

National Type 2 Initial Attack Firefighting Crews Contract
 April 25, 2012

This document was created to provide helpful guidelines and clarifications regarding payment issues for the National Type 2 IA Crew Contracts. The full text of the contract and current year contract prices can be found at <http://www.fs.fed.us/fire/contracting/crews/crews.htm>. Listed below are the nine companies, with their respective contract numbers, that currently have a contract with the Forest Service to provide Type 2 IA Crews.:

A.S.I. Arden Solutions	AG-024B-C-11-9002	Lost River Fire Management	AG-024B-C-11-9008
ASP Fire	AG-024B-C-11-9003	Miller Timber Services	AG-024B-C-11-9009
Firestorm Wildland Fire	AG-024B-C-11-9005	Pacific Oasis	AG-024B-C-11-9010
GFP Enterprises	AG-024B-C-11-9006	PatRick Environmental	AG-024B-C-11-9011
Grayback Forestry	AG-024B-C-11-9007		

Documents required for payment: Resource Order, **CTR's (SF-261) signed by the Government Representative**, lodging receipts (if applicable) and Emergency Equipment Use Invoice (OF-286) signed by the Contractor's Representative and Government Representative. A copy of the contract is not required to be submitted to ASC with the invoice. ASC has copies of all the contracts including DUNS and TAX ID numbers.

Payment Office for Suppression and All Hazard Incidents: Regardless of the user unit, **ALL** incident payments will be processed by the **Albuquerque Service Center, Attn: Incident Business –Contracts, 101B Sun Avenue NE, Albuquerque, NM 87109**. *Reference Section G.2 for full text of all payment clauses (below are the most commonly used sections):*

G.2 (b) Crew Downgrade Clause: When a crew is downgraded from Type 2-IA to Type 2, the Government will deduct 10% from the hourly rate and will pay the lower rate until the requirements in Table C.2 are met. The deduction shall be clearly documented on the Crew Time Report (CTR) by the Government Representative responsible for supervising the crew. The downgrade determination usually occurs when the required crew experience level drops below 60%. (At least 60% of the crew must have one season or more experience).

G.2 (c) Daily Guarantee: Each calendar day the NCC is under-hire the Government shall pay no less than (8 hours) x (number of crew members) x (full contracted rate specified in the awarded schedule), or the actual time worked, whichever is greater. For the first and last day of the assignment, the Daily Guarantee does not apply and payment shall be made for actual hours worked and/or traveled. The last day of an assignment is considered to be that day when the NCC completes authorized travel back to the DDP. If the NCC is reassigned to another incident while in travel status back to the DDP, then the Daily Guarantee applies.

G.2 (d) The Daily Guarantee does not apply when the crew is non-compliant. Contractor will be paid for the actual hours worked prior to becoming noncompliant.

G.2 (e) Only the Crew Boss is required to attend operational period briefings, and therefore is entitled to payment for this time. A maximum of four persons per crew may attend the briefings with compensation if such is requested by the Government in advance and approved in writing on the Crew Time Report. The following positions apply: Crew Boss or Trainee, and Squad Boss or Trainee and ICT5. Trainees must have an initiated Task Book and be listed on the Crew Manifest as such and must be acknowledged and documented upon check-in at the incident. During rare occasions, briefings may be ordered by the Government for the entire crew. When entire crew briefings are ordered by the Government, the order must be in advance and approved in writing on the Crew Time Report.

G.2 (f) Off-Shift Duties: No additional payment will be made for costs associated with crew support such as tool sharpening, equipment maintenance, invoice reconciliation, laundry service, check out, or any other off-shift activities related to crew readiness beyond the guarantees set forth herein.

G.2 (h) Overnight allowance and meal allowance: (1) Overnight Allowance: When the government cannot provide a campsite, and if authorized by the user unit (ie documented on the CTR) and properly receipted and invoiced, actual lodging expenses (**double occupancy**) incurred by the NCC are reimbursable. While in travel status to and from incidents actual lodging expenses are reimbursable. For any lodging expenses invoiced at single occupancy, the reimbursement payment shall be reduced by 50% for each room singly occupied. If the NCC has an odd number of male or female crew members an additional room may be authorized. **The maximum allowable lodging rates per room, excluding taxes shall not exceed the current standard Continental United States (CONUS) lodging rates referenced in the Federal Travel Regulations (FTR). Double occupancy rates may be higher, but must not exceed double the standard CONUS lodging rate. Any associated lodging taxes are reimbursable as documented in on the lodging invoice.** (The current standard CONUS lodging rate is \$77.00; therefore the max we are authorized to pay for double occupancy per room is $(\$77.00 \times 2 = \$154.00)$). Here are a few examples for clarification:

Example 1: Lodging receipt is for a total of \$120/room plus \$14.82/room for taxes. The Contractor is entitled to the \$120/room plus the actual taxes per room. The \$120 double occupancy rate does not exceed double the standard CONUS lodging rate of \$154.00.

Example 2: Lodging receipt is for a total of \$77/room plus \$9.58/room for taxes. The Contractor is entitled to the \$77/room plus the actual taxes per room.

Example 3: Lodging receipt is for \$168/room plus \$18.00/room for taxes. The Contractor is entitled to no more than \$154/room plus the actual taxes per room. **Double occupancy rates may be higher, but must not exceed double the Standard CONUS lodging rate. (Current Standard CONUS $\$77 \times 2 = \154.00). Therefore the most the contractor will be reimbursed is \$154/room plus actual taxes per room.**

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

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

G.2 (j): Ordered Rest: When directed by the Government, in its effort to address agency work/rest guidelines, rest is paid at 8 hours per person per day at the full hourly fire suppression rate.

C.21 (a): First Aid, Emergency Evacuation, and Accidents: The Government may provide first aid, but any costs associated with further medical treatment will be the responsibility of the Contractor.

Payment Office for Project Work: The benefitting Agency that is ordering and funding the project will process the payment through their appropriate Paying Unit in accordance to their Agency Procedures. Reference Section C.13 & G.5 for project work. The ordering official, of project work, shall provide a copy of each task order issued to the National Contracting Officer in order to track obligations towards the minimum guarantee. State or local agencies have no existing authority to order Project Work under this contract.

If you need additional clarification please contact me at mgsdraper@fs.fed.us or 208-387-5610 (office) 208-867-5073 (mobile). The full text of the contract and current contract prices can be found at <http://www.fs.fed.us/fire/contracting/crews/crews.htm>

/s/ Melinda G. Draper

MELINDA G. DRAPER
Contracting Officer