Agreement Inspection Form</b>	<b>27-32</b>

## **Migrant and Seasonal Agricultural Worker Protection Act**

**10.1.3 Contractor** must comply with the requirements of The Migrant and Seasonal Agricultural Worker Protection Act (**MSPA**) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR500). This law requires any employer who hires or anticipates hiring **Crew Members** subject to **MSPA** to (a) obtain a **MSPA** registration number, and (b) provide licensed **MSPA** drivers. At all times during the **Term of the Agreement**, **Contractor** shall maintain in full force and effect required **MSPA** certification. **Contractor** must provide a photocopy of the vehicle certificate to the **Administering Agency**, and provide evidence of compliance with the Act upon request by a representative of any **Government** entity.

## **Zero Tolerance Policy**

- 10.4 PROHIBITION OF DRUGS, AND ALCOHOL** - **Contractor** and **Contractor's Crew Members** are prohibited from engaging in the manufacture, distribution, dispensing, possession or use of controlled substances or alcohol (a) while on **Government Property**, or (b) while in fire camp, or (c) **Under Hire**, or (d) at any time while providing **Services** under this **Agreement**.
- 10.5 PROHIBITION OF DANGEROUS WEAPONS** - The possession of firearms or other dangerous weapons (as defined in 18 USC 930 (g) (2)) is prohibited at all times (a) while on **Government Property**, or (b) while in fire camp, (c) **Under Hire**, or (d) at any time while providing **Services** under this **Agreement**. The term "dangerous weapon" does not include a pocket knife with a blade less than 2 ½ inches in length or a multi-purpose tool.
- 10.6 DRUG FREE WORKPLACE** – **Contractor** shall comply with the provisions of Federal Acquisition Regulation (FAR) clause 52.223-6 (Drug Free Work Place [May 2001]).
- 10.7 HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE** – **Contractor** shall ensure that all **Crew Members** conduct themselves so as to ensure the maintenance of 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 unacceptable conduct and will not be tolerated.

## **Exhibit A – Definitions**

Unless otherwise provided in the **Agreement**, the following terms have the meanings set forth below.

**“Accountable Property”** means **Government** owned items with a purchase price of \$5,000 or more, or items that **Government** considers sensitive (e.g., cameras, chain saws). This **Accountable Property** is generally tagged with a **Government** identification number.

**“Administering Agency”** means the State of Oregon acting by and through the Oregon Department of Forestry for and on behalf of the **Government** entities and the **Protective Associations** with respect to the administration of the **Agreement**.

**“Agency Administrator”** or **“AA”** means the **Government** administrator that manages the land and **Resources** on their organizational unit according to the established land management plan.

**“Agreement”** means the **Agreement** awarded to a Proposer as a result of the Request for Proposal for the Interagency Firefighting **Crew Agreement**. The **Agreement** constitutes the entire agreement between the **Contractor** and **ODF** as stated in Section 6.1 of the **Agreement**.

**“Assembly”** means a gathering of entire **Crew** to inspect **Crew Members’** identification, **Equipment** and vehicles.

**“Authorized Company Representative”** means the person(s), other than the company owner, authorized to submit, approve, and sign contracts, agreements, certificates and other binding documents on the company's behalf.

**“Best Value Ranking”** means the process of evaluating the performance factors, pricing and other aspects of service and product quality in accordance with the evaluation criteria set out in the **Agreement** to arrive at the greatest overall benefit to the **Government**.

**“BOLI”** means the Oregon Bureau of Labor and Industries.

**“Business Days”** means Monday through Friday of each week excluding holidays.

**“Certifying Authority”** means the **Contractor** or its designee who is responsible for all training, safety and employer requirements for **Crew Members**.

**“Company Manifest”** means the roster of all firefighters that **Contractor** will use to provide **Services** under this **Agreement**. The **Company Manifest** shall be in the format as specified by **Administering Agency**.

**“Confirmed”** means the condition or status that exists when a **Government** determines that all of the following conditions are met: 1) **Crew(s)** ordered are Available; 2) agreement between **Government** and **Contractor** has been reached on time to start working and on estimated time of arrival at the **Incident**; 3) the **Crew** is specifically identified; and 4) **Government** assigns a **Resource Order** Request number and project number for a dispatch.

**“Consumable Goods”** means **Government-owned** or **Contractor-owned** items normally expected to be completely consumed or used at the **Incident** (e.g., batteries, meals ready to eat (MRE’s), and petroleum products).

**“Contract Rate”** means the rates set forth in **C 1.0**.

**“Contractor”** means the entity that is a party to this **Agreement** for the provision of **Services** under the terms and conditions of this **Agreement**.

**“Contractor Resources”** or **“Resources”** means “the **Crews**, **Strike Teams** and **Strike Team Leaders** together with all supervision, **Equipment**, supplies and transportation required to perform the **Services** pursuant to the **Agreement**.”

**“Crew”** means either or all of, (a) **Crew - Type 2 20-person**, or (b) **Crew - Type 2 10-person**, or (c) **Strike Team**.

**“Crew - Type 2 20-person”** means a firefighting unit consisting of 16 Firefighter Type 2 (FFT2), 3 Advanced Firefighter/Squad Bosses (FFT1), and 1 **Crew Boss**, Single Resource (**CRWB**), of whom 40% or more have at least one **Season** of firefighting experience.

**“Crew - Type 2 10-person”** means a firefighting unit consisting of 7 Firefighter Type 2 (FFT2), 2 Advanced Firefighter/Squad Bosses (FFT1), and 1 **Crew Boss**, Single Resource (**CRWB**), of whom 40% or more have at least one **Season** of firefighting experience.

**“Crew Boss”** or **“CRWB”** means **Crew Boss**, Single Resource (**CRWB**) - the individual responsible for supervising and directing a **Crew**.

**“Crew Representative”** means the **Authorized Company Representative** of **Contractor** responsible for the welfare of the **Crew** and who provides a contact between the **Crew** and the appropriate **Incident Management Team**. The **Crew Representative** is non-compensable by any **Government** entity under this **Agreement** and is not considered a member of a **Crew**.

**“Crew Member”** means a wildland firefighter who works as a member of a **Crew**.

**“Day”** means a 24-hour period beginning at 0001 and ending at 2400.

**“Demobilization”** means release from an **Incident** by a **Government** following **Length of Assignment** period.

**“Demobilized for Cause”** means **Demobilization** of a **Crew** based on a human action (not dispatch location or **Equipment** non-compliance) including, without limitation, zero-tolerance policy violation, harassment, weapons violations, theft, fighting, hostile work environment, or unsafe practices.

**“Designated Dispatch Location”** or **“DDL”** means the physical location from which a **Resource** is dispatched as identified in D 1.3 of the **Agreement**.

**“Durable Property”** means **Government-owned** items that have a useful life expectancy greater than one **Incident** (e.g., sleeping bags, water handling accessories, tents, headlamps, tools) and that are not designated as **Accountable Property**. **Durable Property** may be marked with paint or etching to show “US GOVT” or other **Government-specific** marking.

**“Equipment”** means all vehicles, heavy **equipment**, tools, electronic **equipment** and radios, supplies, personal gear and supplies and all other such items owned by the **Contractor** that are necessary or desirable for providing the **Services** required under this **Agreement**.

**“Equipment Manifest”** means the current written inventory of **Contractor Equipment** including specific brand names, size, serial numbers, color (if applicable), and identifying marks, etc.

**“Effective Date”** means the date that the **Agreement** is fully executed by the **Parties** and all required approvals have been obtained.

**“Firefighting Contractor Association”** or **“FCA”** means an organization that provides firefighter training and Incident Qualification Cards (IQC) that has a current Memorandum of Understanding (MOU) with the **Pacific Northwest Wildfire Coordinating Group (PNWCG)**.

**“Government”** means one of the entities that may contract for **Services** under this **Agreement**. The term **Government** may include any of the following, either singly or in combination: Oregon Department of Forestry (**ODF**), Washington Department of Natural Resources (**WDNR**), USDA Forest Service (**USFS**), National Parks Service (**NPS**), Bureau of Land Management (**BLM**), Bureau of Indian Affairs (**BIA**), United States Fish & Wildlife Service (**USF&WS**), Coos Forest Protective Association (**CFPA**), Douglas Forest Protective Association (**DFPA**), Walker Range Forest Protective Association (**WRFPA**), Washington Association of Fire Chiefs, and The Oregon Fire Chiefs Association.

**“Government Representative”** means any agent or employee of a **Government** that is identified as its representative by the **Government**.

**“Guarantee Rate”** means a rate of pay, calculated as the **Proposal Rate** multiplied by eight (8) hours multiplied by the number of **Crew Members** authorized that determines the minimum amount **Contractor** will be paid for each calendar **Day** the **Crew** is **Under Hire**, with the exception of the first and last **Day** of travel.

**“Hand Crew Manifest”** means a roster listing the 20 firefighters that **Contractor** will use on a specific **Incident**. The **Hand Crew Manifest** shall be in the format specified by **Administering Agency** and identify all registered **MSPA** drivers and vehicles to be used on the assigned **Incident**.

**“Host Unit”** means the **Government** dispatch office within Oregon and Washington responsible for dispatching and statusing **Crews** under this **Agreement**.

**“Hotline”** means fire suppression activities applied directly to burning fuel to stop active fire spread by either Direct or Indirect Attack methods. Activities include backfiring, burn out, holding actions, and other actions to physically separate the burning from unburned fuel. These activities may be on wildfires, or other fire use **incidents**.

**“Incident”** means emergency or wildfire support activities and events managed by **Government**.

**“Incident Action Plan”** or **“IAP”** means a plan that contains objectives reflecting the overall **Incident** strategy and specific tactical actions and supporting information for the next **Operational Period**. An **IAP** may be verbal or written. When written, the **IAP** may have a number of attachments including **Incident** objectives, organization assignment list, division assignment, communication plan, medical plan, traffic plan, safety plan, and **Incident** map.

**“Incident Commander”** means the **Government Representative** with responsibility for activities and overall management of the **Incident**.

**“Incident Management Team”** or **“IMT”** means the **Government Representatives** responsible for managing an **Incident**.

**“Length of Assignment”** means the time period (days) between the first **Operational Period** at the **Incident** or reporting location on the original **Resource Order** and start of return travel to the **Designated Dispatch Location** upon expiration or termination of the assignment. **Length of Assignment** will be inclusive of **R&R** (if not released) and exclusive of initial travel to the incident and return travel upon release from assignment.

**“MSPA”** means Migrant and Seasonal Agricultural Worker Protection Act.

**“Master Cooperative Fire Protection Agreement”** or **“MCFPA”** means the agreement between the participating members identified in **Exhibit L**.

**“Normal Wear And Tear”** means the degree of deterioration in vehicles or other **equipment** that is expected to occur during normal use at an **Incident**. For the purpose of this **Agreement**, the term **“Normal Wear and Tear”** with respect to **Contractor** vehicles shall include, but not be limited to:

- a. Brush scratches on the body of a vehicle.
- b. Punctures, tears, destruction of tires or sidewalls due to rocks or sticks common to the working environment.
- c. Wear on the paint on the inner and outer surfaces of a vehicle, including top, sides, rails or tailgate, chips from flying rocks or minor bumps or dents on either the sheet metal or the bumpers.
- d. Dust-clogged air filters or oil filters.
- e. Damage or failure of power train, steering linkage or suspension by either fatigue or operator error (power train includes engine, clutch, transmission, transfer case, drive line, front and rear differentials, axles, wheels and bearings).

**“NWCC”** means Northwest Coordination Center: The Northwest Interagency Coordination Center serves as the northwest area geographic focal point to provide logistical support and intelligence relative to anticipated and ongoing wildfire activity for all federal and cooperating state wildland fire suppression agencies.

**“ODF”** means Oregon Department of Forestry.

**“Off-Shift”** means all time that is not **On-Shift**.

**“On-Shift”** means (a) actual time spent working; (b) **Ordered Stand By**; (c) travel time from **Point of Hire** or **DDL** to the **Incident** and return; (d) travel time from the **Incident** base to the fire line and return; (e) check-in.

**“Operational Period”** means the period of time scheduled for execution of a given set of tactical actions as specified in the **Incident Action Plan**. **Operational Periods** can be of various lengths, although usually not over 24 hours.

**“Ordered Stand By”** means time when a **Crew** is held by direction, or orders of the **Incident Management Team**, in a specific location, fully outfitted and ready for assignment. Time is considered **Ordered Stand By** only if approved, documented as such, and signed on the Crew Time Report by the **IMT** Operations Section Chief, or the appropriate **Government** field supervisor. Time spent in a mobilization or demobilization center, or other general area including the **Incident** base, where a **Crew** can rest, or, to a limited degree pursue activities of a personal nature, is not considered **Ordered Stand By**.

**“Pacific Northwest Wildfire Coordinating Group”** or **“PNWCG”** means an interagency group composed of Oregon Department of Forestry (**ODF**), Washington Department of Natural **Resources** (**WDNR**), USDA Forest Service (**USFS**), National Parks Service (**NPS**), Bureau of Land Management (**BLM**), Bureau of Indian Affairs (**BIA**), United States Fish & Wildlife Service (**USF&WS**), Coos Forest Protective Association (**CFPA**), Douglas Forest Protective Association (**DFPA**), Walker Range Forest Protective Association (**WRFPA**), Washington Association of Fire Chiefs; and The Oregon Fire Chiefs Association.

**“PCSU”** means the **Administering Agency’s Protection Contract Services Unit**.

**“Point of Hire”** means the physical location from which a **Crew** is hired, which may be the **Designated Dispatch Location**, an **Incident** managed by the **Government**, or another location agreed upon by **Contractor** and **Government**.

**“Point of Release”** means the location from which a **Crew** is released upon expiration or termination of the assignment. This point may be the same as the **Point of Hire**.

**“Position Task Book”** or **“PTB”** means a component of the Wildland and Prescribed Fire Qualification System that documents the critical tasks required to perform Type 2 **Crew** position tasks and the individual **Crew Member’s** ability to perform such tasks. The **PTB** is described in greater detail in the National Interagency **Incident** Management System publication PMS 310-1, Wildland and Prescribed Fire Qualification System Guide.

**“Property”** means **Accountable Property, Durable Property** and **Consumable Goods**.

**“Proposal Rate”** means the hourly rate at which a **Crew** or **Strike Team Leader** is paid.

**“Protective Associations”** means the Coos Forest **Protective Association**, Douglas Forest **Protective Association** and Walker Range Forest **Protective Association**. These instrumentalities are used for a **Government** purpose and perform a **Government** function providing wildfire protection of private, county, state and federal lands.

**“Resource Order”** means the form used by **Government** to request **Contractor’s Services** and to record an order from an **Incident** for personnel, supplies, or **Equipment**.

**“Rest and Recuperation** or **“R&R”** means consecutive 24 hours **Off-Shift**.

**“Season,”** for the purpose of firefighting experience, means a period of time of indeterminate length during the same calendar year or longer, which shall consist of at least 15 **operational periods** or more on any type (1 through 5) **Incident**.

**“Services”** means all fire suppression activity or other **Services** ordered or provided under this **Agreement** including **Severity/Preparedness**.

**“Severity Activity”** means a condition during which a **Government** has concluded that a severe threat of wildland fire exists and **Government**, at the Regional Forester level (or equivalent level for other **PNWCG** agencies), has determined that it is necessary to pre-position **Resources** because of the imminent danger of fire.

**“Severity/Preparedness Assignment”** means the class of assignments that are related to pre-suppression capability and fire preparedness activities. Appropriate severity/preparedness activities are standby at a specified location, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10-minute mobilization response time.

**“Single Point of Contact”** means **ODF Protection Contract Services Unit (PCSU)** Contract Officer.

**“State”** means the State of Oregon and its boards, commissions, departments, institutions, branches, and agencies.

**“Strike Team”** means a 41 person Type 2 firefighting unit consisting of 32 Firefighter Type 2 (FFT2), 6 Advanced Firefighter/Squad Bosses (FFT1), 2 **Crew Boss**, Single Resource (**CRWB**) and 1 **Strike Team Leader-Crew** (STCR), of whom 40% or more have at least one **Season** or more of firefighting experience.

**“Subsistence”** means food and drink served at the **Incident**, generally at specified intervals but also available as needed to accommodate **Incident** conditions. **Subsistence** includes those items normally provided in fire camp, such as showers, restrooms, camping facilities, etc.

**“Suppression Assignment”** means **Incident** support activities to ensure effective extinguishing or fire confinement, holding, mop-up, line construction, camp **Crew**, piling brush or other work or activity deemed appropriate by **Government**.

**“Term of the Agreement”** means the Initial Term and Extension Terms, if any.

**“Trainee”** means an individual who is preparing to qualify for a **Crew** position. All required prerequisite experience must be completed before initiation of a **PTB**, following which the **Trainee** is eligible for on-the-job training, task evaluation and position performance evaluation.

**“Under Hire”** means a period of time, whether compensable or non-compensable, that begins at the estimated departure time agreed upon when the **Crew** is dispatched by a **Government** and that ends at the arrival time of the **Crew** back at the **DDL**.

## Exhibit B - Crew Composition, Position Qualification Requirements and Training

**B 1.0 CREW COMPOSITION** – Crew types covered by this **Agreement** shall be composed of the following numbers of personnel in each of the categories set forth below. A firefighter shall be considered an experienced firefighter ONLY upon completion of at least one **Season** (which is inclusive of at least 15 **Operational Periods** on any type (1 through 5) **Incident**) or more as needed. **Crew** composition must be maintained during the term of this **Agreement**.

**Crew - Type 2 20-person** – Each Type 2 20-person **Crew** shall consist of the following categories of firefighter:

- 1 – **Crew Boss**, Single Resource (**CRWB**)
- 3 – Advanced Firefighter/Squad Boss (FFT1)
- 16 – Firefighter Type 2 (FFT2)

**Crew - Type 2 10-person** – Each Type 2 10-person **Crew** shall consist of the following categories of firefighter:

- 1 – **Crew Boss**, Single Resource (**CRWB**)
- 2 – Advanced Firefighter/Squad Boss (FFT1)
- 7 – Firefighter Type 2 (FFT2)

**Strike Team** – Each **Strike Team** shall consist of two **Crew - Type 2 20-person** plus a **Strike Team Leader** (41 properly trained individuals) which together comprise the following categories of firefighter:

- 1 – **Strike Team Leader – Crew** (STCR)
- 2 – **Crew Boss**, Single Resource (**CRWB**)
- 6 – Advanced Firefighter/Squad Boss (FFT1)
- 32 – Firefighter Type 2 (FFT2)

B 1.3.1 **Government** may organize a **Strike Team** at an **Incident**, utilizing two (2) Type 2 20-person **Crews** from a single **Contractor** from awarded dispatch location(s), provided **Contractor** has been approved for two (2) or more Type 2 20-person **Crews** and a **Strike Team Leader** at time of award. The price of a **Strike Team** will be the total combined cost of the **Contractor's** two **Crews** and the **Strike Team Leader** for each **Strike Team**. All work/rest issues must be observed.

B 1.3.2 **Contractor's Strike Team Leaders** may supervise only **Contractor's Resources** and may not supervise **resources** from another **Contractor** or **Government** agency. Travel will be from the **Point of Hire** for each **Crew** and **Strike Team Leader**.

B 1.5 All **Crew Members** provided by **Contractor** under this **Agreement** must be at least 18 years of age.

B 1.6 **Government** reserves the right to reject any **Crew Member** who is not in full compliance with the specifications in this **Exhibit**. In addition, failure of any **Crew Member** to demonstrate an ability to perform the tasks listed in the **PTB** for that **Crew Member's** position shall be cause for immediate release of that **Crew Member** from an **Incident**. All required pre-requisite experience must be completed before the **PTB** may be issued. Only one **PTB** can be worked on at a time and must be completed before beginning pre-requisite experience for a new **PTB**, except for the Faller **PTB** which can be simultaneously completed with other **PTBs**. All **PTB's** must be completed with the time frame specified in PMS 310-1 (see <http://www.nwccg.gov/>).

## B 3.0 ADDITIONAL ANNUAL TRAINING AND QUALIFICATION REQUIREMENTS

B 3.1.2 **Contractor** shall place in a **Crew Member's** training file, a course roster and training certificate, signed and dated on or after January 01 of the current calendar year, by the instructor, which confirms the attendance and completion of the required annual refresher training.

### B 3.2 ANNUAL INCIDENT QUALIFICATION CARD (IQC)

B 3.2.1 All **Contractor Crew Members** must have a valid IQC issued for the current calendar year and again upon all changes in employment for that **Agreement** period. All IQC's are to be issued by the **Contractor**. IQC's must identify the **Contractor** employing the **Crew Member**. Cards must be in the required format specified below.

B 3.2.1.1 Information on the card shall be typewritten and include: company name; full legal name of the **Crew Member**; current digitally imprinted photograph of the **Crew Member**; experience indicator (1/4 inch size); unique identifier assigned by **Government** (may have two unique identifiers if shared **Resource** for multiple agreements); the level of required work capacity fitness test; Language skills assessment (STCR, **CRWB** and FFT1 require documentation from testing institution supporting bi-lingual abilities and must be included in **Section two (2) of Crew Member** training file); list highest position (may have more than 1 position listed if shared **Resource** for multiple agreements) the **Crew Member** is qualified to perform and the date he or she became qualified in the position(s) listed; and any special skills. The **Certifying Authority (Contractor)** must sign (in ink or electronically) the identification card and provide the issue date. **Government** designated representatives will sign only supervisor positions (STCR, **CRWB**, FFT1) after inspection and approval of records.

Those signatures verify that the individual has met all position qualification requirements of this **Agreement**. **Government** will accept **Contractor's** electronic signature, as long as it is the signature of the **Contractor** and not of a **Contractor's** representative. **Government** approval will be provided Monday through Friday during office hours from 7:30 am to 4:00 pm.

B 3.2.1.2 Required information size and format of the identification card: (Cards not in the required format will not be accepted.) (See **Attachment 1 to Exhibit B.**) IQC's shall be 3.5" x 2".

#### FRONT OF CARD

- Company name
- Full legal name of the **Crew Member**
- Digitally imprinted photograph of the **Crew Member**
- Experience indicator (1/4 inch diameter size)
- **Crew Member** number (unique identifier assigned by **Government**)
- Work capacity test level (Arduous)
- Language evaluation (LSA/S or LSA/E)
- List only highest position(s) the **Crew Member** is qualified to perform and the date achieved (example: **CRWB** or STCR, **CRWB**)

#### BACK OF CARD

- Additional skills (example: emergency medical technician)
- **Contractor's** signature and issue date
- **Government's** signature and date

B 3.2.1.3 To easily identify the **Crew Members** who meet this experience requirement, each IQC must be marked with a colored identifier as follows: **YELLOW** to indicate a first year firefighter, **RED** to indicate a firefighter with one year or more experience and **BLUE** to indicate a firefighter certified as a FFT1- Squad Boss, **CRWB** or STCR. The colored identifier shall be a minimum of one quarter inch in size.

B 3.2.3 Every **Crew Member** must also carry a current **Government** (state or federal) issued photo identification card that includes the legal name and date of birth of the **Crew Member**. Documents which satisfy this requirement include a driver's license, passport, or **government** identification card. **A student identification card is not acceptable**. Both the IQC and the photo identification card described in this Section must be available for inspection upon arrival at an **Incident** and upon request thereafter.

B 3.3.3. Pack test dates must be on or after January 01 of the current calendar year to be accepted. All pack tests must be scheduled at specific dates, times and locations. Pack tests given by **Contractor** may be monitored or administered by the **FCA** or authorized representative at the locations and times specified.

### **B 5.0 ENGLISH SPEAKING/READING READY REQUIREMENT EVALUATION PROCESS:**

B 5.1 "Language Skills Assessment" testing of English language communication skills will be a mandatory requirement for providing private contract fireline hand **Crews**. Assessment of private contract **Crew Members** for English language and communication skills must be conducted through a third party Public Education Provider to verify an individual's capacity for compliance with the **Government's** contract requirement that the **Strike Team Leader**, **Crew Boss**, and Squad Bosses be able to communicate in English with **Incident** management personnel, and with their **Crew** in the language of the **Crew**. The assessment process must confirm that an individual can communicate in English only (mono-lingual), or can communicate in English and the language of the individual's **Crew** (bi-lingual).

Only FFT1 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process can be issued an IQC showing a language designation as 'NT' (Need Testing) after training record verification. **(B 5.3)**

The 'NT' designation requires language testing and approval at each **Incident**. **(B 5.3)**

FFT2 **TRAINEES** FOR FFT1 positions that do not have LSA on their Incident Qualification Cards are to be monitored for language skills using Attachment 2 to Exhibit B- English/Reading Requirement Evaluation Process. **(B 5.3)**

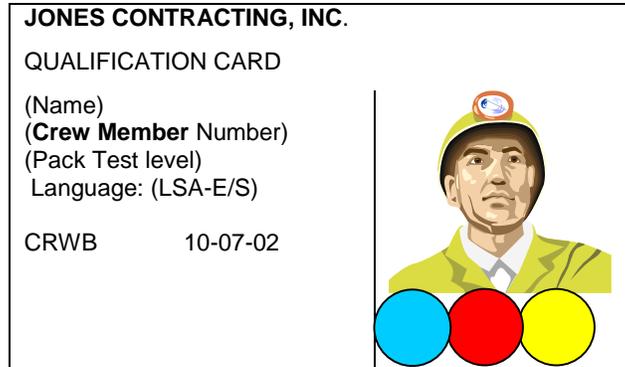
B 5.5 Prompt and efficient communications between **Contractor Crew** personnel and **Government Incident** personnel are mandatory for safe and effective performance. At a minimum, **Contractor's Strike Team Leader**, **Crew Boss**, and all three Squad Bosses of every **Crew** shall be proficient in the English language. In addition, the **Crew Boss** must be proficient in all languages used by the **Crew** and the three Squad Bosses must be able to communicate proficiently in any language used by their squad members. The **Crew Boss** and all three Squad Bosses must also be able to read the **Incident Action Plan**, Safety Alerts, etc. and communicate the information contained therein to all **Crew Members**. All radio communication on **Government**-assigned frequencies shall be in English. **Government** will evaluate compliance with this specification using the procedures provided in **B 5.0**.

B 5.6 To ensure a uniform process is available to evaluate **Strike Team Leader**, **Crew Boss** and Squad Boss compliance with the requirements of **B 5.0** during the fire season, **Government** personnel may conduct English language communication skills assessments of individual **Contractor** personnel at an **Incident**, and shall use **Attachment**

2 to Exhibit B of this Agreement to conduct the assessment.

**Attachment 1 to Exhibit B - Example Incident Identification/Qualification Card**

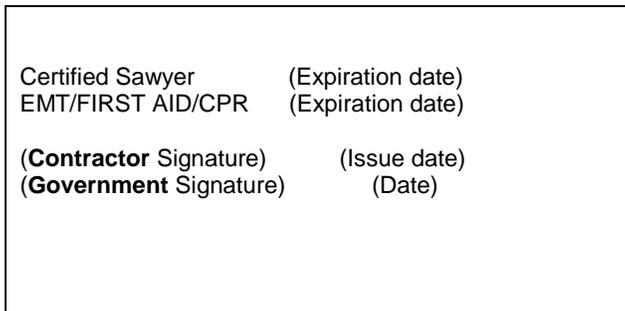
This Exhibit gives an example (shown actual size) of the required format and information that shall be on **Crew Member Incident Identification Cards**.



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

- YELLOW**            For **Crew Members** with LESS THAN ONE **SEASON**
- RED**                For **Crew Members** with ONE **SEASON** OR MORE
- BLUE**              For SUPERVISORY **Crew Members** (FFT1, **CRWB**, STCR)

**BACK OF CARD**



## Attachment 2 to Exhibit B - English Speaking/Reading Requirement Evaluation Process

### Purpose:

The purpose of this **Exhibit** is to provide direction to Contract Representative's Northwest (CRNW), Incident Contract Project Inspector's (ICPI), and other **Incident Management Team (IMT)** personnel for the consistent evaluation of the specification in **B 5.0**, "English Speaking Requirements," when conducting pre-inspections of Pacific Northwest (PNW) contract **Crews** being mobilized to **Incidents** and **Severity Assignments**. Following these directions will provide a uniform evaluation of the ability of **Crew Bosses** and Squad Bosses to read and communicate the **Incident Action Plan (IAP)**, Safety Alerts (SA), Fireline Handbook (FHB), **Incident** Response Pocket Guide (IRPG), etc., along with their general English comprehension and communication skills relevant to other aspects of their job duties.

### Scope:

**Government** shall follow these procedures for all **Incident** and **Severity Assignments** regardless of location or agency jurisdiction. When possible the evaluation of a **Crew's** supervisors to speak and read English will be administered at the earliest established inspection point in the mobilization process. The established inspection points may be a **Crew's Designated Dispatch Location**, staging area, airport or the **Incident** base.

These procedures do not change the practice of or processes for inspecting for other administrative or safety requirements during pre-assignment inspections of **Crews** participating in the Interagency Firefighting **Crew Agreement**.

### Evaluation Procedures:

It is a routine practice for **Government** to inspect contract **Crews** to ensure they are compliant with administrative and safety requirements prior to accepting them for **Incident** or **Severity Assignments**. Included in these pre-assignment inspections will be an evaluation of a **Crew's** supervisors to comprehend and communicate in English. To ensure **Government's** evaluations are consistent and appropriate when inspecting **Crews** for compliance with the elements of the specification in **B 5.0**, use the approved "PNW English Speaking Evaluation Form", attached below, to document compliance with the verbal and reading requirements of the specification in **B 5.0**. All **Government** evaluators, in addition to other normal duties and responsibilities performed during a pre-assignment inspection, shall:

Inspect ALL **Crews** regardless of ethnicity or company affiliation.

Inspect ALL supervisory personnel on each **Crew** regardless of ethnicity or company affiliation.

**PREVIOUSLY INSPECTED: LSA designation NT means that the firefighter must be tested at each Incident regardless of whether the individual shows you a copy of a previously completed and signed PNW English Speaking Evaluation Form that indicates the individual was tested and approved for a prior assignment.**

- a. Fill in the heading information on a new PNW English Speaking Evaluation Form, complete **Section 1**, and sign the bottom of the form.
- b. If performance issues relating to an individual's English speaking or reading skills develop during the assignment, **Government** reserves the right to re-evaluate the individual using this process.

**READING EVALUATION:** Select an excerpt from one of the following: **IAP**, **FHB**, **IRPG**, **SA** or similar wildfire related document. The excerpt must be three to five sentences in length and contain common words that a **Crew Boss** or Squad Boss would be expected to be familiar with. Some examples are:

Page 4 of the **Incident** Response Pocket Guide that discusses the common denominators of fire behavior on tragedy fires,

Selecting four bullets from page 41 of the Fireline Handbook that addresses supervision of other firefighters' work,

Portions of a Safety Message or Fire Behavior Forecast from an **IAP**. When selecting from the fire behavior forecast, be careful to choose a paragraph that DOES NOT contain relatively technical or uncommon terms such as "dissected topography". A **Crew Boss** might be expected to understand these terms but a Squad Boss likely would not.

Allow the individual being evaluated to read the designated material in silence (NOT OUT LOUD). When he or she has finished reading, give the individual a reasonable time (a minute or two) to understand what he or she has read before asking him or her to explain the excerpt.

**ENGLISH COMMUNICATIONS EVALUATION:** Direct **Crew Boss** to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses repeat directions in English before completing assigned commands in the language of the squad.

Use multiple variations to prevent memorization of requested tasks.

**Example:** Tell **Crew Boss** to instruct Squad Boss 1 to have squad members 1 & 3 to get specific tool then stand in specified location. Repeat with remaining two Squad Bosses, but vary tasks.

**LANGUAGE OF SQUAD EVALUATION:** Direct **Crew Boss** to give different multiple commands to each of the Squad Bosses in the language used by the squad. Request that the Squad Bosses repeat directions in English before completing assigned commands.

Use multiple variations to prevent memorization of requested tasks.

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

Sign the PNW English Speaking Evaluation Form upon completion of **B 5.0** evaluations.

Make two (2) copies of the PNW English Speaking Evaluation Form and distribute as follows:

- a. One copy will be placed in the inspector's file;
- b. One copy will be given to the **Crew Boss**;
- c. The original will be mailed to **Oregon Department of Forestry**, Attn: **Protection Contract Services Unit**, 2600 State Street, Salem OR 97310.

Fax one copy, each, of the PNW English Speaking Evaluation Form to the receiving **IMT/Severity Assignment** unit and **ODF Protection Contract Services Unit** (503-945-7494). Please include a copy of the **Hand Crew Manifest** with the ELE form.

**PNW English Speaking Evaluation Form**

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

AGREEMENT NUMBER \_\_\_\_\_

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

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

**SECTION 1**

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

Listens, understands and responds verbally in English without use of interpreter?  
YES \_\_\_\_ NO \_\_\_\_

**SECTION 2**

**READING EVALUATION**

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

Document Used? IAP \_\_\_\_ FHB \_\_\_\_ IRPG \_\_\_\_ SA \_\_\_\_ OTHER specify \_\_\_\_\_

**ENGLISH COMMUNICATION SKILLS EVALUATION**

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

Was person able to understand and follow instructions? YES \_\_\_\_ NO \_\_\_\_  
Explain \_\_\_\_\_

**COMMUNICATION IN LANGUAGE OF SQUAD EVALUATION**

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

Was person able to understand and follow instructions? YES \_\_\_\_ NO \_\_\_\_

Explain \_\_\_\_\_

Accepted \_\_\_\_\_ Not Accepted \_\_\_\_\_

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

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

## Exhibit C - Compensation

**C 1.0 COMPENSATION RATES** – Subject to the terms and conditions contained in this Exhibit, **Contractor** will be compensated as set forth below.

C 1.1 For **Suppression** and **Severity/Preparedness Assignments**, **Contractor** will be compensated at the **Contract Rate** contained in **Attachment A** for each hour worked by a **Crew Member** when a **Crew** is (a) **Under Hire** and (b) **On-Shift**.

C 1.2 Except as set forth below, the compensation rates described in C 1.1 shall include compensation for all labor, materials, **Equipment**, tools, supplies, **Services**, transportation, taxes, fees, insurance, **Contractor** overhead and administration and any other cost, fee or expense of any type or description incurred by the **Contractor** under this **Agreement**. No payment will be made for costs associated with **Equipment** support (except as described in C 6.4), shift briefings (except as described in C 6.1), **STCR Trainee, invoice reconciliation or check-out time. These costs are considered incidental and are to be incorporated into the crew hourly rate.** Payment for work will be made only for those items described in the **Agreement**.

### **C 2.0 SPECIAL TERMS AND CONDITIONS APPLICABLE TO SEVERITY/PREPAREDNESS ASSIGNMENTS:**

C 2.1 Duties performed in connection with **Severity/Preparedness Assignments** shall be limited to light duty with limited travel required for assignment activities.

C 2.2 See **C 5.0** below for **Subsistence** obligations during **Severity/Preparedness Assignments**. Lunch breaks are non-compensable while on **Severity/Preparedness Assignments**.

### **C 3.0 COMPENSATION FOR MEAL PERIODS**

C 3.1 Personnel on the fireline may be compensated for their meal period if all of the following conditions are met:

C 3.1.1 The fire is not controlled, and

C 3.1.2 The Operations Section Chief makes a decision that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and

C 3.1.3 The compensable meal break is approved by the **Government** supervisor at the next level above the **Crew Boss** and it is documented on the Crew Time Report, SF-261. On **State of Oregon** jurisdictional **Incidents**, the use of the **ODF** Emergency Personnel Shift Ticket, form #629-1-2-2-603 is acceptable.

Note: In those situations where **Crew** cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the Crew Time Report, SF-261. On **State of Oregon** jurisdictional **Incidents** the use of the **ODF** Emergency Personnel Shift Ticket, form #629-1-2-2-603 is acceptable. Proper documentation includes a written statement, such as, "Meal Time Compensable" or "Paid Meal Period." If not documented, no meal period will be paid and a meal break (if not shown) will be deducted from the total time submitted.

C 3.2 For fireline personnel after control of the fire, a meal period of at least 30 minutes must be ordered and taken for each work shift and must be clearly shown on the Crew Time Report.

### **C 4.0 COMPENSATION FOR TRAVEL TIME** - Compensation will be paid for travel only as set forth below.

C 4.1 Compensable travel time via ground transportation shall be calculated by dividing distance (from **Point of Hire** to **Incident** and either return to **Point of Hire**, or **Incident to Incident**) by average travel speed of 45 mph. Meal and rest periods are included in the 45 mph calculation. If available at the time of dispatch, **Contractor** may use an accurate Internet-based travel program to calculate and document travel distance from the **Designated Dispatch Location (DDL)** to the **Incident**.

C 4.2 Check-in time is considered compensable.

C 4.3 Expected arrival time at the **Incident** will be determined by **Government** at the time of dispatch. Return travel time will determined by **Gover** for under strength **Crews** or replacement of **Crew Members** will be paid as follows:

C 4.4.1 If a **Crew** arrives at an **Incident** without the required number of **Crew Members**, and the **Government** chooses to hire the under strength **Crew** as permitted in **D 6.0**, the **Point of Hire** will be the **Incident** and no travel time will be paid. In addition, travel time to the **Incident** will not be paid for additional **Crew Members** necessary to complete a **Crew**. **Government** will pay travel time for all **Crew Members** of the **Crew** to return to the **DDL**.

C 4.4.2 If an under strength **Crew** is reassigned by **Government** to another **Incident**, **Government** will pay travel time from **Incident** to **Incident** and return to **Point of Hire** or **DDL**, whichever is closer.

C 4.4.3 While assigned to the **Incident** if the **Crew** is reduced to less than 20 **Crew Members**, or **Contractor** replaces a **Crew Member**, for any reason, **Government** will not pay travel time for that **Crew Member** or the replacement of that **Crew Member**.

C 4.5 **Government** will not pay return travel time to the **Point of Hire** upon release of **Contractor** or removal of **Contractor's Crew Members** from an **Incident** resulting from violations of the terms and conditions of the **Agreement** which **Contractor** fails to correct following notice and a request to correct by **Government**.

C 4.6 If **Contractor's** vehicle becomes inoperable or damaged after inspection and acceptance by **Government** at the **Incident** and **Contractor** cannot repair the vehicle within 24 hours or as agreed upon by **Government**, **Government** may release the **Crew**, in which event **Contractor** will be paid return travel time to the **Crew's DDL**. Vehicle(s) that become inoperable at an **Incident** will be removed at **Contractor's** expense.

C 4.7 If a **Crew Member**, or **Contractor Crew** is terminated, quits, or otherwise is released from the **Incident** for any reason, the **Contractor** is responsible for returning the **Crew Member** or **Crew** to the **Point of Hire** with a departure time from the **Incident** Command Post (ICP) no later than 12 hours or within the time specified by the **Government Representative** following such decision. The **Contractor** may, at its discretion, provide such transportation, or request the **Incident Management Team (IMT)** to arrange for the transportation with all transportation costs to be deducted from **Contractor's** compensation. If **Contractor** does not act in a timely manner (i.e., a **Crew Member** does not depart from the ICP for return to **Point of Hire** within the specified time period), the **IMT** has authority to transport the **Crew Member** or arrange transportation for such **Crew Member** and to deduct all such transportation costs from **Contractor's** compensation.

C 4.8 If a fire camp is not provided and the **Crew** is directed to commute to the **Incident** from its **DDL**, **Government** shall pay compensation for travel to and from the **Incident**.

C 4.9 On reassignment, the **Government** agency responsible for the **Incident** to which **Contractor** is traveling will pay **Contractor** for travel time between **Incidents**. **Contractor** shall make available a copy of the last-day documentation (invoice) from the previous **Incident** to the receiving **Incident** Finance Section.

**C 5.0 SUBSISTENCE – Subsistence** obligations of the **Contractor** and the **Government** shall be as set forth below.

C 5.1 **Contractor** shall provide each **Crew Member** adequate food and water during travel and until end of the first shift worked. **Government** shall furnish food and water after the end of the first shift worked if the **Crew** is not released and is required to stay in fire camp. If the **Crew** is allowed or directed to return to its **DDL** during its **Off-Shift** time, **Government** will not provide **Subsistence**. Dispatch may require double lunch at time of ordering and specified on **Resource Order** depending upon **incident** needs of first shift worked.

C 5.2 During **Demobilization** and associated travel, the **Government** may, at its discretion, provide **Subsistence** to **Contractor** personnel without charging **Contractor**.

C 5.3 **Contractor** shall provide adequate **Rest and Recuperation** time for all **Crews** while under **Contractor** control, and shall monitor the **Rest and Recuperation** time provided by **Government** when **Crews** are working at an **Incident** to ensure that such time is adequate for **Crew** safety. **Contractor** must communicate promptly to **Government** any concerns relating to **Government's** provision of, or perceived failure to provide, **Rest and Recuperation** time during an **Incident**.

C 5.4 If a **Crew** on a **Severity/Preparedness Assignment** is allowed to return to its **DDL** during **Off-Shift** time, the **Government** will not provide food for the **Crew**. When the **Crew** is not allowed to return to its **DDL** during **Off-Shift** time the **Government** shall provide **Subsistence** under C 5.7.

C 5.5 **Government** does not furnish lodging unless **Government** directs **Contractor** to a designated facility. When directed by **Government** to a commercial facility, rooms will be booked for double occupancy. Documentation from **Government** shall be specified for the appropriate individual **crew** on the **Resource Order**, and include the name of **Government Representative** authorizing **Subsistence**. If **Contractor Crew** does not utilize the approved lodging, no payment will be made by **Government**.

C 5.6 **Government** shall furnish **Subsistence** and campsite after the first shift worked if the **Crew** is not released or is required to stay in the fire camp. If the **Crew** is allowed to return to its **DDL** during **Off-Shift** time, **Government** will not provide **Subsistence**. **Contractor** shall furnish **Subsistence** for **Contractor Crew Members** in excess of the required **Crew** strength listed in Exhibit A.

C 5.7 For **Contractor** travel time exceeding work/rest standards or complying with driving limitations as specified, or where no fire camp is available and **Government** determines that commuting is uneconomical, **Government** will, in its discretion, either furnish **Subsistence**, direct **Contractor** to a designated facility, or provide an additional payment to **Contractor** as follows:

C 5.7.1 Per Diem (Lodging). When the **Government** cannot provide campsite and commuting is not feasible, **Government** will pay per diem rate published by the U.S. General **Services** Administration web site ([www.gsa.gov](http://www.gsa.gov)), based on double occupancy.

C 5.7.2 Per Diem (Meals). When the **Government** cannot provide food and drink after the first shift worked **Government** will pay per diem rate published by the U.S. General Services Administration web site ([www.gsa.gov](http://www.gsa.gov)).

C 5.7.3 **Subsistence** During Travel - Remain Overnight (RON). **Subsistence** is compensable when authorized by sending dispatcher and notated on the **Resource Order** for the specifically identified **Crew**. **Subsistence** consideration will include agreed upon date and time of arrival at **Incident**, travel time, and estimated time of departure. Payment will be in accordance with C 5.7.1 and C 5.7.2.

C 5.7.4 The maximum allowance to be paid is based on the number of **Crew Members** shown on the shift ticket, not to exceed twenty persons. In the case of a **Strike Team**, the number will not exceed forty-one (41) persons.

C 5.8 **Government** will not provide **Subsistence** for any **Crew Day Under Hire** of less than 8 hours.

C 5.9 While on **Subsistence**, **On-Shift** time does not include travel from lodging locations to the **Incident** Command Post unless directed by **Government**. **Contractor** shall request payment for **Subsistence** under this subsection using an invoice provided by the **Contractor** which shall be submitted to the **Incident Host Unit**.

**C 6.0 SPECIAL CIRCUMSTANCES** – Compensation to **Contractors** shall be paid or limited for the following situations:

C 6.1 **SHIFT BRIEFINGS** - Except as set forth below, **Government** will only compensate **Contractor** for the attendance of either (a) the **CRWB**, or (b) if applicable, the **Strike Team** Leader at operational briefings. If a **Crew** on a **Suppression** or **Severity/Preparedness Assignment** is directed to a location for shift briefing during travel to an assignment, all **crew members** will continue to be compensated while on shift.

C 6.2 **SHIFT GUARANTEE** - Except as set forth below, **Contractor** shall be paid a minimum guaranteed payment (the "**Guarantee Rate**") for each calendar **Day** the **Crew** is **Under Hire**. The **Guarantee Rate** shall be calculated as follows:

(8 hours) x (number of **Crew Members**) x (Hourly Rate specified in C 1.1 or C 1.2 as appropriate)

C 6.2.1 For the first **Day** of dispatch and last **Day** when released to the **DDL**, **Contractor** will be compensated for the actual hours worked including travel time.

C 6.2.2 The **Guarantee Rate** does not apply if **Contractor** cancels a **Confirmed** dispatch at any time or if **Contractor** or the **Crew** is not compliant with the terms of the **Agreement**, or if the **Crew** is unable to perform part or all of its designated shift/hours. In such event, only actual **On-Shift** hours will be paid.

C 6.3 **CALL BACK** - **Government** shall compensate **Contractor** for one (1) hour call-back time if **Crew** availability has been **Confirmed** by **Contractor** and is then canceled by **Government** before the **Crew** leaves the **Point of Hire**. Payment shall be made on the basis of the verified **Crew** strength. If **Government** cancels order while **Crew** is in travel status, **Government** will compensate **Contractor** according to **C 4.0** for actual distance traveled.

C 6.4 **VEHICLE CLEANING FOR NOXIOUS WEED CONTROL** – When directed by the **Incident**, the **Contractor** shall clean their vehicle(s) to remove noxious weed seeds. Time spent by the **Contractor** performing this task is considered **On-Shift** time. The **Government** will normally provide cleaning facilities. If the **Government** requires use of commercial facilities, the **Government** will reimburse the **Contractor** for these costs based on written receipts.

## **C 7.0 ADMINISTRATION AND RECORD KEEPING MATTERS**

C 7.1 **Contractor** shall submit a complete and accurate daily **Crew Time Report**, signed by the **Crew Boss** or **Strike Team** Leader as appropriate, at the end of each **Shift** to the individual designated by **Government** to collect and collate such reports. The names listed on the **Crew Time Report** shall be in the same order as listed on their **Hand Crew Manifest**. Failure to submit accurate daily **Crew Time Reports** on a timely basis will be a material breach of this **Agreement**.

C 7.2 **Contractor** and **Government** shall reconcile actual **Crew** strength, names of **Crew Members** assigned and time **On-Shift** on a daily basis. Following reconciliation of **Crew** records, **Contractor** and **Government** shall each sign the daily time report. At no time will **Contractor** list more than 20 persons on any daily time report.

C 7.3 **Contractor** must obtain the signature of the designated **Government Representative** at the **Incident** on the designated timekeeping record on a daily basis. The **Government Representative** shall deliver the timekeeping record to the **Incident** Finance Section daily to facilitate timely payment from **Government**.

C 7.4 If a **Crew Member** is required to leave the **Incident** due to sickness, injury or termination, compensation of the **Contractor** for that **Crew Member** shall terminate when the **Crew Member** leaves the fire line.

## **Exhibit D - Dispatch, Work/Rest and Demobilization of Contracted Crews**

**D 1.0 DESIGNATED DISPATCH LOCATION** - The **Designated Dispatch Location (DDL)** shall be used to assemble **Contracted Crews** for dispatch to **Incidents** and to permit inspection of the **Contracted Crews** by the **Government**. The following provisions shall apply to all **DDL's**.

**D 4.0 THE DISPATCH AND ASSEMBLY PROCESS** – (See **Attachment 2 to Exhibit D**.)

D 4.6 Except as set forth in the **Agreement**, if a **Contractor** fails to meet the requirements of the **Agreement** in any respect, **Government**, at its sole discretion may cancel the dispatch and order other **Crews**.

D 4.7 Prior to the **Crew's** departure from its **DDL**, **Contractor** must (a) fax a completed accurate **Hand Crew Manifest** to the dispatching office, and (b) fax (to 503-945-7494) or email ([PCSU@odf.state.or.us](mailto:PCSU@odf.state.or.us)) the **Hand Crew Manifest** and **Resource Order** to the **PCSU**. Whenever a change in **Crew** composition occurs during an **Incident**, a new **Hand Crew Manifest** shall be submitted to the **PCSU** and presented at the **Incident**.

**Contractor** shall complete the **Hand Crew Manifest** form as follows: Line 1 shall list the **CRWB**, lines 2, 11 and 20 shall list each FFT1. **Contractor** shall identify **Crew** supervision on each **Incident** by circling their **Incident** Position.

Language Skills Assessment (LSA-E, LSA-S, LSA-E/S, LSA-R, LSA-E/R, NT) determination shall be listed in the experience column in addition to experience color code letter. See example **Attachment 3 to Exhibit D. Crew Members** listed on **Hand Crew Manifest** Form shall include only those names listed on the **Company Manifest** previously submitted to the **PCSU** as required under **B 4.0**. The **Hand Crew Manifest** form shall contain only 20 names that match CTR's submitted at the **Incident** at all times.

D 4.8 By accepting a dispatch, **Contractor** represents that it has all permits, licenses, and other authorizations required by the jurisdiction responsible for the **Incident** to which **Contractor** is responding and for which **Contractor** is providing a **Crew** and further represents that **Contractor** is not subject to any actions or proceedings, legal or otherwise, that would impede **Contractor's** ability to perform the **Services** required under the **Agreement**.

#### D 4.9 **CONTRACT AND CREW REPRESENTATIVE**

D 4.9.1 Contract Representative Northwest (CRNW) / Incident Contract Project Inspector (ICPI). When **Crews** are dispatched, **Government** may assign a qualified CRNW or ICPI to assist with **Contractor** inspections and administration of the **Agreement**.

D 4.9.2 **Crew Representative**. **Contractor** may assign a **Crew Representative** as liaison between **Contractor's Crew** and **Government** at an **Incident**. **Crew Representatives** shall carry an authorization letter on company letterhead for the current **Agreement** year signed by the company owner that identifies the individual to represent **Contractor**. The **Crew Representative** is non-compensable, not considered a member of the **Crew**, and not listed on the **Hand Crew Manifest** form. **Contractor** is responsible for all costs, transportation and **Subsistence** associated with the **Crew Representative**. **Government** shall not furnish meals or other guarantees to the **Crew Representative**.

**D 5.0 TRAVEL TO THE INCIDENT REPORTING LOCATION** – Provisions contained in this **Section** apply at all times when a vehicle is used in the provision of **Services** including without limitation, travel during mobilization and **Demobilization**, when actively engaged in wildland fire, or during initial attack fire response (includes time required to control the fire and travel to a rest location).

D 5.1 These standards address driving by personnel actively engaged in wildland fire activities, including driving while assigned to a specific **Incident** or during initial attack fire response (includes time required to control the fire and travel to a rest location). These guidelines will also be followed during mobilization and **Demobilization**. **Contractor** must ensure that **Crews** comply with the following driving time limits when traveling to and from an **Incident** by motor vehicle:

D 5.1.1 **Resources** assigned to an **Incident** or engaged in initial attack fire response must adhere to the current work/rest guidelines for determining length of duty day;

D 5.1.2 No person shall drive for more than ten (10) hours (excluding rest stops and stops for meals) in any period of 24 consecutive hours, unless such driver has been given eight (8) consecutive hours rest immediately following the ten (10) hours of driving (CFR Title 29 500.105 and CFR Title 49 398.6);

D 5.1.3 Each driver must be given at least eight (8) consecutive hours off duty between each shift (exceptions are allowed when essential to accomplish immediate and critical suppression objectives or address immediate and critical firefighter or public safety issues);

D 5.1.4 Multiple drivers in a single vehicle may drive up to the duty day limitation provided no driver exceeds individual driving (behind the wheel) time limitation of ten (10) hours; and

D 5.1.5 Documentation of mitigation measures used to reduce fatigue is required for drivers who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the ten (10) hour individual driving (behind the wheel) time limitations.

D 5.1.6 For driving assignments requiring possession of a current Commercial Driver's License (i.e., vehicles designed for 16 or more passengers, or having a gross vehicle weight of 26,001 pounds or more), all drivers must comply with DOT Regulations.(Title 49, CFR parts 383, 390-393, 395-396, and 398 that apply to motor carriers.)

#### **D 6.0 ACTIONS UPON REPORTING TO THE INCIDENT REPORTING LOCATION –**

D 6.1 **Contractor's Crew** must arrive at the **Incident** site with a copy of the entire **Agreement** on or before the agreed time. If **Contractor's Crew** fails to arrive at the **Incident** reporting site by the required arrival time, **Government** may, at its sole discretion, reject the **Crew** and order another **Crew** and may take such steps as **Government** deems to be applicable under the circumstances including, without limitation, administrative action in accordance with **Exhibit H**.

D 6.2 Except as set forth below in this Section, **Crews** must arrive at the **Incident** reporting site on or before the agreed time with a full **Crew** and all required **Equipment**, supplies, vehicles and required documents. If **Contractor** fails to arrive as agreed or provide a fully staffed **Crew**, **Government** may, in addition to any other remedies that may be available to it under the **Agreement** or applicable law, take such steps as **Government** deems appropriate under the circumstances, including without limitation termination of the **Agreement** by **Administering Agency**. A **Crew** that arrives with no less than 18 persons may be temporarily accepted by the **Government** provided that (a) **Government** was notified of the short **Crew** situation at the time of confirmation of **Crew** availability, and (b) provided further that

the **Contractor** agreed to bring the **Crew** up to the full personnel complement within 24 hours of the arrival of the **Crew** at the **Incident** reporting site or by a different deadline specifically agreed upon in writing by the **Government**.

D 6.2.1 **Contractor** must maintain agreed upon **Crew** strength until the **Crew** is released from the **Incident** by **Government**. If at any time while assigned to an **Incident**, **Contractor Crew** strength is reduced to less than 20 people (or as agreed at time of dispatch), **Government** may allow **Contractor** to continue working and to bring **Crew** strength back to the agreed upon number within 24 hours. If **Crew** strength is reduced below 18, **Government** reserves the right to demobilize **Crew**.

D 6.2.2 **Government** reserves the right to order **Crews** consisting of less than 20 persons as specified at time of dispatch and as documented on the **Resource Order**. **Contractor** must maintain the agreed upon **Crew** strength.

D 6.3 **Contractor** must deliver a copy of the following documents to the **Incident Commander** or **Government** authorized representative upon check-in at the **Incident** site. Without these documents, **Contractor** will not be allowed to work on the **Incident**.

D 6.3.1 **Resource Order** Form.

D 6.3.2 **Agreement** Award Summary Sheet.

D 6.3.3 **Hand Crew Manifest**. **Contractor** shall provide copies of a new manifest to the **Incident** Finance Section and the **ODF Protection Contract Services Unit** when a change in personnel occurs.

D 6.3.4 An **Equipment Manifest** of all **Equipment** including specific brand names, size, serial numbers, color (if applicable), and identifying marks, etc. **Contractor** shall provide copies of a new manifest to the **Incident Commander** or **Government** authorized representative when a change in **Equipment** occurs.

D 6.4 If **Crew** fails to meet all requirements upon reporting to the **Incident** site, **Government** may not pay travel time from the **DDL** to the **Incident** site and in addition and at its sole discretion, may take any of the following actions:

D 6.4.1 Allow the **Crew** up to 24 hours to remedy the deficiencies, or

D 6.4.2 Reject the non-complying **Crew**.

D 6.5 If **Government** authorizes **Contractor** to remedy its non-compliance and **Contractor** is unable to bring a deficiency into compliance within the time allowed, **Government** may:

D 6.5.1 Discharge the **Crew** from the **Incident** and no travel time shall be paid, or

D 6.5.2 Elect to hire the **Crew** and, if **Available**, furnish the necessary **Accountable, Durable** and/or **Consumable Property** to bring the **Crew** into compliance, in which event the **Point of Hire** and **Point of Release** will be the **Incident**. See **F 5.0**.

D 6.6 **Government** reserves the right to inspect the **Contractor's Crews** and **Equipment** at any time. Any **Contractor** found non-compliant will be subject to all remedies deemed appropriate by **Government**.

D 6.7 OTHER DUTIES AS ASSIGNED. **Government** may assign **Crew Members** to other duties in connection with the wildfire assignment if the **Crew Members** are qualified to perform those duties. Duties may include working as a camp **crew**, piling brush or other work or activity deemed appropriate by **Government**. Payment will be made at the appropriate assignment rate. Shifts worked must be within work/rest guidelines.

## **D 7.0 WORK/REST POLICY**

D 7.1 General Policy - To maintain safe and productive **Incident** activities, **Government** shall appropriately manage work and rest periods, assignment duration and shift length for **Crews** working at **Incidents** under **Government** control. **Government** and **Contractor** shall plan for all **Crews** to be provided a minimum 2:1 work to rest ratio (i.e., one (1) hour of sleep or rest for every two (2) hours of work or travel).

D 7.2 The use of the words "work" and "rest" used in this subsection are for purposes of defining work/rest periods only and not for the purposes of compensation. For the purposes of defining work/rest in the context of the 2:1 work/rest ratio, "work" includes travel to and from the worksite, compensated meal breaks, debriefing and **Equipment** refurbishment following assigned work shift in preparation for the next **Operational Period** whether compensable or not. "Rest" is all time off duty outside of the work shift and includes non-compensable breaks.

D 7.3 Work shifts that exceed 16 hours or consecutive **Days** that do not meet the 2:1 work/rest ratio should be the exception, and no work shift should exceed 24 hours. However, in situations where this does occur (for example, initial attack), **Incident Management** Personnel will resume the 2:1 work/rest ratio as quickly as possible.

D 7.4 The **Incident Commander** or **AA** or designee must justify work shifts that exceed 16 hours and those that do not meet 2:1 work to rest ratio. Justification will be documented in the daily **Incident** records. Documentation must include the mitigation measures used to reduce fatigue. The Excess Hours Log found in the Appendix Tool Kit of the Interagency **Incident** Business Handbook is an acceptable method of documentation.

D 7.5 **Government** shall provide each **Crew** with adequate **Rest and Recuperation** time while at the **Incident**. The **Incident Commander** is authorized to determine the need for **Rest and Recuperation** for all **Crews** provided under this **Agreement**.

D 7.6 Generally, **Crew** assignments are limited to 14 **Days** or less, exclusive of travel from and to home **DDL**, except for **Severity/Preparedness Assignment** as described in **C 2.0**. See **Exhibit A** for definition of **Length of Assignment**. Time spent in staging and pre-position status counts toward the 14-**Day** limit regardless of pay status. **Government's** normal practice will be to **Demobilize a Crew** from an **Incident** after the fourteenth (14<sup>th</sup>) **Day** of an assignment. Upon **Demobilization** from an **Incident**, the **Crew** will return to its **DDL** for two mandatory **Days** off. **Contractor** shall not replace entire **Crew** to avoid **Demobilization** from **Incident**. **Contract Resources** are not entitled to paid **days** off upon release from the **Incident** or at their **DDL**. **Government** may not reassign that **Crew** and **Contractor** may not report that **Crew's** status as **Available** on ROSS during the mandatory 48 hour rest period after the **Crew's** return to its **DDL** (see D 3.4). **Government** may assign the **Crew** to a new **Incident** following the mandatory rest period. In such new assignments a new fourteen (14) **Days**, not including the travel time to the **Incident**, will begin.

D 7.7 **Government** may retain a **Crew Under Hire** after the fourteenth (14<sup>th</sup>) day of an assignment. Prior to extending **Resources** after the initial 14-day assignment, **Contractor** and **Government** must consider health, readiness, and **Crew** capabilities; and must endeavor not to unduly compromise the health and safety of **Incident Resources**. Assignments may be extended when life and property are imminently threatened, suppression objectives are close to being met, or replacement **Resources** are **Unavailable** or have not yet arrived. Upon completion of the standard 14-day assignment, an extension of up to an additional 14 days may be allowed (for a total of up to a maximum of 30 days, inclusive of mandatory **days** off, and exclusive of travel). Regardless of extension duration, two mandatory **days** off will be provided prior to the 22<sup>nd</sup> day of the assignment. If the **Crew** is required to remain in camp, compensation while the **Crew** is on mandatory **days** off prior to the 22<sup>nd</sup> day of the assignment and while the **Crew** remains **Under Hire** will be the **Guarantee Rate** (see **Exhibit A** for definition). Assignments may be extended only upon documented and signed agreement by **Government** and **Contractor**. Upon **Demobilization** from an **Incident**, regardless of extension duration, the **Crew** must return to its **DDL** for two mandatory **days** off. **Contractor** may not replace the entire **Crew** to avoid **Demobilization** from **Incident**. **Contractor Resources** are not entitled to paid days off upon release from the **Incident** or at their **DDL**. **Government** may not reassign that **Crew** and **Contractor** may not report that **Crew's** status as **Available** in ROSS during the mandatory forty-eight (48) hour rest period after the **Crew's** return to its **DDL**. (See Section D 3.4.) **Government** may assign the **Crew** to a new **Incident** following the mandatory rest period. (See **Exhibit A - Length of Assignment**.)

#### **D 8.0 DEMOBILIZATION OF A CREW –**

D 8.1 **Government** may **Demobilize a Crew** from an **Incident** for the following reasons:

D 8.1.1 The **Services** at the **Incident** are no longer required.

D 8.1.2 The **Crew** is under strength, has not arrived at the **Incident** within the required time, or is otherwise not in compliance with the requirements of the **Agreement**.

D 8.1.3 The **Crew** or a **Crew Member** has engaged in conduct within the definition of **Demobilization for Cause**.

D 8.1.4 For such other reason as determined by **Government**.

D 8.2 Prior to **Contractor's** departure from an **Incident**, **Government** shall:

D 8.2.1 Prepare a written performance evaluation of **Crew** performance on the **Incident** using the Incident Crew Performance Rating Form (ICS 224), and

D 8.2.2 Hold a close out briefing with the **Contractor** to go over the evaluation and discuss any other **Crew** performance matters.

D 8.3 **Government Representative** shall give **Contractor** a copy of all evaluations at the **Incident** and shall forward one copy to the **Single Point of Contact**.

D 8.4 If **Government Representative** does not provide **Contractor** a written performance evaluation, **Contractor** shall request the evaluation from the **Government Representative** at the **Incident**. If **Government Representative** does not provide **Contractor** with the evaluation, **Contractor** may notify the **Single Point of Contact**.

D 8.5 If a **Contractor Crew** is **Demobilized for Cause**, the **Crew** and **Crew Boss** will be suspended pending completion of an investigation by **Government** appropriate to the violation. **Contractor** may not accept a dispatch request for any suspended **Crew** or **Crew Boss**. **Contractor** may not dispatch or otherwise deploy to any **Incident**, in any capacity, a **Crew Boss** while the **Crew Boss** is subject to suspension under this Section. In addition, **Contractor** may not dispatch or otherwise deploy to any **Incident**, in any capacity, any **Crew Member** of a **Crew** who participated in or contributed to the conduct or conditions that resulted in that **Crew's Demobilization for Cause** while that **Crew** is subject to suspension under this Section. If **Contractor** accepts a dispatch request for a suspended **Crew**, a member of a suspended **Crew** who participated in or contributed to the conduct or conditions that resulted in that **Crew's Demobilization for Cause**, or a suspended **Crew Boss**, **ODF** may in its discretion terminate **Contractor's Agreement**.

## **D 9.0 SPECIAL PROVISIONS APPLICABLE TO DISPATCH TO AND DEMOBILIZATION FROM INCIDENTS OUTSIDE THE STATES OF WASHINGTON AND OREGON.**

### **D 9.1 OUT OF AREA MOBILIZATION**

D 9.1.1 When a **Resource Order** for a **Crew** is received at **NWCC**, the request(s) will be placed with the **Host Unit** closest to the **Incident**, or the "point of mobilization" (jetport if the **Crew(s)** are being transported by aircraft).

D 9.1.2 **Crews** or **Crew Members** may on occasion be transported by air. When transportation by air occurs, **Government** chartered flights may be arranged for and paid by **Government**. When **Crews** are transported by commercial flights at **Government** request, **Government** shall reimburse the **Contractor** for air transportation costs. These costs may include any related transportation costs incurred by the **Contractor** from the **DDL** to the designated departure point and return to the **DDL**.

D.9.1.3 If transportation by aircraft is required, weight and bulk of personal gear is restricted in transportation, handling and storage. **Contractor** shall require **Crew Members** to comply with the following: **Crew Members** must bring the appropriate number of radios, **Crew Members** are allowed two items of baggage (one personal gear soft bag with carrying straps and one set of web gear). Total weight limit per **Crew Member** is 65 lbs. (45 lbs for personal **Equipment** and 20 lbs. for web gear or briefcase). No suitcases or packs with metal or external frames allowed. All gear and personal items must be stored inside the bag and not attached outside. **Crew** shall not come with hand tools or chain saws, unless specifically requested.

D 9.1.4 The **Host Unit** receiving the request from **NWCC** will attempt to fill the request(s) according to the priorities described in Section 20, Contract Crews, Out of Area Mobilization, in the NW Interagency Mobilization Guide.

D 9.2 COMPENSATION FOR ADDITIONAL TRANSPORTATION - **Crews** will generally be ordered with **Contractor** transportation. **Government** may order a **Crew** dispatched without **Contractor** transportation. When a **Crew** is ordered without **Contractor** transportation and after the **Crew** arrives at the **Incident**, **Government** determines that transportation is needed for the **Crew**, **Government** shall either:

D 9.2.1 Provide appropriate **Crew** transportation, if available, at **Government** expense, or

D 9.2.2 Request the **Contractor** to bring **Crew** transportation to the **Incident** from **Contractor's DDL**. When this option is selected, **Contractor** shall be entitled to compensation for the driver at the rate contained in C 1.1 and **Subsistence** as described in C 5.0 if applicable. Notwithstanding any other provision of this paragraph, when **Government** orders a **Crew** without **Contractor** transportation, the **Contractor** retains the right to move their **Crew** vehicles to an **Incident** at **Contractor's** own expense.

D 9.3 Work rest policies set forth in D 7.0 apply to out-of-area assignments.

**Attachment 3 to Exhibit D – Example - Hand Crew Manifest Form**

<b>HAND CREW MANIFEST FORM</b>						
ORDERING UNIT Willamette NF	INCIDENT NAME Shady Beach Fire		INCIDENT NUMBER OR-WIF-456		RESOURCE NUMBER C - 17	
CONTRACTOR Western Contractors			IFCA NUMBER IFCA08125		DEDICATED DISPATCH LOCATION Eugene	
CONTRACTOR REPRESENTATIVE Owner Jim Johnson			CONTACT PHONE: 503-123-4567		REPORT TO: Shady Cove State Park	
DEPARTURE			INTERMEDIATE STOPS		DESTINATION	
PLACE	ETD	ETA	PLACE	PLACE	ETD	ETA
123 West Main Street Eugene, Oregon	0600	0700	Willamette NF SO Eugene, (inspection)	Shady Cove State Park	0800	0900
CREW MEMBER NAME	M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYE R	EXPERIENCE AND LSA (Blue-Red-Yellow)
1. John Smith	X		051025	CRWB		B LSA-E/S
2. Jim Jones	X		052125	FFT1		B LSA-E
3. Susan Smith		X	062055	FFT2		B LSA-E/S
4. Pedro Gonzalez	X		052205	FFT2		B LSA-E/S
5. Esteban Gomez	X		063500	FFT2	X	R
6. Tom Savage	X		053415	FFT2		R
7. Steve Jackson	X		063002	FFT2		R
8. Greg Johnson	X		064210	FFT2	X	R
9. Timothy Erickson	X		073285	FFT2		R
10. Don Morris	X		073543	FFT2		R
11. Mike Jones	X		053345	FFT1		B LSA-E/S
12. Carla Smith		X	074325	FFT2		R – transfer
13. Luis Cortez	X		083005	FFT2		R
14. Jesus Rodriguez	X		083014	FFT2	X	R
15. Jose Ruez	X		074533	FFT2		Y
16. Jamie Pedro	X		083123	FFT2		Y
17. Jorge Coria	X		083222	FFT2		Y
18. Terry Brown	X		074531	FFT2		Y
19. James Brown	X		074532	FFT2		Y
20. Don Campbell	X		053167	FFT1		B LSA-E/S
<b>DRIVER AND VEHICLE INFORMATION</b>						
Driver Name	Identification Number		MSPA Exp. Date		Vehicle Make/Model	
Vehicle License No.						
John Smith	051025		11/13		Ford F150 RGH 250	
Susan Smith	062055		11/13		Ford E350 Ext LDX 322	
Pedro Gonzalez	052205		11/13		Ford E350 Ext FIRE 10	
Timothy Erickson	073285		02/14		Ford E350 Ext 123 RED	
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE (PRINT)					DATE 07-15-13	

## Exhibit E – Record Keeping - Trainees

E 3.2 **INCIDENT PROCEDURES - Contractor** may use **Government Incidents**, for which a **Contractor's Crew** has been assigned, to qualify and certify **Crew Members** for FFT1, **CRWB** and STCR positions, as long as the minimum FFT1, **CRWB** and STCR position requirements (see B 1.1, B 1.2, B 1.3, and B 1.4) are maintained by **Crew Members** not in **Trainee** status. Each **Trainee**, except STCR, must be a paid Member of the **Crew Confirmed Available to Government** at the time the dispatch assignment was accepted.

E 3.2.3 For **FFT1 Trainee** and **CRWB Trainee** positions, only three training positions will be permitted for each 20-person **Crew** on each **Incident** assignment (only one (1) CRWB-T or one (1) non-compensable STCR-T for **Strike Teams**). Ten-person **Crews** are limited to one **Trainee** position. **Trainee** status must be clearly identified on the **Hand Crew Manifest** that is submitted to **Government** at each **Incident** and on the appropriate daily timekeeping record for each shift the **Crew Member** is in **Trainee** status, except non-compensable STCR **Trainee**, in order for **Government** to confirm acceptance of the **Trainee's** performance. **Contractor** may substitute up to three **Trainee** firefighters ONLY after the initial 14 days on an **Incident** have been completed and the **Crew** receives a **Government** approved extension for the **Incident**. The minimum **FFT1, CRWB, and STCR Crew** standard requirements shall be maintained by **Crew Members** not in **Trainee** status at all times.

## Exhibit F - Equipment

### F 1.0 GENERAL PROVISIONS RELATING TO EQUIPMENT

F 1.1 **Contractor** shall provide and maintain in good condition and order, all of the **Equipment** and all other **Contractor Resources** which are necessary or desirable in order to provide the **Services** required by this **Agreement**. **Contractor Resources** are responsible for **Normal Wear and Tear of Equipment**.

F 1.2 Except as set forth elsewhere in this **Agreement**, compensation for the **Equipment** is included within the rates set forth in **Exhibit C** and the **Equipment** shall therefore be provided at **Contractor's** sole cost and expense.

F 1.3 **Contractor** shall prepare an **Equipment Manifest** of all **Equipment** including specific brand names, size, serial numbers, color (if applicable), and identifying marks, etc. **Contractor** shall always maintain a current accurate **Equipment Manifest** which is updated when a change in **Equipment** occurs. A current **Equipment Manifest** shall be provided to **Government** on arrival at an **Incident**. Any **Equipment** marked or identified as **Property** of any **Government** agency shall be surrendered by **Contractor** during check-in or **Demobilization** process or at **Government** request. **Contractor** is responsible to replace any of **Contractor's Equipment** that becomes lost or damaged.

F 1.4 **Contractor** shall ensure that all **Crew Members** are fully trained in the safe use, operation and deployment of all **Equipment** which they may use during the course of providing the **Services**.

**F 2.0 VEHICLE REQUIREMENTS – Contractor** vehicles shall meet the requirements set forth below:

F 2.1 **Contractor** shall provide vehicles that meet all state and federal laws relating to motor vehicles operating within the states of Oregon and Washington. The vehicles must be capable of providing transportation to and from the fire line. **Contractor** shall ensure that seat belts in operable condition are available and used by every passenger in any vehicle while in motion.

F 2.2 **Government** reserves the right to conduct vehicle safety inspections at the **DDL**, the **Incident** location or at any other location when **Government** deems such inspections to be necessary.

F 2.3 **Government** reserves the right to reject any **Crew** from participation in the **Incident** if the **Crew's** vehicle is determined to be unsafe for operation. At its discretion, and on a case-by-case basis, **Government** may allow **Contractor** to bring the vehicle into compliance or replace it within 24 hours or as agreed upon by **Government**. If the vehicle is not brought into compliance or replaced, and **Government** elects to hire the **Crew**, the **Government** shall provide needed transportation at **Contractor's** expense and the **Incident** will become the **Point of Hire**.

F 2.4 **Contractor** shall be responsible for maintaining **Contractor's** vehicles in working order at all times.

F 2.5 **Contractor** must register all vehicles, including rental vehicles, used to transport **Crew Members**. The authorization to transport **Crew Members** must appear on the **Contractor's** US DOL certificate. If the **Contractor** directs or requests **Crew Members** to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the **Contractor** must be registered as a farm labor **Contractor** or a farm labor **Contractor Crew Member**.

F 2.6 Any vehicle under the ownership or control of the **Contractor** shall comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations referenced at 29 CFR 500.105. All drivers must have a current, valid State driver's license and must comply with Department of Transportation work/rest requirements.

F 2.7 Each vehicle under the ownership or control of the **Contractor** which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance in accordance with applicable state requirements and all drivers must have a current, valid State driver's license and **MSPA** Certificate, and must comply with Department of Transportation work/rest requirements. Commercial rental vehicles that are not identified and registered under **MSPA** for a **Contractor** are non-compliant and are not to be utilized to transport **crews**.

F 2.8 In addition to the requirements set forth above, vehicles used by **Strike Team** Leaders must meet the following additional requirements:

F 2.8.1 The vehicle must be a 4-wheel drive pickup capable of providing transportation to and from the fire line, and in sound mechanical condition.

F 2.8.2 The vehicle must have a useable, full-size, securely mounted spare tire, jack and lug wrench.

F 2.8.3 The vehicle must be equipped with 1 fire extinguisher (4BC or better securely mounted), one (1) ten (10) person first aid kit, 1 shovel (size 1), and 1 Pulaski. The shovel and Pulaski must be stored or securely mounted.

F 2.9 **Contractor** is responsible for providing all fuel, oil, and maintenance, and must maintain the vehicle in good repair.

F 2.10 **Contractor** vehicles must have clearly visible external identification. The identification must be located on front driver side and passenger side doors. At a minimum, the identification must include the **Contractor's** business name as it appears on the **Agreement**. All vehicles used under this **Agreement** by **Contractor** must be licensed to the **Contractor** and be **MSPA** certified.

F 2.11 Vehicles must be shown on the **Hand Crew Manifest** as available for **Contractor Crew** transportation only and not available for hire for any purpose other than **Crew** transportation. **Crew** vehicles provided by **Contractor** for **Crew** transportation may not provide any other service other than for the safe transport of **Contractor Crews** while **Under Hire**. If **Contractor** or any of **Contractor's Crew Members** use any **Crew** vehicle for purposes other than the transport or logistical support (i.e., actions that support the **Crew** but offer no other fire suppression activity) of **Contractor's Crews**, **Contractor** will be considered non-compliant and will be subject to administrative action.

### F 3.0 PERSONAL PROTECTIVE EQUIPMENT:

F 3.1 **Contractor** shall ensure all **Crew Members** arrive at the **Incident** with the proper Personal Protective Equipment (PPE) (see OAR Chapter 437), including PPE for eyes, face, head, and extremities. All PPE shall be maintained in a sanitary and reliable condition. Defective or damaged PPE shall not be used.

F 3.1.1 **Boots**. Each **Crew Member** must wear foot protection that provides adequate traction and ankle support. **Crew Members** operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the **Crew Member** against contact with a running chain saw. Boots shall be leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).

F 3.1.2 **Head Protection**. Each **Crew Member** must wear a helmet that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1 1986, 1997 or 2003, plastic, type 1 class B, OSHA approved, with chinstrap. NOTE: Helmet meeting NFPA 1977, 1998, or 2005 edition standard for Personal Protective Equipment for wildland firefighting is required.

F 3.1.3 **Gloves**. One pair of heavy duty leather per person.

F 3.1.4 **Eye Protection**. One pair per person. **Crew Members** must have eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1, latest edition.

F 3.1.5 **Head Lamp**. With batteries and attachment for hard hat.

F 3.1.6 **Water Container**. At least one-liter size or equivalent per person required, two per **Crew Member** recommended. The water container must be full on arrival to **Incident**.

F 3.1.7 **Fire Shelter**. One per person. **Contractors** shall have New Generation fire shelters for all wildland firefighters, and assure that they comply and are third party certified to meet FS Specification 5100-606. For additional information contact the Missoula Technology and Development Center at 406-329-3978.

F 3.1.8 **Flame Resistant Clothing (Shirt and Pants)**. A minimum of two full sets of flame resistant shirt and pants for each **Crew Member**. For routine fire line duties, flame resistant clothing must:

- (a) Self-extinguish upon removal from a heat source.
- (b) Act as an effective thermal barrier by minimizing conductive heat transfer.
- (c) Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
- (d) Be manufactured from flame retardant treated (FRT) cotton, rayon, wool, aramid (Nomex™) or other similar fabric.

F 3.2 **Contractor** shall ensure that all **Crew Members** arrive at the **Incident** wearing the PPE listed in F 3.1. **Contractor** shall ensure that the PPE is operable and maintained in good repair throughout the duration of any assignment.

F 3.3 If PPE in excess of the items described in F 3.1 is appropriate or necessary at an **Incident**, **Contractor** shall provide such PPE to all **Crew Members** requiring such items.

F 3.4 **Government** may loan PPE for use at an **Incident**. However, **Government** will not replace any **Contractor**-supplied PPE on a permanent basis.

F 3.5 **Contractor** shall maintain in good repair, and shall clean at sufficient intervals to preclude unsafe working conditions, all PPE required by this **Agreement**.

F 3.5.1 If **Government** establishes laundry services at the **Incident**, **Contractor** will be allowed to use the service at no cost. When **Government** does not establish laundry service, **Contractor** will be responsible for making laundry service arrangements for **Contractor's** personnel and for all costs associated with those services.

NOTE: **Government** established laundry service: When a laundry vendor sets up laundry services in camp or picks up and delivers laundry in camp, personnel assigned to the **Incident** are not charged for the service provided. Laundry service provided for individual contracts or special **Resources**, such as for inmates or Kitchen **Crews**, is **NOT** **Government** established laundry service.

**F 4.0 MISCELLANEOUS EQUIPMENT – Contractor shall provide the following items of Equipment:**

F 4.1 **Chain Saw Operators and Equipment.** Three (3) chain saw kits are required for each 20 person **Crew**. Each kit shall consist of a chain saw (minimum 24 inch Bar and 3.60 cubic inch size motor), chaps, extra chain, wrench, and file. A falling axe and falling wedges are required for bucking down trees. **Contractor** shall provide **Crew Members** who operate power chain saws chain saw chaps and assure that the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-4F. The chaps must be in good condition and shall cover the full length of the thigh to the top of the boot on each leg to protect the legs from injury due to inadvertent and accidental contact with a moving power chain saw. Power saws may be used for fireline construction, mop-up or clearing access routes and emergency escape routes or safety zones. **Crew Members** shall not perform as hazardous tree fallers. **Contractor** shall provide hearing protection where there is a potential for hearing loss due to high intensity noise, e.g., chain saw operation.

F 4.2 **Contractor** must ensure that each **Crew** arrives with shelters (see F 3.1.7), and the type and number of tools specified in Table 1 of this Section. **Contractor** must ensure that the tools are serviceable, in good condition, and meet the following minimum standards.

**TABLE 1**

HAND TOOLS			TOOL COMBINATION REQUIRED	
			10-PERSON CREW	20-PERSON CREW
Combi/ Rheinland/ Hazel Hoe or McLeod	3 lb. Head	36" Handle	04	08
Pulaski	Head weight shall not be less than 3 lbs. 11 oz. nor more than 4 lbs. 2 oz.	36" Handle	05	10
Shovel	Size 0 or 1, Round Point	Long Handled	04	08
Power Saw (For line construction only)	With Fuel & Oil and Kit	Minimum 24" bar	02	03
10-Person Belt First Aid Kit	ANZI # Z308.1 2003 Standards		01	02
Fire Extinguishers	For Chainsaws – 8 oz. minimum capacity by weight For Vehicles – UL rating of at least 4. BC			

F 4.3 **Contractor** shall supply a minimum of four (4) multi-channel programmable hand held radios with one programming or cloning cable, if necessary, for **Crew** to facilitate communications between overhead personnel and **Crew**. Authorized radios may be found at the NIFC Wildland Fire Communications site: <http://www.nifc.gov/NIICD/documents.html>. Radios must be capable of communicating within a frequency range from 148 MHZ to 174 MHZ on established federal and state frequencies. For each **10-person Crew**, every supervisory position must have a programmable hand held radio, and the **Crew** must have one programming cable, if necessary, for programming. Radios must have narrow band capabilities.

**Contractors must have the capability to program their radios upon arrival and as may be required at the Incident.** The **Contractor** shall not use the firefighting frequencies or Forest Service frequencies for other than fire suppression activities.

F 4.4 For the purposes of this **Agreement**, an "approved equal" radio is one whose performance is equal to or better than the product brand named, as determined by the **Administering Agency**. To request the **Administering Agency's** approval of an "approved equal" radio, **Contractor** must submit in writing to the **Single Point of Contact**, in advance of the proposed use of the **Equipment**, information sufficient to allow the **Administering Agency** to determine the compatibility of the proposed **Equipment**. Radios found on the Forest Service approved radio contract are acceptable as well as approved equal radios approved by the National Interagency Fire Center (NIFC), Communications Division at (208) 387-5485. **Government** reserves the right to reject any **Equipment** it deems is not compatible or approved as listed on the NIFC website.

F 4.5 **Contractor** shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all Federal **Incidents** and with all Federal Communications Commission (FCC) rules and regulations on state **Incidents**.

F 4.6 Basic first aid supplies shall be maintained, available, and under the charge of a person trained to administer first aid. Each kit shall meet the ANSI Z308.1 2003 standard. **Contractor** must provide the **CRWB** with an adequate supply of appropriate insurance forms and insurance ID cards. These documents must accompany **Crew Member(s)** when medically treated by a care facility.

F 4.7 **Contractor** shall provide first aid for all of their **crew members**. If **Government** qualified first aid providers are available, **Government** will assist **Contractor Crew Members** with first aid if the need arises due to work on the **Incident**. In life threatening situations, if **Government** qualified medical assistance providers are available, **Government** will provide first aid and medical assistance to an injured **Crew Member** and such medical aid will be charged back to **Contractor**. If a **Crew Member** is injured on the fireline, the **Crew Member** may be evacuated by **Government** at **Contractor's** expense. If a **Crew Member** is in camp with an illness or injury and is given transport to a medical facility or hospital by **Government** or at **Government** expense, **Contractor** shall reimburse **Government** for all expenses related to such transport. **Contractor** must comply with all **OSHA** requirements pertaining to numbers of **Crew Members** trained in first aid.

F 4.8 **Contractor** shall immediately report any accident or injury that occurs while **Under Hire** to the **Incident Safety Officer** or designated person. Injuries that prevent work or require **Crew Member** replacement shall also be reported to the **Administering Agency**.

#### **F 5.0 GOVERNMENT SUPPLY OF ACCOUNTABLE AND DURABLE PROPERTY AND CONSUMABLE GOODS.**

F 5.1 To ensure continued safe, efficient operations at an **Incident**, **Government** may loan **Accountable Property** or **Durable Property** to **Contractor** for use at the **Incident**. **Contractor** shall maintain all loaned **Accountable Property** or **Durable Property** in good condition during use and shall return all such loaned **Property** loaned by **Government** before departing from the **Incident**. Federal Accounting Regulations prohibit **Government** from exchanging or replacing **Accountable Property** or **Durable Property**.

F 5.2 **Contractor** will be charged for **Consumable Goods** supplied by **Government** and used by **Contractor's Crews** while **Under Hire**. The cost of all **Consumable Goods** will be deducted from payment to **Contractor**. At **Government's** discretion, after first shift worked, **Government** may provide the following Incidental **Consumable Goods** at no cost, if available: one-liter size plastic container or equivalent, plastic sheeting, replacement radio batteries and/or replacement headlamp batteries, as required while **Under Hire**.

### **Exhibit H - Administration of the Agreement**

#### **H 1.0 ROLE OF THE PROTECTION CONTRACT SERVICES UNIT**

The **Administering Agency**, acting by and through its **Protection Contract Services Unit** ("PCSU") shall provide administrative services in connection with (a) the evaluation of **Contractor** performance and (b) the investigation of complaints of **Contractor**, **Crew**, or **Crew Member** conduct or actions which may be in violation or breach of the **Agreement** or otherwise fall below the standards expected of **Contractor**, **Crew**, or **Crew Member** providing **Services** under this **Agreement**.

#### **H 2.0 PRELIMINARY ASSESSMENT OF EVALUATION OR COMPLAINT:**

H 2.1 If the **PCSU** receives a documented complaint regarding (i) the performance of the **Contractor** or **Contractor Crew**, or (ii) the conduct or actions of **Contractor**, **Contractor Crew**, or **Crew Member**, the **PCSU** shall make a preliminary assessment of the seriousness of the performance or conduct issues raised by the immediately available information. The preliminary assessment may result in the **PCSU** taking one of the following actions:

H 2.1.1 If the preliminary assessment results in a determination that there was a material breach of the terms and conditions of the **Agreement**, the **PCSU** may recommend to the **Administering Agency** that the **Contractor** or **Contractor Crew** be immediately suspended pending investigation and resolution of the performance or conduct issues raised, or,

H 2.1.2 If the preliminary assessment results in a determination that the performance or conduct did not result in a material breach of the terms and conditions of the **Agreement**, or if the material breach was not sufficient to warrant a suspension, the **PCSU** may permit the **Contractor** or **Contractor Crew** to continue to provide **Services** pending further investigation and resolution of the performance or conduct issues raised.

H 2.2 The **Administering Agency** shall, in the exercise of its discretion, act on the recommendation of the **PCSU** with respect to **H 2.1.1** and **H 2.1.2** above. If the **Administering Agency** determines that the **Contractor** or **Contractor Crew** should be suspended, the **PCSU** shall notify the **Contractor** by sending a **Suspension Order**. If the **Administering Agency** determines that the **Contractor** or **Contractor Crew** should not be suspended, the **Administering Agency** shall permit the **Contractor** or **Contractor Crew** to continue to provide **Services** pending further investigation and resolution of the performance or conduct issues raised.

H.2.3 If the **PCSU** receives documented information that a **Crew** has been **Demobilized for Cause** from an **Incident**, the status of that **Crew** shall be as stated in **D 8.0**. Additional administrative action may be taken by the **PCSU** in accordance with Section H 3.5

## **Exhibit K – Federal Acquisition Regulation (FAR) Clauses (Applicable to Federal Incidents)**

### **CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS (4G52.222-705) (FEB 2007)**

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

These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises," in this contract.

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

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

The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the **Contractor** shall remove, within 10-calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the **Contractor** fails to remove all structures or improvements within the 10-calendar days, they shall become the **property** of the United States, but that will not relieve the **Contractor** of liability for the cost of their removal and restoration of the site.

Unless otherwise designated by the contracting officer, the use of this area is not exclusive, and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.

Damaging or removing any natural feature or other **property** of the Forest Service is prohibited.

Servicing of **equipment** in the campsite is not permitted, unless the campsite is within the project area.

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

An adequate and convenient potable water supply must be provided in each camp for drinking and cooking purposes.

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

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

Basic first aid supplies must be maintained, available, and under the charge of a person trained to administer first aid. The supplies must include:

1. Gauze pads (at least 4x4 inches),
2. Two large gauze pads (at least 8x10 inches),
3. Box adhesive bandages (band-aids),
4. One package of gauze roller bandage at least 2-inches wide,
5. Two triangular bandages,
6. Scissors,
7. At least one blanket,

8. Tweezers,
9. Adhesive tape,
10. Latex gloves, and
11. Resuscitation device such as resuscitation bag, airway, or pocket mask.

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

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

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

The **Contractor** shall comply with the following fire regulations during fire **season**:

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

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

All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.

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

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

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

HAND CREW MANIFEST FORM									
ORDERING UNIT	INCIDENT NAME			INCIDENT NUMBER			RESOURCE NUMBER C-		
CONTRACTOR				IFCA NUMBER			DESIGNATED DISPATCH LOCATION		
CONTRACTOR REPRESENTATIVE				CONTACT PHONE:			REPORT TO:		
DEPARTURE			INTERMEDIATE STOPS			DESTINATION			
PLACE	ETD	ETA	PLACE			PLACE	ETD	ETA	
EMPLOYEE NAME		M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER	EXPERIENCE AND LSA (Blue-Red-Yellow)		
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.									
16.									
17.									
18.									
19.									
20.									
DRIVER AND VEHICLE INFORMATION									
Driver Name		Identification Number			MSPA Exp. Date		Vehicle Make/Model		
Vehicle License No.									
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE/ (PRINT)								DATE	

CREW PERFORMANCE RATING (instructions on back)					
1. Crew Name and Designator	2. Incident Name and Number	3. Location of Incident			
4. Crew Home Unit and Address	5. Dates Assigned to Incident	6. Number of Operational Periods (Shifts) _____ No. of Shifts Constructing _____			
7. Evaluation Criteria					
Crew Type: (check one) IHC/T1 _____ T2IA _____ T2 _____ Engine _____ Helitack _____ Other _____ Agency Crew _____ Contract Crew _____ Contract Number _____  <b>Rating Factors</b> (not all criteria apply to all crews)		Superior	Satisfactory	Needs Improvement	Not Applicable
LEADERSHIP (CREW OVERHEAD) PERFORMANCE					
Communications (Inter- and Intra-crew)					
Coordination, Supervision, and Finance/Administration					
Risk Management and Decision Making					
Training and Mentoring					
Crew Conduct (Fireline / Camp or Off Fireline)		/	/	/	/
Work and Tasks Completed as Assigned (Quantity and Quality of Work)					
TACTICS					
Safety Practices					
Line Construction / Hotline Construction or Direct Attack		/	/	/	/
Lookouts and Scouting					
Fire Weather and Fire Behavior Observations					
Chainsaw Operations and Felling Trees Operations					
Spot Fire Attack					
Mop Up					
Spot Grid Organization					
Portable Pump and Hose Lay Setup and Operations					
SPECIALIZED OPERATIONS					
Initial Attack Organization					
Firing and Holding Organization					
Wildland Urban Interface (WUI) Operations					
Map, Compass, and GPS Navigation					
Incident Within an Incident					
AVIATION OPERATIONS					
Safe Operations Around Aviation Assets					
Helispot Specifications and Construction					
Directing Aviation Assets and Drops by Radio					
Longline and Sling Load Operations					
Coordination with Aerial Supervision and Air Resources					
MISCELLANEOUS					
Physical Condition					
Other (specify)					
All Hazard Incident (specify incident type and assignment in Remarks section)					
Remarks (use separate sheet if necessary and attach)					
8. Crew Supervisor (printed name)	Crew Supervisor (signature)	<input type="checkbox"/> This rating has been discussed with me.		Date	
9. Rated by (printed name)		Rated by (signature)		Date	
Position on Incident		Home Unit Identifier and Phone Number			

## **CREW PERFORMANCE RATING FORM KEY AND INSTRUCTIONS**

Rating crew performance is an important task for all fireline supervisors. When completed correctly and thoroughly, the ICS-224 form will provide useful information for determining crew effectiveness and efficiency and for documenting incident performance. The form allows the fireline supervisor to rate crews in four primary areas: Leadership (Crew Overhead) Performance, Tactics, Specialized Operations, and Aviation Operations. Other factors can be rated in the Miscellaneous category. Below is a key for filling out the form along with the primary rating factors. Together, they define satisfactory performance by a crew. Ratings of other than satisfactory, either higher or lower, must be explained in the Remarks section. The completed rating will be given to the Planning Section before the rater leaves the incident.

### **LEADERSHIP (CREW OVERHEAD) PERFORMANCE:**

**Communications (Inter- and Intra-crew)** – Uses radio properly; communicates leader's intent; information transfer is timely.

**Coordination, Supervision, and Finance/Administration** – Takes charge; motivates crew; coordinates with other crews, DIVS, STLD, and TFLD; is prompt (on time); crew is equipped and ready to work (per contract, mob guide, IIBM); adheres to operational and business management protocols; provides copy of contract/ROSS order; fills out daily CTRs properly; leads crew to completion of assigned tasks. **Risk Management and Decision Making** – Identifies hazards and communicates to subordinates; identifies safety zones and routes and communicates to crew; decisions are timely; instructions to crew are understood; understands ICS system; positive interactions with others. **Training and Mentoring** – Uses CRWB(T) and squad bosses; sets up for success.

**Crew Conduct (Fireline / Camp or Off Fireline)** – Crew camaraderie and cohesion; interaction with other crews or resources; deals appropriately with conduct issues. Rate both fireline, and camp or off fireline.

**Work and Tasks Completed as Assigned (Quantity and Quality of Work)** – Crew completes work assignments within given timeframes and to the expected standards.

### **TACTICS:**

**Safety Practices** – Uses LCES; uses PPE properly for all operations; uses proper spacing on line; uses hand tools safely.

**Line Construction / Hotline Construction or Direct Attack** – Uses proper type of berm and cup trench; production rate meets standard for fuel and crew type; tools and equipment are maintained; hotline and direct attack methods proper for fire behavior and fuel type. Rate both line construction, and hotline construction or direct attack.

**Lookouts and Scouting** – Lookouts are properly spaced and posted; hazards are identified; crew watches for spot fires and reports them.

**Fire Weather and Fire Behavior Observations** – Personnel are kept informed; updates are passed along to crew and squads.

**Chainsaw Operations and Felling Trees Operations** – Personnel qualified; conducts safe cutting/felling operations; maintains equipment.

**Spot Fire Attack** – Crew structure is adapted to spot fire attack needs; suppresses spot fires quickly and effectively.

**Mop Up** – Most threatening areas are prioritized; searches for hotspots; uses water properly.

**Spot Grid Organization** – Sets up grid properly for area and fuel type; conducts thorough searches for hotspots.

**Portable Pump and Hose Lay Setup and Operations** – Sets up and operates pump properly; checks fuel system; maintains pump; acquires and sets up appropriate hose and hardware; pumps and spacing are adequate for length and terrain; uses water properly.

### **SPECIALIZED OPERATIONS:**

**Initial Attack Organization** – Follows LCES; sizeup and briefing are adequate.

**Firing and Holding Organization** – Firing methods and device are appropriate for fuel type; holding crew understands assignment. **Wildland Urban Interface Operations** – Accomplishes assigned WUI tasks safely and effectively; crew is aware of WUI hazards and procedures.

**Map, Compass, and GPS Navigation** – Crew is able to navigate using tools provided; relays GPS coordinates accurately and timely.

**Incident Within an Incident** – Medical and injury response; hazardous materials; shelter deployment; burn victim.

### **AVIATION OPERATIONS:**

**Safe Operations Around Aviation Assets** – Organizational preparedness; takes direction from the Air Attack, Helitack, or Pilot.

**Helispot Specifications and Construction** – Approach and departure paths are adequate; landing pads are adequate.

**Directing Aviation Assets and Drops by Radio** – Uses panel markers properly; verbal descriptions identify needs.

**Longline and Sling Load Operations** – Cargo loads are properly weighed, marked, manifested, and directed following procedures.

**Coordination with Aerial Supervision and Air Resources** – Uses appropriate air/ground frequencies; properly clears fireline for drops.

**MISCELLANEOUS:**

**Physical Condition** – Overall crew fitness allows for completion of assigned tasks; if fitness is an issue, explain in Remarks.

**Other (specify)** – Complexity of assignment; steep terrain; high winds; equipment issues; business management issues.

**All Hazard Incident** – If All Hazard Incident, specify incident type and assignment in Remarks.

**REMARKS:**

Focus on tasks and jobs the crew spent the majority of their time on and/or any issues related to job performance, timeliness, and contract requirements. Cite specific examples that support the performance rating. The rater should take into account the capabilities of the entire crew (not just those of the crew leadership), and the complexity of the assignment (fuel type, terrain, environmental factors, etc.). Any rating of “Needs Improvement” requires explanation and recommendations for correction in Remarks. Issues related to business management must be explained.

**RATINGS:**

**Superior** – Performance level is significantly in excess of expectations and is an example for others. Rating must be explained in Remarks.

**Satisfactory** – Meets all standards, quality of work, timeliness, and production or administrative issues did not affect overall Performance.

**Needs Improvement** – Crew did not fully meet standards in one or more of the above measures. Outline recommended corrective actions needed. Rating must be explained in Remarks.

**INTERAGENCY CREW AGREEMENT INSPECTION FORM**

Incident Name/Number: \_\_\_\_\_  
 Crew Name: \_\_\_\_\_ Agreement #: \_\_\_\_\_ C- \_\_\_\_\_  
 Crew Manifest: Yes  No  Number of Employees: \_\_\_\_\_ Equipment Manifest: Yes  No

**Crew Personnel** (check each person for the following):  
 Government Photo ID, and employee Incident Qualification Card (see Exhibit B)  
**PPE** - 8" High Leather Lug Sole Boots, Helmet w/Chinstrap, Leather Gloves, Eye Protection,  
 Head Lamp w/batteries, 1 liter Water Container, Fire Shelter, Flame Resistant Pants/Shirts (2 each)

**Section I – Power Saws**

	Person Crews		Pre-Use	Release
	10	20	#	#
Power Saws	2	3		

A – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_  
 B – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_  
 C – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_  
 D – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_  
 E – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_

Pre-Use	A	B	C	D	E
Visible Parts Not Broken*					
Visible Nuts and Bolts Tight					
Oil in Gear Case and Chain Oiler					
Cutting Bar: Straight, Chain in Good Condition*					
Exhaust System and Spark Arrester*					
Motor: Idles Evenly, Runs Smoothly, Satisfactory Power					
Gas/Oil for First Shift					
Chaps, Extra Chain, Wrench, File, Ear Protection					
Fire Extinguisher for Saws (8 oz. minimum)					

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**Section II – Equipment**

Programmable Hand Held Radios

A – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_  
 B – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_  
 C – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_  
 D – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_  
 E – Make/Model \_\_\_\_\_ Serial # \_\_\_\_\_

	Person Crews		Pre-Use	Release
	10	20	#	#
Combi/Reinhardt/Hazel Hoe/McLeod - 3 lb head, 36" handle	4	8		
Pulaski - 3 lb 11 oz - 4 lb 2 oz head, 36" handle	5	10		
Shovel - Size 0 or 1	4	8		
10-person Belt First Aid Kit	1	2		
Programmable Hand Held Radios	3	4		
Radio Programming Cloning Cable, if needed	1	1		

**Section III – Vehicles** (Hand Crew Manifest may also be used for top part.)

A -	Make, Model _____	License # _____
	Driver Name _____	License # _____
	MSPA Exp. Date _____	
B -	Make, Model _____	License # _____
	Driver Name _____	License # _____
	MSPA Exp. Date _____	
C -	Make, Model _____	License # _____
	Driver Name _____	License # _____
	MSPA Exp. Date _____	
D -	Make, Model _____	License # _____
	Driver Name _____	License # _____
	MSPA Exp. Date _____	

*\*\*If mechanical inspection is done by Ground Support, no need to complete items below.*

	A	B	C	D
1. Gauges and Lights*				
2. Seat Belts*				
3. Glass and Mirrors*				
4. Wipers and Horn*				
5. Clutch Pedal: Proper adjustment*				
6. Cooling System: Check radiator and hoses				
7. Oil Level and Condition: Full and clean				
8. Battery: Check for corrosion, loose terminals, hold downs				
9. Fuel System*				
10. Electrical System: Generator and starter working				
11. Engine Running: Check for knocks and leaks				
12. Transmission: Check for leaks				

	A	B	C	D
13. Steering*				
14. Brakes*				
15. 4-Wheel Drive: Check gear boxes, leaks				
16. Drive Line U-Joints: Check for looseness				
17. Springs and Shocks*				
18. Differential: Check for leaks				
19. Exhaust System*				
20. Frame*				
21. Tires and Wheels*				
22. Body and Interior Condition: Describe damage in Remarks section				
23. Emergency Equipment* - 10-person first aid kit, fire extinguisher, shovel, pulaski				

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

Remarks \_\_\_\_\_  
 \_\_\_\_\_

<b>Pre-Use</b>	Pass <input type="checkbox"/>	Fail <input type="checkbox"/>	Remedy: _____
Date: _____	Time: In: _____		Out: _____
Company Rep Signature: _____	Title: _____		
Company Rep Print: _____	Cell #: _____		
Inspector (Print): _____	Title: _____		

<b>Release</b>	No Damage/No Claim <input type="checkbox"/>		
Date: _____	Time: _____		
Company Rep.: _____	Title: _____		
Inspector (Print): _____	Title: _____		