

A How-To Guide for Fire and Resources Contracting



National Wildfire Coordinating Group
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Purpose and Scope

This guide provides a step-by-step protocol to assist the Geographic Areas in making greater use of qualified contracting resources for fire and fuels management programs. The intent of this “how to” guide is to help the requestor, the contracting officer, and the dispatcher facilitate the delivery of the requested resources. By following a series of steps, a protocol can be established that will result in a greater use of qualified contracting resources, in a fair and timely manner, as well as provide appropriate training, monitoring, and evaluation.

This “how to” guide also contributes to a common understanding of the opportunities for fire management contracting; explains what services can or cannot be contracted according to government regulations; provides sources for examples of contracts; and recommends methods for implementation of certification and performance evaluation.

It is hoped that this guide will “demystify” the complexities of contracting for these specialized resources and provide support and contacts for those new to this important job.

Background

Fire suppression resources traditionally have consisted of federal and state and cooperator personnel and equipment available for initial attack and large fire support on the nation’s wildland fires. During the 90s, cultural, demographic, and budget declines reduced the number of permanent and temporary federal personnel trained and equipped to assist in wildland fire suppression and prescribed fire programs. In addition, a reduction in industrial forest operations has decreased the number of people available to assist with wildland fire suppression. The outlook for fire appropriations at the beginning of the 21st century is good. A general recognition from the public and Congress is that our public lands should be healthy and productive. Fire management is an integral part of achieving those goals.

A report from the National Management Review Team, *An Agency Strategy for Fire Management*, addressed work force issues in the U.S. Department of Agriculture Forest Service (FS). It indicated a 21 percent reduction in the FS workforce from 1991 to 1998. The team also determined that 57 percent of the workforce is 45 years or older. The Department of the Interior (DOI) agencies noted a similar decline in employees qualified for Incident Command System positions (ICS). The number of DOI personnel trained to serve on Type I and Type II Incident Management Teams has decreased by 34 percent since 1992.

In 1999, the U.S. General Accounting Office (GAO) looked at federal workforce issues in the FS and Bureau of Land Management (BLM) and issued a report titled *Federal Wildfire*

Activities: Current Strategy and Issues Needing Attention. According to this report, A..the agencies' firefighting workforce is shrinking because some workers are no longer willing to take on firefighting as a collateral duty while employees with expertise in fire management are nearing retirement age." The report urged public land managers to consider the use of contracted firefighting resources to supplement the declining federal workforce.

The GAO report showed that in fiscal years 1996 through 1999 the FS and the BLM received 15 percent less than the amount of wildland fire preparedness funds deemed necessary by the budget planning process. The two agencies took actions to compensate for the reduction in funds by (1) removing engines from service, (2) not fully staffing engines, (3) reducing the time fire engines were on call from seven days per week to five days per week, and (4) not hiring seasonal firefighters and/or hiring seasonal firefighters for a portion of the fire season. Hence, the agencies' ability to fight wildland fire has decreased.

Although fewer FS and BLM firefighting resources have been available to fight fire, the number of fires and acres burned has steadily increased during the past three years. Statistics from the National Interagency Coordination Center (NICC) from 1997 to 1999 show an 18 percent increase in fires reported, and a 48 percent rise in the number of acres burned. According to NICC statistics for January through November 2000, federal and state agencies have reported 33 percent more acres burned than were reported during the same time in 1999.

Federal agencies are also conducting more fuels management projects on public lands. In 1999, the FS, BLM, Bureau of Indian Affairs (BIA), National Park Service (NPS), and U.S. Fish and Wildlife Service planned to treat 2,300,500 acres. This was 172 percent more than the 10-year average number of acres treated for all five federal agencies. The increasing fuels management workload provides another strong indication that alternatives must be examined quickly. Clearly, supplemental wildland firefighting resources are needed to help public land managers with fuels management and suppression efforts.

One way to meet workforce and budget challenges is to expand the use of private resources. Regardless of budget fluctuations, contracting remains an efficient and important tool for providing the federal agencies with the resources they need to suppress wildland fire and accomplish resource objectives. Further, contracting provides an important source of work for local economies and communities where wildland fire is part of the landscape. It also encourages the development of special skills that become a valuable pool of experience for specialized tasks.

Although fiscal year 2001 budget projections are positive, the federal agencies are still facing a decline in a skilled workforce due to aging and attrition. It may be several years before newly hired specialists are at full operational level. Public land managers should continue to make the best use of contracting to reinforce the current workforce and provide a workforce for short-term projects that require people or equipment on a temporary basis.

Step 1: Identify the Resource

Discussion

The type of resource requested is identified based upon the type of work to be performed. Fire programs within agencies include prevention, fire planning, fuels treatment program, severity needs, and suppression. Prevention and fuels treatment programs consist of work that can be performed either by agency staff or through contracts. Establishing the program requirements before the next fiscal year assists fire managers with accomplishing the work. This information can be entered into the agencies' service and supply plan or their advance acquisition plan. Establishing this type of plan allows the agency to enter the appropriate type and number of contracts to implement the work that is to be accomplished. Severity and suppression work tends to be more sudden in nature and is typically an emergency. However, identifying the quantity and type of resources required, if the unit has the potential for severity support or for additional initial attack or large fire support, can be done in advance of the fire season. Pre-season agreements are one method of establishing these in advance. The utilization of contractors for other than just suppression is another method that assists fire managers with meeting their total program requirements. Severity and suppression of fires use the resource order system for obtaining needed resources. Fuels treatment, specifically prescribed fire, also uses the resource order system in several geographic areas. Upon identifying the type of work to be performed, consulting contracting staff or other agencies is the next step. If the work is to be accomplished immediately, such as on a fire incident, the submission of the resource order through the system occurs. The requestor can suggest a potential source of supply.

Examples

There are several categories of work within the fire program that can be done by either agency personnel or contractors:

- Personnel – crews, unit leaders, time recorders, etc.
- Equipment – engines, tenders, water trucks, pickups, dozers, caterpillars, etc.
- Facilities Construction and Maintenance
- Fuel Treatment – hand, mechanical, prescribed burning
- Prevention Program – materials, marketing and communication, community outreach
- Incident Support Functions – caterers, shower units, commissary, etc.

Implementation

After the work is identified:

- Consult the unit's service and supply plan or the advance acquisition plan to see if a contract exists to do the work.
- If a contract does not exist, determine if the work to be performed is inherently governmental (Step 2), and if it is not, inquire as to the ability to establish a contract.
- For incident or severity needs:
- Complete a resource order with the pertinent information (may include potential source).
- Submit the order to the dispatch center (local level).
- The order is processed by receiving unit (buying unit or dispatch office) and if a local source is available, it will be filled at that level.
- If the dispatch center is unable to fill at the local level, the order is submitted to the Geographic Area Coordination Center (GACC).
- The receiving GACC will process the order using the appropriate source, and if the resource cannot be filled at that level, it will be submitted to NICC.
- NICC will process the order using the appropriate source at the national level.

Barriers

Identifying the work to be performed is straightforward. Fire program managers should communicate with and get involved with contracting staffs well in advance to identify their program of work, which should include potential for emergency suppression needs. Unfortunately, many units no longer place an emphasis on developing service and supply plans to include fire resource needs. When a unit has an incident, or enters into a severity situation, having a source of resources to draw from is ideal. The dispatch community and buying teams rely heavily on lists of resources available to fill their customer requests. If the lists do not exist, or are limited in numbers, filling requests can be at risk. In addition, during peak fire season or other emergencies, the amount of resources available is the controlling factor if and when an order may be filled. Allocation of resources is based on priority as established by geographic or national level Multi-Agency Coordination groups. Resource orders are processed in the order that they are received by the dispatch office or geographic area coordination center. There is a finite number of agency and contract resources. Outstanding requests for resources will be filled sequentially or by set priority as they were received and therefore may not be available when needed. However, the type of resource needed for an alternative may not be feasible through a contract if it is work that is inherently governmental. (See Appendix 4).

Step 2: Contracting for Resources

Discussion

Public land managers have used contracts for fire management resources for many years. Fire managers currently use contracts for fire-related missions at the local, geographic, or national levels. Small contracts are awarded locally for specific purposes such as the ignition and mop-up of a prescribed fire. Large contracts are established at the geographic or national level for helicopters, airtankers, caterers, and showers. In addition, agencies enter into Call-When-Needed (CWN) agreements for equipment, which can be utilized, on incidents.

In some wildland management agencies, organizational (support) operating costs are so high that agencies have moved to zoning of some fire management positions. Public demands and budget fluctuations are forcing agencies to clearly define the best mix of resource types needed to manage wildland fire programs.

Our ability to obtain additional fire suppression resources through the use of awarded timber sale contracts workforce has diminished over the past two decades due to reductions in timber harvest and industrial operations on federal lands.

Society continues to emphasize public sector downsizing with improved accountability. The Government Performance and Results Act of 1993 (GPRA) mandated that federal agencies implement performance-based management and budgeting practices. GPRA shifts traditional federal concerns over staffing and project activity levels to more meaningful measures of results.

Examples

- Pacific Northwest Interagency Crew Agreement for Oregon and Washington, which is administered by the Oregon Department of Forestry.
- Indefinite quantity crew contracts on the Shasta-Trinity, Plumas, Modoc and Lassen National Forests in California.
- Indefinite quantity fuels management contracts for BLM in Oregon.
- Office services agreements used by the FS in California.
- Pacific Northwest Interagency Engine/tender Agreement for Oregon and Washington, which is administered by the FS Regional Office.
- Agreement for geographic information system (GIS) services with the FS in California.

- Cost reimbursement contract with the State of Oregon for fire protection of BLM lands.
- Pacific Northwest personnel and equipment time recorder contract administered by the FS Regional Office.
- National commissary contract administered by the National Interagency Fire Center (NIFC).
- www.blm.gov/natacq/FIRE/contracting.html is a source for various types of contracts and templates to use to develop contracts

Implementation

- The decision must be made regarding what services will be contracted. (Refer to Inherently Governmental, Appendix 4).
- Decide on the most appropriate type of contract or agreement to use. Contracts available for fuels management and/or fire suppression needs include the following: single and multiple award contracts; single task and multi-task procurements; and, single agency or multi-agency sponsorship. (Refer to Methods and Types of Contracts, Appendix 6).
- Specifications must be developed for services that are to be contracted, and contracts or agreements must be written. (Refer to Department of Interior Contracting Resources Website Information, www.blm.gov/natacq/FIRE/contracting.html).
- Standards - When entering into contracts and agreements, consideration should be given to whether standards exist and to the geographic scope of the contract. For instance, are there good reasons to expand the scope to include multiple agencies, or to include other geographic areas?
- Determine whether standards are needed.
- Determine if national standards exist for the services being acquired.
- Determine if geographic area standards exist for the services being acquired.
- The agencies should use all outreach tools currently available to reach a wide audience of potential contractors. Agency personnel should work with public affairs staffs to develop new communication tools designed to reach potential contractors. Following are methods which can be utilized to find potential contractors:

- Contractor Associations may be contacted to locate potential fire suppression resources.
- Advertisements can be placed in the Commerce Business Daily for specific contracts, or to seek potential sources for fire suppression work.
- Contracting opportunities can be posted on federal wildland agency web sites on the World Wide Web.
- Public meetings may be held to solicit potential contractors and to answer questions regarding contracting opportunities.

Examples

Examples of contracts that are currently being utilized for the acquisition of fire suppression resources include the following:

- Definite quantity contracts;
- Indefinite delivery, indefinite quantity (IDIQ) contracts, with guarantees;
- Requirements contracts;
- Call-when-needed (CWN) agreements, such as emergency equipment rental agreements (EERA's)

Barriers

- Lack of National Standards
The lack of national standards makes geographic area contracts more difficult to use when crossing geographic boundaries. Without national standards, equipment and personnel standards may vary between geographic areas and one area may not accept another's equipment or personnel.
- Cultural Barriers
There is a preceived idea that the current agency wildland fire culture does not support the use of contract resources. Integration of contract resources will take time. We need to educate our agency personnel regarding the benefits of utilizing contractors.
- Contractor Sustainability
The lack of guarantees in contracts could substantially affect contractor viability.

Step 3: Determination of Qualifications

Discussion

Contract employees, as a minimum, should meet the minimum standards for physical fitness and training as established in *PMS-310-1, Wildland and Prescribed Fire Qualifications System Guide*, and the *National Interagency Mobilization Guide (NFES 2092), Chapter 60*. Agencies may supplement the qualifications and skills found in PMS-310-1 with agency-specific requirements as long as the agency specific requirements exceed those established in PMS-310-1.

Certification of agencies, instructors, students, or contractor employees not members of the National Wildfire Coordinating Group (NWCG) is not the responsibility of the agency, but of educational institutions, contractor associations, or the contractors through self-certification.

Implementation

There are three basic methods for certifying the qualifications of contracted services.

- Contractor employee certification by recognized contractor associations. Geographic Area Coordination Groups may enter into a Memorandum Of Understanding (MOU) with a recognized contractor association that allows the association to certify the qualifications of its members. The agency agrees to accept this certification for the purposes of employment provided:
 - The association meets the guidelines in the NWCG position paper *Training, Qualifications and Certification for Non-NWCG Entities*, dated Jan.12, 1994.
 - The Geographic Board reviews the procedures of the association annually to ensure compliance with the guidelines.
 - Positions certified are at the Leader level or lower. (Refer to PNWCG MOU example, Appendix 10)
- Contractor self-certification as a requirement in the contract. Contractor self-certification is an option for agencies to reduce costs, time and overhead. This is the least expensive option; however, contractor self-certification limits the agencies' control and quality assurance. Contractor self-certification increases the opportunities for contractor error in the interpretation of standards and requirements.

- Agency certification of contract employees.
Agencies shall not certify private contractors except where formal agreements are in place.

Agency personnel may be used to verify contract personnel training records, fire qualifications, and to conduct preseason and incident inspection of contract equipment and personnel. National and/or geographic agency representative and inspector standards must be established in order to provide an equitable and fair inspection process for all contracted resources. (Refer to Individual Employee Training Verification Form example, Appendix 12)

Examples

MOUs with training institutions and associations.
(Refer to MOU Public Training Provider and PNWCG and Area Training Committee, Appendix 11)

Barriers

- Inspection of contract personnel training records, fire qualifications and equipment can be labor intensive and expensive for the agency.
- Lack of national qualification standards for agency personnel for inspection of contractor equipment and training records.
- Lack of nationally accepted fire qualification standards for contract resources.

Step 4: Dispatching Contract Resources

Discussion

Dispatch procedures vary by location, with the “closest forces” concept usually used for initial attack. Agency and cooperator resources are generally the first to be called in for initial attack. Contractor resources are more often utilized for large fire support purposes after the initial attack phase. Contract resources are also used for back filling agency resources that are committed to large fire support assignments and for filling severity needs.

Examples

Dispatch organization:

A. Level I - Dispatch at Incident Agency/District/Fire Management Office:

Dispatching resources for fire suppression for initial attack (small incidents) is accomplished by the dispatch agency using the local Service & Supply Plan.

The incident agency is responsible for establishing and annually updating its Service and Supply Plan. This plan will usually include:

1. Emergency Equipment Rental Agreements, OF-294.
2. Blanket Purchase Agreements.
3. Other agency contracts.
4. Available local open-market sources including vehicle and equipment rentals and repairs.
5. Local interagency agreements.
6. Geographic area supplement for standard emergency equipment rental rates covering different types of equipment and vehicles.
7. Geographic Area AD-5 rates.

This plan assists dispatch in determining what local resources are available, and may also include other local wildland fire agencies resources.

B. Level II – If the incident increases in size and all resources requested locally including neighboring units are utilized, the additional resources are then ordered through the Geographic Area Coordination Center (GACC).

Implementation

The Geographic Area will have a mobilization guide specific to its area. Procedures to be followed are outlined in this guide, and if filling the request exceeds the geographic area's capability, the process identified in the National Interagency Mobilization Guide will be followed.

To truly integrate contracted resources within the dispatch system, all qualified, contracted resources do need to be identified.

Follow the process identified in Step 1, Implementation.

Barriers

There needs to be a cultural change within agencies to accept contract resources over agency personnel for the type of work needing to be performed.

There are no specific guidelines regarding utilization of agency personnel versus contractors.

An automated system does not currently exist to track contractor availability. The National Interagency Coordination Center (NICC) currently has access to a private web based system that displays contractors who either join an association or pay for this service. The Resource Order Status System (ROSS) currently under development and implementation will be modified in the future to include this service.

No web site for contractors exists that provides agencies with a quick and inexpensive process to communicate with contractors.

There is no automated system to perform an analysis based on cost, past performance, and location to determine which contractor should be selected from a number of competing contractors for an assignment. In addition, there is no automated or efficient system to notify home units of contractors with performance problems that need to be corrected before they are available for future dispatches.

Step 5: Monitoring and Evaluating Contract Resources

Discussion

Program personnel periodically request that emphasis be given to “best value” in making awards or placing orders for contracted resources. In order to implement decisions based on best value, records of contractor performance must be in place.

Examples

- Fire Crew Performance Rating Form, ICS-224, should be used to evaluate crew and engine contractor performance.
- NIFC national catering contract evaluation form.
- NIFC national shower contract evaluation form.

Implementation

- The ICS supervisory personnel should fully evaluate contractor performance at the incident or assignment and document it on the appropriate ICS form. Unsatisfactory performance may be grounds for release or termination of the agreement. Support for the award of subsequent agreements may be based on past performance. Incident overhead personnel should be encouraged to monitor and evaluate the performance of all contracted resources.
- Include evaluation instructions in each awarded contract or agreement.
- Include inspection procedures to monitor contractor performance at least weekly.

Barriers

- Performance evaluations are often a low priority for incident overhead personnel. Thus, relatively few performance evaluations are completed. The value of performance evaluations should be stressed in training and in incident briefings.
- Often, the overhead personnel responsible for managing and evaluating contracted resources are demobilized before the contracted resources are released, leading to evaluations by personnel that had relatively little contact with the resources during the most intense parts of the incident. The overhead personnel should complete contractor

evaluations regularly, e.g. weekly, to ensure that the most knowledgeable overhead personnel evaluate contracted resources.

- Dispatchers rarely get contractor performance evaluations from an incident or assignment. Therefore, a poor performer could be dispatched to succeeding incidents, often without delay. An automated dispatching system should be used to consider the performance evaluations of contracted resources.
- Incidents often do not have trained inspectors available to do inspections.

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Appendix 1

CHARTER FIRE MANAGEMENT CONTRACTING TASK GROUP NATIONAL WILDFIRE COORDINATING GROUP

I. BACKGROUND

This team is formed as an AD HOC task group to the National Wildfire Coordinating Group (NWCG) for the limited purpose of identifying and recommending resolutions to issues surrounding the use of fire management contractors in federal and state wildland fire management activities.

II. NAME

The name of this task group is the "Fire Management Contracting Task Group" (Task Group) of the NWCG.

III. AUTHORITY

The Task Group is established pursuant to the underlying authorities of the NWCG, and by assignment of the task by NWCG at a joint NWCG and Geographic Area Coordinating Group meeting on June 10, 1999.

IV. PURPOSE

The Task Group will identify and recommend resolution to issue surrounding the use of fire management contractors at the local, geographic and national level. The Task Group will identify and recommend resolutions to issues of national mobilization of contract forces, e.g. payments, contract administration, transportation.

V. ORGANIZATION

The Task Group is under the direction of the NWCG. A member of NWCG will serve as chair and liaison to NWCG.

VI. MEMBERSHIP

The Task Group members will include federal and state representatives from more than one geographic area. The Task Group will be represented by members having expertise in fire management, contracting, and fire business practices.

VII. TEAM LEADER AUTHORITIES AND BUSINESS PRACTICES

The Team Leader is authorized to convene meetings and schedule agenda items; assign tasks to Task Group members; coordinate with other NWCG working teams, such as the

Appendix 1

Business Practices Working Team, as necessary; represent the Task Group to NWCG, and to make periodic and final reports to the NWCG members.

All work related costs will be charged to the member's agency. Travel and Per Diem expenses of state members will be met by the USFS according to NWCG procedures. (???)

VIII. REPORTS

The Task Group will report its findings and recommendations to the NWCG at the June, 2000 NWCG meeting.

IX. SUNSET DATE

The Task Group is intended for a specific project and will terminate concurrent with the presentation of the final report to the NWCG. NWCG reserves the right to assign further follow up work to the Task Group.

X. APPROVAL

This Charter is effective on the date of approval by the Chair of NWCG. The Charter may be revised upon recommendation of the majority of the Task Group and concurrence of the NWCG.



NWCG Chair

11/16/99
Date

Appendix 2

Task Group Members

Tory Majors
USDA Forest Service
National Interagency Fire Center
Boise, Idaho

Bob Heaton
Bureau of Land Management
Pacific Northwest
Portland, Oregon

Terry Brown
Bureau of Land Management / USDA Forest Service
Pacific Northwest
Portland, Oregon

Paul Rose
Bureau of Land Management / USDA Forest Service
Pacific Northwest
Portland, Oregon

Ron Borda
USDA Forest Service
Stanislaus National Forest
Sonora, California

Rosie Morin
Bureau of Indian Affairs
National Interagency Fire Center
Boise, Idaho

Appendix 3

Glossary

Agreement - an agreement between a federal and non-federal entity authorized by law allowing work to be done where the principal purpose is public support or stimulation.

Availability - status of the resources in terms of responding to a dispatch order. Ability to comply with contract requirements of personnel and equipment within established time frames.

Basic Ordering Agreement - A written understanding, negotiated between an agency or contracting activity and a contractor, that (1) contains contract clauses applying to future contracts between the parties during its terms, and (2) contemplates separate future contracts that will be incorporated by reference or attach the required and applicable clauses agreed upon in the basic agreement. A basic ordering agreement is not a contract. Basic ordering agreements may be used with negotiated fixed-price or cost-reimbursement contracts.

Closest Forces Concept – resources that are closest to the incident in terms of travel time.

Commerce Business Daily (CBD) - The public notification media by which the United States government agencies identify proposed contract actions and contract awards. The CBD is published in five or six daily editions weekly, as necessary. As required by the Small Business Act, contracting officers shall disseminate information on proposed contract actions expected to exceed \$25,000, by synopsis in the CBD. Subscriptions to the CBD must be placed with the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.

Contract - an arrangement between a federal/state agency and a non-federal agency that provides for the accomplishment of the federal agencies mission in return for money.

Contracting Officer (CO) - agency personnel with specific delegation of procurement authority, also known as warranted contracting officer.

Contracting Officer's Representative (COR) - an individual designated by the contracting officer to serve as CO representative in matters dealing with contract administration.

Contractor - private sector personnel, vendors or businesses contracted to provide goods and services to a government agency.

Cooperator - an agency with whom resources are shared as authorized in a cooperative agreement.

Emergency Equipment Rental Agreement (EERA) - used to document the agreement with the contractor and set forth the terms and conditions of rental.

Appendix 3

Extended Attack Incident - a wildland fire that has not been contained or controlled by initial attack forces and for which more firefighting resources are arriving, en route, or being ordered by the initial attack incident commander. Extended attack implies that the complexity level of the incident will increase beyond the capabilities or initial attack incident command.

Fire Protection Contract or Agreement - an arrangement where an agency, such as a state, may provide a broad range of protection services such as prevention, detection, and suppression.

Full Service Contract - a type of specification that requires the contractor to develop and execute a burn plan with agency approval.

Geographic Area - a political boundary designated by the wildland fire protection agencies, where these agencies work together in the coordination and effective utilization of resources within their boundaries. See the National Interagency Mobilization Guide, Chapter 20.

GACC - geographic area coordination center.

Indefinite Delivery, Indefinite Quantity (IDIQ) - a procurement technique which allows for pre-pricing of specified work by issuing task orders at random times throughout the contract period as needs arise, and either providing for services or furnishing supplies to be performed only by one contractor or providing for a minimum guarantee.

Inherently governmental - function which are reserved from performance only by federal government employees. See Appendix 4 and 5.

Initial Attack - the actions taken by the first resources to arrive at a wildland fire to protect lives and property, and prevent the spread of the fire.

INS - Immigration and Naturalization Service.

Local Agency - any agency having jurisdictional responsibility for all or part of an incident.

Most Efficient Level (MEL) - the fire management program budget level that results in the minimum cost plus net value change.

National Fire Management Analysis System (NFMAS) - The economic budget model used by agencies to determine MEL for their fire programs.

Preparedness - (1) condition or degree of being ready to cope with a potential fire situation; or (2) mental readiness to recognize changes in fire danger and act promptly when action is appropriate.

Appendix 3

Prescribed fire - A management ignited wildland fire that burns under specified conditions where the fire is confined to a predetermined area and produces the fire behavior and fire characteristics required to attain planned fire treatment and resource management objectives.

Request for Proposal (RPF) - requests for proposals (negotiated, best value) anticipating award to be made based on evaluation of price and technical factors.

Sealed Bidding - a technique of awarding contracts based on evaluation of price alone.

Severity - Suppression funds may be used to increase the level of presuppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

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

Warrant - The official delegation of authority to contracting officers and procurement officers establishing the dollar amount and type of limits for purchasing.

Wildland Fire - any fire occurring on the wildlands, regardless of ignition source, damages, or benefits.

Appendix 4

Inherently Governmental Functions on Fire Assignments

Background

As the federal workforce reduces in size and major responsibilities remain with federal agencies (such as fire protection of federal lands), it is increasingly advantageous to complete tasks by contract. For instance, equipment is routinely hired with operator for ground work. Camp support is commonly contracted for such needs as shower facilities and catering. Fire crews are obtained by contract to the maximum extent possible, primarily in the northwest, and this approach is spreading to other areas. For the first time, in 1999 contracts were issued for time recorders for duties previously reserved for Government employees, either by custom or policy. The question arises as to what duties may be performed by contract, and what duties should be reserved for Government employees by policy.

Regulatory Guidance

The Federal Acquisition Regulation (FAR), Subpart 7.5, attached, addresses the criteria to be used for determining which duties and functions **are** “inherently governmental” in nature. For example, FAR 7.501(a) lists as inherently governmental any actions to “bind the United States...by contract”, actions which “significantly affect the life, liberty, or property of private persons” or “direct or control officers or employees of the United States.” Examples of inherently governmental functions listed at FAR 7.503(c) include “direction and control of Federal employees”, “selection or non-selection of individuals for Federal Government employment”, “determining what supplies or services are to be acquired by the Government,” “approving any contractual documents”, “awarding contracts”, and “administering contracts”, but exempts “routine voucher and invoice examination” which may be considered analogous to time recorder duties.

FAR 7.501(b) describes functions as **not** inherently governmental as “building security, mail operations, operation of cafeterias, housekeeping, facilities operations and maintenance, warehouse operations, motor vehicle fleet management operations or other routine electrical or mechanical services.” FAR 7.503(d) lists some examples of those not inherently governmental as those that involve or relate to “reorganization and planning activities”, “strategy options to be used by agency personnel in developing policy”, “evaluation of another contractor’s performance”, “assistance in contract management”, and “inspection services.”

According to FAR 7.501, definitions of inherently governmental functions are made by “policy determination, not legal determination.” FAR 7.503(a) states, “Contracts shall not be used for the performance of inherently governmental functions.”

Policy

Since supervision of federal employees is a critical criterion to determine whether or not a function is inherently governmental, some functions may be structured to interact with individuals as needed to perform their functions, but not supervise them. The organization may, for instance, assign agency representatives, who normally report to the Liaison Officer, directly to the Incident Commander, thereby relieving the Liaison Officer from supervision. On the other hand, assigning subordinates to positions which would otherwise not be inherently

Appendix 4

governmental such as Commissary Manager or Time Recorders, would transform the position to one which is inherently governmental. Care is required to refrain from assigning federal government subordinates to a contract position.

- *Camp management functions* such as shower and catering operations and security services that do not involve criminal investigations, such as prisoner detention or transport, **are not** inherently governmental.
- *Fire line functions* such as fire crews, engines, water trucks, busses, and the like **are not** inherently governmental.
- *Command and Operations overhead functions* such as Incident Commander, Safety Officer, Division Supervisor, Strike Team Leader, and Crew or Engine Boss, direct and control Federal employees, and significantly affect the life, liberty or property of private persons, including the private persons who make up contracted fire crews and equipment. They also routinely order the acquisition of supplies and services. These positions **are** considered inherently governmental.
- *Command functions* not supervising federal employees, such as Information Officer and Liaison Officer, **are not** inherently governmental.
- *Staff overhead functions* such as Finance Chief, Planning Section Chief, Time Unit Leader and other Unit Leaders direct and control Federal employees and select individuals for federal government employment. These positions **are** considered inherently governmental.
- *Staff support functions* which include approving, awarding or administering contractual documents **are** inherently governmental. Other staff support functions where federal employees are not supervised, such as Weather Observer, Field Observer, Personnel or Equipment Time Recorder, Commissary Manager, Mechanic, Driver/Operator, Messenger, Assistant Cook, Communications Technician, and Emergency Medical Technicians, **are not** inherently governmental.

Appendix 5

Incident Command Structure Positions

ICS Structure	Inherently Governmental	Not inherently Governmental
Command and Operations Overhead Functions	Incident commander, safety officer, operations section chief, division supervisor, strike team leader, crew or engine boss	
Staff Overhead Functions	Finance section chief, planning section chief, logistics section chief, time unit leader, and other unit leaders	Sub-staffs such as the “finance section” or “logistics section”
Command Functions (not supervising federal employees)		Information officer, liaison officer
Camp Management Functions		Caterer, shower unit, security services (i.e., prisoner transport)
Fire Line Functions		Crews, engines, water trucks, busses
Staff Support Functions	Contracting officer, Contracting officer’s representative	Weather observer, field observer, aircraft/personnel/equipment time recorder, commissary manager, mechanic, driver/operator, communication technicians, emergency medical technicians

ICS positions not listed may or may not be inherently governmental. If the position does not supervise federal employees than it more than likely falls under the not inherently governmental column.

Appendix 6

Methods of Contracting

Request for Proposals (RFPs) - A RFP can be used on a project that is estimated not to exceed \$100,000. Submitted offers include both a pricing and a technical proposal. Award is based on the best value to the government.

Invitation for Bids (IFBs) - An IFB can be used on a project that is estimated not to exceed \$100,000. It involves public bid openings and award is made to the responsible, responsive bidder with the lowest bid price.

Types of Contracts

Indefinite Delivery, Definite Quantity (IDDO) - This contract is for a set quantity of items or work where the delivery date during the contract cannot be established in advance. Orders against the established quantity are placed during the life of the contract until all have been received.

Indefinite Delivery, Indefinite Quantity (IDIQ) - This contract does not have a set amount of the items or work that will be ordered. The contractor's receiving contracts are only guaranteed a certain minimum that will be ordered during the contract as well as a maximum beyond which no further orders will be placed.

Requirements - This type of contract does not have guaranteed minimum amounts of orders that will be received. The contractor may or may not receive any orders during its term. However, the contractor is guaranteed that it will receive all orders for that item or work that the contracting agency has during the term of the contract.

Personal Services - This type of contract establishes an employer-employee relationship between the Government and the contractor's personnel. (Requires special authority)

Types of Agreements

A basic agreement is negotiated and contains clauses and prices applying to future orders for supplies and services during the term of the agreement

Emergency Equipment Rental Agreement (EERA) - This is used to document the agreement with the contractor and set forth the terms and conditions of rental.

CWN Agreements – Used to document the agreement with the contractor and set fourth the terms during term of the agreement for aircraft or helicopters.

Pre-season Agreements (EERAs, CWN Agreements, Land Use Agreements) – Because actual needs of the incident agency and availability during the emergency incidents cannot be determined, arrangements for preseason sign up shall be made by the incident agency to ensure prompt and economical acquisition.

To avoid duplication and ensure coordination among agencies, only one preseason agreement should be initiated with each contractor for the same piece of equipment.

Appendix 6

Methods and Types of Contracting

A. Contract Types

1. Definite Quantity Contracts

- a. Detailed maps and descriptions required.
- b. Specifications and specific locations of work delineated.
- c. Contract time established, which may be multi-year or renewable by option.
- d. Price by the work unit as opposed to time and materials.
- e. Contractor must comply.
- f. Guarantee unnecessary, as quantity is definite.
- g. Options may be included for similar work.

2. Indefinite-Delivery, Indefinite-Quantity (IDIQ) and Requirements Contracts

- a. *Sample* representative maps and descriptions required.
- b. *Sample* representative units identified to set work standard.
- c. Specifications of work delineated in contract.
- d. Contract time for each task order determinable from contract.
- e. Total contract time may be multi-year or renewable by option.
- f. Price by the work unit as opposed to time and materials.
- g. Meaningful “minimum guarantee” required, e.g. 5-10% of maximum usage OR may require use of the contract in lieu of a minimum guarantee.
- h. Task orders issued for actual areas to be worked. Contractor must comply.
- i. Often used for full service prescribed burn services.
- j. Can be used locally, regionally or nationally.

3. Call When Needed Arrangements

- a. Commonly used for preseason agreements for crews and equipment.
- b. Basic ordering agreement, not a firm contract for either party. Government may order, and Contractor may comply.
- c. Often paid by the hour or mile as amounts and location of work uncertain and it is not practicable to obtain firm total prices due to emergency needs.
- d. Minimum guarantee cannot used due to informality of agreement.
- e. Can be used locally, regionally or nationally.

B. Agreements

1. Permitted only where statutory authority exists, for example:

- a. Reciprocal Fire Protection A of May 27, 1955
- b. Economy Act of June 30, 1932
- c. Disaster Relief Act of May 22, 1974

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- d. Cooperative Funds and Deposits Act of December 12, 1975
- e. Federal Land Policy and Management Act of October 21, 1976
- f. Wyden Amendment, P.L. 104-208 and P.L. 105-277

- 2. Interagency agreements are between federal agencies.
- 3. Assistance (cooperative) agreements are with one federal agency and a state agency, educational institution, or, less often, for-profit or non-profit commercial entities.
- 4. Signature required by warranted contracting officer.
- 5. Memoranda of Understanding cannot be used if transfer of funds may occur.

C. Administration

1. Regulatory - Laws/Policy/Guidance

- a. Inherently governmental functions must be performed by federal employees. See Appendix 4 and 5.
- b. Delegations of procurement authority are issued by each federal Department, and recognized across agency boundaries for emergency procurements. Some agencies allow all COs to sign agreements and contracts, and others have contracting officers separate from agreement officers.
- c. Minimum guarantees and options are only usable on binding contracts and agreements, not call-when-needed arrangements, as minimum guarantees and options are mandatory features not compatible with non-mandatory arrangements.
- d. Contracts for project work may include clauses requiring assignment to emergency fires. However, emergency call-when-needed arrangements may not be used for project work. Indefinite-delivery, indefinite-quantity (IDIQ) contracts may be used to incorporate both project work and emergency work.
- e. Service Contract Act (SCA) requires payment of minimum wages for federal service contracts over \$25,000. SCA applies to pre-season call-when-needed arrangements expected to exceed \$25,000.
- f. Other Dept. of Labor requirements, e.g. child labor, Fair Labor Standards Act (FLSA), Migrant and Seasonal Protection Act (MSPA) etc., enforced by DOL.
- g. Immigration and Naturalization Service (INS) enforces use of only citizens and legal aliens on Government contracts.
- h. Occupational Safety and Health Act (OSHA) requirements enforced by the states by delegation from DOL.
- i. State licensing requirements may be enforced by States (e.g. Oregon and Washington) if contractors (as opposed to employees) are considered “farm/labor contractors”.
- j. Health insurance and Workers’ Compensation requirements enforced by states, not monitored by agencies.

2. Liability issues -

- a. Contractor generally liable for completion of projects, loss and damage to own equipment, injuries to employees. Government is normally liable for fire damages under full-service

Appendix 6

prescribed fire contracts where Government approves burn plan and fire executed in accordance with the plan.

- b. Government generally liable for loss and damage to hired equipment beyond normal wear and tear, but not for injuries to employees hired by the hour unless injury occurred as a result of Government direction.

3. Fiscal, Government funding

- a. CO authority levels are not exceeded if the estimate of work reasonably falls within CO authority and work exceeds dollar authority within the scope of the contract. COs with high level dollar warrants should sign preseason agreements given expectation of high use on a given season.
- b. Fiscal obligation occurs on award of definite quantity contract, on exercise of an option, and on issuance of a task order under an IDIQ contract. Obligation is made under call-when-need arrangement when the order is placed, but not recognized by finance until invoices are received.

4. Contracting/Specification/Performance requirements

- a. Clear specifications must be included in definite quantity or IDIQ contracts requiring project work. Under call-when-needed arrangements, direction is given by the Government.
- b. Performance reports should be prepared under any type of contract or arrangement to document work quality. As specifications are not present under call-when-needed arrangements, objective performance standards are not present and performance reports much more subjective.

5. Local, Geographic, or National Contracts or Arrangements

- a. Local contracts and arrangements can be tailored to the need, but broader contracts and arrangements provide more standardization. Standardization implies broader effort across state, regional, and agency boundaries to achieve agreement on requirements and pricing mechanisms.
- b. Broader contracts and arrangements require a lead office and agency to coordinate sometimes very time consuming tasks to gather agency needs, consider contractor input, issue solicitations, and award and administer the contracts and arrangements. The effort must also include education of COs, CORs, managers, users, and contractors.

D. Dollar Thresholds of Contracts

1. Under \$2,500

- a. No Commerce Business Daily (CBD) synopsis required.
- b. No competition required.
- c. Selection on fair and reasonable price.

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2. \$2,500-\$25,000

- a. No CBD synopsis required.
- b. Competition required of three quoters, may be local.
- c. Exception from competition for emergency fire suppression.
- d. Award on price, technical factors and past performance.

3. \$25,000-\$100,000

- a. CBD synopsis required, 15-45 day impact.
- b. Competition required of three quoters, may be local
- c. Exception from competition for emergency fire suppression.
- d. Award on price, technical factors and past performance.

4. Over \$100,000

- a. CBD synopsis required, 30-45 day impact.
- b. Full and open competition required, cannot restrict to local firms.
- c. Exception from competition for emergency fire suppression.
- d. Request for Proposal (RFP) used, award on price, technical factors and past performance (negotiated best value method) OR Sealed Bid used, award on price. alone (low responsive, responsible bidder method).
- e. Definite quantity or IDIQ contract used.
- f. Minimum guarantee (or requirement to use contract for all needs) may be used.
- g. Options for additional work may be used.

E. Some Specific Related Examples

1. Prescribed Fire

- a.. Ignition and mopup only. Government prepares burn plan and acts as burn boss. Contracts usually awarded on sealed bid (low price) basis.
- b. Full service, with contractor preparing burn plan, conducting burn and acting as burn boss. Contracts awarded using negotiated method including best value, past performance.
- c. Indefinite-delivery, indefinite quantity (IDIQ), where various fuels management tasks are included such as hand piling, fuelbreak construction, brushing, slashing, girdling, pruning, swamper burning, underburning, hand pile burning and broadcast burning. Contracts have minimum and maximum task order limitations and can cover more than one federal agency.
- d. Single or multiple award for a given location. If multiple award, task orders often placed on a combination of price and past performance. Contractors generally prefer single award or only two - three contractors under multiple award to assure regular work.

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2. Recurring Fire Protection Services

Services can be provided by agency personnel and equipment, by contract with private companies, by contract with State protection agencies, or a combination. BLM may contract for prevention, detection, and suppression with the state Departments of Forestry to include specific action and preparedness plans for each State fire district to establish standards of protection. Payment is on a cost-reimbursement basis. The state subcontracts with commercial crews to be hired as needed for specific fire emergency work.

3. Fire Suppression Crew Services

a. Agencies establish preseason agreements for prices and terms for crews. Federal and State agencies can cooperate for a single agreement to cover the needs of all agencies with fire suppression needs, such as Forest Service, BLM, Fish and Wildlife Service, Bureau of Indian Affairs, National Park Service, and State Departments of Forestry or Natural Resources.

b. When ordered prior to fire season, standards may be set to include training, outfitting, and personal protective equipment. Agreements can also be made during the incident.

c. Contract crews may consist of fuels management contractors organized and trained for fire suppression work, but working throughout the year on fuels management contracts. In addition, organized Indian crews are also used as a resource. It is to the benefit of federal agencies to foster work that can be performed by organized crews at other times of the year to assure that a sufficient number of qualified crews are available for dispatch during incidents. Often, a conflict does not arise, as fire season generates the most fires, and periods of fire danger preclude many types of fuels management work.

4. Fire Suppression Equipment

As with crews, preseason agreements are often made specifying equipment to be provided, how it will be outfitted, and training of operators. Preseason inspections are also performed. Interagency cooperation is encouraged.

5. Incident Resource Management

Ordering for initial attack usually based on closest forces, generally with a preference for federal resources first as costs are already being incurred for management of the federal resource. Extended attack ordering should consider price and best value. Crews and equipment charging the highest hourly or daily rate are normally released first to minimize cost to the Government. Automated systems are being developed to track location of resources, to promote hiring of the closest force, transferring resources from incident to incident, and keeping dispatching offices up to date on crews and equipment available for dispatch. Some of the systems include bar codes or smart cards to track resources.

Appendix 7

AWARDDATA

Orders May Be Placed Through 9/30/01

Fuels Management Services

Ordering Agencies:

BLM OR/WA , Bureau of Indian Affairs, Fish and Wildlife Service,
National Park Service and USDA, Forest Service

BLM Contract No.:

1422H952-C97-2026

Contractor:

Grayback Forestry, Inc., P.O. Box 838, Merlin, OR 97532

BLM contact:

Robert E. Heaton, Contracting Officer 503-952-6224

Contractor contact:

Michael D. Wheelock, 541-476-0033, FAX 541-476-0162

For Section J, Attachments as listed below, and contractor's technical approach, contact:

Sherry Marshall at 503-952-6217 or Tom Fulton at 503-952-6359

Section J, Attachments:

Prescribed Fire Plan - Hand Pile or Swamper Burn
Prescribed Fire Plan - Broadcast or Understory Burn
Prescribed Fire Plan - Round Prairie
Wage Determination and Fringe Benefits

All modifications have been incorporated into text.

Contract No. 1422H952-C97-2026
Ashland Resource Area and Medford District

SECTION B - SCHEDULE OF ITEMS

The Contractor shall furnish all labor, equipment, materials, supervision, transportation, incidentals and all work necessary to provide wildfire hazard reduction treatments, prescribed burning, mop-up, and related services on the Medford District.

This is an indefinite-delivery, indefinite-quantity contract for the services specified. Offers shall be submitted for all difficulty levels listed below. These prices will be used to determine the price of each task order.

JULY 1, 1999 THROUGH SEPTEMBER 30, 2001

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SUB ITEM	DESCRIPTION/LEVEL OF DIFFICULTY	UNIT	UNIT PRICE
<u>Wildfire Hazard Reduction Treatments</u>			
Slashing - Subitem A			
A1	Slashing - Level I	AC	\$ <u>108.00</u>
A2	Slashing - Level II	AC	\$ <u>132.00</u>
A3	Slashing - Level III	AC	\$ <u>152.00</u>
A4	Slashing - Level IV	AC	\$ <u>132.00</u>
A5	Slashing - Level V	AC	\$ <u>152.00</u>
A6	Slashing - Level VI	AC	\$ <u>183.00</u>

Girdling - Subitem B			
B1	Girdling - Level I	AC	\$ <u>24.00</u>
B2	Girdling - Level II	AC	\$ <u>33.00</u>
B3	Girdling - Level III	AC	\$ <u>46.00</u>

Contract No. 1422H952-C97-2026
Ashland Resource Area and Medford District

SECTION B - SCHEDULE OF ITEMS (continued)

SUB ITEM	DESCRIPTION/LEVEL OF DIFFICULTY	UNIT	UNIT PRICE
Lop and Scatter - Subitem C			
C1	Lop and Scatter - Level I	AC	\$ <u>24.00</u>
C2	Lop and Scatter - Level II	AC	\$ <u>29.00</u>
C3	Lop and Scatter - Level III	AC	\$ <u>38.00</u>

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C4 Lop and Scatter - Level IV AC \$ 45.00

Selective Slashing - Subitem D

D1 Selective Slashing - Level I AC \$ 228.00

D2 Selective Slashing - Level II AC \$ 256.00

D3 Selective Slashing - Level III AC \$ 294.00

D4 Selective Slashing - Level IV AC \$ 242.00

D5 Selective Slashing - Level V AC \$ 275.00

D6 Selective Slashing - Level VI AC \$ 316.00

Pruning - Subitem E

E1 Pruning - Level I AC \$ 49.00

E2 Pruning - Level II AC \$ 66.00

E3 Pruning - Level III AC \$ 132.00

E4 Pruning - Level IV AC \$ 197.00

E5 Pruning - Level V AC \$ 246.00

Contract No. 1422H952-C97-2026Ashland Resource Area and Medford District

SECTION B - SCHEDULE OF ITEMS (continued)

SUB ITEM	DESCRIPTION/LEVEL OF DIFFICULTY	UNIT	UNIT PRICE
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Fuel Modification Zone Construction - Timber Stands - Subitem F

F1 FMZ Construction - Level I AC \$ 228.00

F2 FMZ Construction - Level II AC \$ 270.00

F3 FMZ Construction - Level III AC \$ 325.00

F4 FMZ Construction - Level IV AC \$ 263.00

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F5	FMZ Construction - Level V	AC	\$ <u>328.00</u>
F6	FMZ Construction - Level VI	AC	\$ <u>382.00</u>
F7	FMZ Construction - Level VII	AC	\$ <u>328.00</u>
F8	FMZ Construction - Level VIII	AC	\$ <u>353.00</u>
F9	FMZ Construction - Level IX	AC	\$ <u>382.00</u>

Fuel Modification Zone Construction - Woodland/Shrubland - Subitem G

G1	FMZ Construction - Level I	AC	\$ <u>327.00</u>
G2	FMZ Construction - Level II	AC	\$ <u>387.00</u>
G3	FMZ Construction - Level III	AC	\$ <u>511.00</u>
G4	FMZ Construction - Level IV	AC	\$ <u>511.00</u>
G5	FMZ Construction - Level V	AC	\$ <u>608.00</u>
G6	FMZ Construction - Level VI	AC	\$ <u>729.00</u>
G7	FMZ Construction - Level VII	AC	\$ <u>729.00</u>
G8	FMZ Construction - Level VIII	AC	\$ <u>759.00</u>

Contract No. 1422H952-C97-2026Ashland Resource Area and Medford District

SECTION B - SCHEDULE OF ITEMS (continued)

SUB ITEM	DESCRIPTION/LEVEL OF DIFFICULTY	UNIT	UNIT PRICE
G9	FMZ Construction - Level IX	AC	\$ <u>850.00</u>

Hand Pile And Cover - Subitem H

H1	Hand Pile and Cover - Level I	AC	\$ <u>248.00</u>
H2	Hand Pile and Cover - Level II	AC	\$ <u>310.00</u>
H3	Hand Pile and Cover - Level III	AC	\$ <u>413.00</u>
H4	Hand Pile and Cover - Level IV	AC	\$ <u>528.00</u>

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H5	Hand Pile and Cover - Level V	AC	\$ <u>371.00</u>
H6	Hand Pile and Cover - Level VI	AC	\$ <u>463.00</u>
H7	Hand Pile and Cover - Level VII	AC	\$ <u>528.00</u>
H8	Hand Pile and Cover - Level VIII	AC	\$ <u>616.00</u>
H9	Hand Pile & Cover - Level IX	AC	\$ <u>634.00</u>
H10	Hand Pile & Cover - Level X	AC	\$ <u>698.00</u>
H11	Hand Pile & Cover - Level XI	AC	\$ <u>761.00</u>
H12	Hand Pile & Cover - Level XII	AC	\$ <u>793.00</u>
H13	Hand Pile & Cover - Level XIII	AC	\$ <u>857.00</u>
H14	Hand Pile & Cover - Level XIV	AC	\$ <u>921.00</u>
H15	Hand Pile & Cover - Level XV	AC	\$ <u>953.00</u>
H16	Hand Pile & Cover - Level XVI	AC	\$ <u>1,017.00</u>
H17	Hand Pile & Cover - Level XVII	AC	\$ <u>1,080.00</u>

Contract No. 1422H952-C97-2026
Ashland Resource Area and Medford District

SECTION B - SCHEDULE OF ITEMS (continued)

SUB ITEM	DESCRIPTION/LEVEL OF DIFFICULTY	UNIT	UNIT PRICE
H18	Hand Pile & Cover - Level XVIII	AC	\$ <u>1,111.00</u>
H19	Hand Pile & Cover - Level XIX	AC	\$ <u>1,175.00</u>
H20	Hand Pile & Cover - Level XX	AC	\$ <u>1,239.00</u>
H21	Hand Pile & Cover - Level XXI	AC	\$ <u>1,701.00</u>
H22	Hand Pile & Cover - Level XXII	AC	\$ <u>1,766.00</u>
H23	Hand Pile & Cover - Level XXIII	AC	\$ <u>1,370.00</u>

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H24	Hand Pile & Cover - Level XXIV	AC	\$ <u>1,433.00</u>
H25	Hand Pile & Cover - Level XXV	AC	\$ <u>1,529.00</u>
H26	Hand Pile & Cover - Level XXVI	AC	\$ <u>1,598.00</u>

Prescribed Burning Operations

Prescribed Fire Plan Preparation - Subitem I

I1	Presc. Fire Plan, Broad-cast Burn, Understory Burn, & Mop-up	EA	Not Separately Priced
I2	Presc. Fire Plan, Swamper Burn, Hand Pile Burn, & Mop-up	EA	Not Separately Priced

Fireline Construction and Maintenance - Subitem J

J1	Fireline Construction & Maintenance - Level I	LF	\$ <u> .22</u>
J2	Fireline Construction & Maintenance - Level II	LF	\$ <u> .23</u>

Contract No. 1422H952-C97-2026

Ashland Resource Area and Medford District
SECTION B - SCHEDULE OF ITEMS (continued)

SUB ITEM	DESCRIPTION/LEVEL OF DIFFICULTY	UNIT	UNIT PRICE
J3	Fireline Construction & Maintenance - Level III	LF	\$ <u> .52</u>
J4	Fireline Construction & Maintenance - Level IV	LF	\$ <u> .57</u>

Fuels Pullback - Subitem K

K1	Fuels Pullback - Level I	AC	\$ <u> 39.00</u>
K2	Fuels Pullback - Level II	AC	\$ <u> 47.00</u>
K3	Fuels Pullback - Level III	AC	\$ <u> 76.00</u>

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Prescribed Burn and Mop-Up: Swamper Burning - Subitem L

L1	Swamper Burning - Level I	AC	\$ <u>234.00</u>
L2	Swamper Burning - Level II	AC	\$ <u>331.00</u>
L3	Swamper Burning - Level III	AC	\$ <u>468.00</u>
L4	Swamper Burning - Level IV	AC	\$ <u>293.00</u>
L5	Swamper Burning - Level V	AC	\$ <u>331.00</u>
L6	Swamper Burning - Level VI	AC	\$ <u>422.00</u>
L7	Swamper Burning - Level VII	AC	\$ <u>521.00</u>

Prescribed Burn and Mop-Up: Broadcast and Understory Burn - Subitem M

M1	Prescribed Burning - Level I	AC	\$ <u>54.00</u>
M2	Prescribed Burning - Level II	AC	\$ <u>97.00</u>
M3	Prescribed Burning - Level III	AC	\$ <u>185.00</u>

Contract No. 1422H952-C97-2026
Ashland Resource Area and Medford District

SECTION B - SCHEDULE OF ITEMS (continued)

SUB ITEM	DESCRIPTION/LEVEL OF DIFFICULTY	UNIT	UNIT PRICE
M4	Prescribed Burning - Level IV	AC	\$ <u>250.00</u>
M5	Prescribed Burning - Level V	AC	\$ <u>289.00</u>
M6	Prescribed Burning - Level VI	AC	\$ <u>389.00</u>

Prescribed Burn and Mop-Up: Hand Pile Burn - Subitem N

N1	Hand Pile Burn - Level I	AC	\$ <u>26.00</u>
N2	Hand Pile Burn - Level II	AC	\$ <u>34.00</u>
N3	Hand Pile Burn - Level III	AC	\$ <u>45.00</u>

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N4	Hand Pile Burn - Level IV	AC	\$ <u>56.00</u>
N5	Hand Pile Burn - Level V	AC	\$ <u>34.00</u>
N6	Hand Pile Burn - Level VI	AC	\$ <u>45.00</u>
N7	Hand Pile Burn - Level VII	AC	\$ <u>63.00</u>
N8	Hand Pile Burn - Level VIII	AC	\$ <u>79.00</u>
N9	Hand Pile Burn - Level IX	AC	\$ <u>66.00</u>
N10	Hand Pile Burn - Level X	AC	\$ <u>79.00</u>
N11	Hand Pile Burn - Level XI	AC	\$ <u>90.00</u>
N12	Hand Pile Burn - Level XII	AC	\$ <u>81.00</u>
N13	Hand Pile Burn - Level XIII	AC	\$ <u>93.00</u>
N14	Hand Pile Burn - Level XIV	AC	\$ <u>103.00</u>
N15	Hand Pile Burn - Level XV	AC	\$ <u>98.00</u>
N16	Hand Pile Burn - Level XVI	AC	\$ <u>108.00</u>

Contract No. 1422H952-C97-2026
Ashland Resource Area and Medford District

SECTION B - SCHEDULE OF ITEMS (continued)

SUB ITEM	DESCRIPTION/LEVEL OF DIFFICULTY	UNIT	UNIT PRICE
N17	Hand Pile Burn - Level XVII	AC	\$ <u>118.00</u>
N18	Hand Pile Burn - Level XVIII	AC	\$ <u>113.00</u>
N19	Hand Pile Burn - Level XIX	AC	\$ <u>125.00</u>
N20	Hand Pile Burn - Level XX	AC	\$ <u>135.00</u>

Additional Mop-Up - Subitem O

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O1	Additional Mop-Up - Level I	AC	\$ <u>56.00</u>
O2	Additional Mop-Up - Level II	AC	\$ <u>115.00</u>
O3	Additional Mop-Up - Level III	AC	\$ <u>253.00</u>
O4	Additional Mop-Up - Level IV	AC	\$ <u>358.00</u>

Related Services

P1	Snag Felling (2-Person Team)	TH	\$ <u>67.00</u>
Q1	Tractor Operations	HR	\$ <u>65.00</u>

NOTE: LF = Linear Feet
AC = Acre
TH = Team Hour

HR = Hour
EA = Each

PERFORMANCE TIME: 365 calendar days from date of task order in accordance with clause F.4.0.

AWARD WILL BE MADE ON AN ALL-OR-NONE BASIS IN ACCORDANCE WITH SECTION L, INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR, CLAUSE 52.215-16, CONTRACT AWARD. AWARD WILL NOT BE MADE FOR LESS THAN A TOTAL OF ALL QUANTITIES AS SET FORTH IN THE SCHEDULE OF ITEMS.

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

Contract No. 1422H952-C97-2026
Ashland Resource Area and Medford District

SECTION B - SCHEDULE OF ITEMS (continued)

The minimum order under this contract will be \$100,000. After award, task orders may be placed by the Government. All task orders will be placed no later than September 30, 2001. The date of the order placed by the Government will determine the prices as specified above. The total value of all task orders will not exceed \$7,000,000.

The levels of difficulty for all Subitems A thru O are listed in Section C.5 of the specifications. The levels of difficulty of the units in the Sample Task Order (See Section J) establish the rating standards for additional orders. Unlisted units may be ordered, at which time a difficulty rating will be assigned based on the rating standards. Maps will be provided.

In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from Bureau of Land Management, Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract.

Appendix 7

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1.0 GENERAL

C.1.1 Description of Work

C.1.1.1 The services in this contract are designed to provide for wildfire hazard reduction, prescribed burning and mop-up, and related services. This contract requires vegetation manipulation, burn unit preparation, prescribed burning and mop-up in compliance with its terms, specifications and provisions. This includes the Contractor formulating and preparing written burn plans for submission and approval by the COR; determining when specific burn units are within prescription parameters through field checks of fuel moisture percentages; providing all required crew members, supervision and making all prescribed burn operational decisions ranging from determining that site specific unit conditions are within approved burn plan parameters, through ignition and holding operations, mop-up and patrol until released by the COR. This includes furnishing labor, supervision, transportation, operating supplies, and incidentals to perform all work necessary to conduct slashing, girdling, lop and scatter, selective slashing, pruning, fuel modification zone construction, hand piling and cover, prescribed fire plan preparation, fireline construction and maintenance, fuels pullback, prescribed burning and mop-up, additional mop-up, snag felling, roadblock removal/restoration.

C.1.1.2 Project areas are reforestation areas, natural and managed stands of timber of all ages size, and species, shrubfields, or grass areas. Fuels will consist of harvest activity slash, natural fuels, live fuels, and slashed shrubs and trees. Fuel loadings range from 1 tons per acre to 80 tons per acre.

C.1.2 Location of Project Areas - The work will be performed on the Medford District, Bureau of Land Management lands. The specific location of the projects are shown on the maps located in Section J. Project areas are located within a radius of approximately 3 hours travel time from the city of Medford.

C.1.3 Boundaries of Project Areas - The project areas are generally identifiable as logged units, by changes in vegetation, roads, or flagging. The boundaries can be adjacent timber stands, recent harvest units, or other natural or manmade features that clearly define the boundary as noted on the project area maps.

C.1.4 Access to Project Areas - Access is by all-weather and seasonal roads. Seasonal roads may be impassable for several days after heavy rains, or snow-blocked during the winter months.

C.1.5 Unique Features of Project Areas - Standing timber, wildlife trees and snags may be present within the project sites. Research plots may be located within the project sites and can not be disturbed during mop-up activities.

C.1.6 Escaped Fire Guidelines and Procedure - If, in the judgement of the COR, a slopover that occurs during ignition or mop-up cannot be contained with the personnel and equipment identified in the Countermeasures for Slopover element of the Prescribed Fire Plan, the COR will declare an escaped fire (see definition of Escaped Prescribed Fire). Under this condition, the Contractor shall take immediate action to control, suppress and mop up the escaped fire. The Contractor and crew(s) shall work under the direct supervision of the Government and continue working until released by the Government. The Contractor's

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personnel shall be paid at the applicable firefighting rates paid by the Government. The COR shall notify the Medford District office and procedures specified in the Escapement Contingency Plan will be implemented.

C.1.7 Smoke Management Clearance for Burning and/or Mop-up

C.1.7.1 The Government will obtain for the Contractor smoke management clearance from the Oregon Department of Forestry (ODF) for burning in accordance with the Oregon Smoke Management Plan. The State Forester issues daily smoke management instructions through the Salem Fire Weather Office. These instructions are dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from season to season. The Government may not be able to obtain clearance for all of the units specified in the Schedule of Items due to these reasons. The Medford District BLM will not authorize burning within 30 miles of the Medford-Ashland Air Quality Maintenance Area on days when the Oregon State Department of Environmental Quality has issued a “red” or “yellow” woodstove advisory.

C.1.7.2 It will be at the Government’s option which units are ignited on any day(s) due to existing suppression contingencies, priorities of individual units, and smoke management.

C.1.8 Contractor Liability - ORS Chapter 477 will apply to all Contractor operations except prescribed burning. For prescribed fire, the Contractor shall be liable for suppression cost and resource damages only as a result of failure to follow the approved Prescribed Fire Plan.

C.2.0 DEFINITIONS

Accessible - Road access to a unit. Unit will be considered accessible when road access is within 1/4 mile of the unit.

Berm - An outer border of the fire control line.

Brush (or shrub) - See definition for shrub.

Burn Boss or Prescribed Fire Incident Commander 1 or 2 (RXB1 or RXB2) Is responsible for the organizing and management of all personnel and equipment on the burn project and for meeting prescribed burn objectives. Burn Boss I (or RXB1) level is required for complex burns.

Burning out - Setting fire inside a control line to consume fuel between the edge of the fire and the control line.

Burn Plan - Commonly used term for the Prescribed Fire Plan.

Complexity of Burns - The Medford District evaluates and rates prescribed burn complexity based on burning period, escape potential, ignition patterns and methods, fuel models, topography, size, values at risk, crew size, safety, and smoke management considerations. Complexity and Level Of Difficulty are not synonymous. Burn complexity is one of several factors that influences of Level of Difficulty. A highly complex burn may not be a highly rated Level of Difficulty. The three levels are described below:

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- Complex - Factors which contribute to this rating are: More than a single burning period required for ignition, when fire behavior outside unit is greater than inside the unit, combinations of complex ignition patterns and methods are required, three or more fuel models are present, combinations of slopes and aspects lead to extreme fire behavior, forest burns are more than 40 acres, high values at risk outside the unit may be threatened by an escape, crew size exceeds 20 in ignition and holding, safety risk is high, or potential for smoke intrusion is high, which may require accelerated mop-up even on cool, moist days. Burn Boss I (RXB1) level of experience and training is required for Burn Boss position on Complex rated burns.
- Intermediate - Factors which contribute to this rating include broadcast and understory burns that do not meet the above criteria but are not non-complex. This is the standard burn rating. Some control problems may be present due to location, aspects, or the presence of adjacent fuel complexes. Burn Boss II (RXB2) level of experience and training is required for Burn Boss position on Intermediate rated burns.
- Non-Complex - Factor which contribute to this rating include all hand pile burns and broadcast burns of small size with less than two acres of continuous fuels. Non-Complex burns have no or minimal control problems present and little to no risk to resources, personnel and equipment. Burn Boss III (RXB2) level of experience and training is required for Burn Boss position on Non-Complex rated burns.

Crew Member or Prescribed Fire Crew Member (FFT2 - Firefighter) - The individual responsible for performing field work aspects of this contract (fireline construction, slashing, hand piling, ignition, holding, mop-up) involving the use of handtools, chainsaws, drip torches, and waterhandling equipment.

Crew Supervisor - A crew member who provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. Is responsible for work accomplishment and performance in accordance with the requirements of the contract.

Cup Trench - A trench constructed on the outer edge of the undercut line, deep enough to catch rolling embers and cones.

DBH - Diameter measured at breast height, 4.5 feet above ground.

Duff - Decaying organic material found on the forest floor (all materials down to mineral soil).

Escaped Prescribed Fire - An escaped prescribed fire is a wildfire. The COR determines that an escape exists based on either, or both of two criteria: (1) When containment of a slopover requires personnel or equipment exceeding that specified in the Countermeasures for Slopover element of the Prescribed Fire Plan; (2) When environmental conditions and/or fire behavior exceeds that specified in the Prescribed Fire Plan and the COR determines that an escape has or is likely to occur. The declaration of an escaped prescribed fire can only be made by the COR.

FBPS Fuel Models - There are 13 fuel models used for estimating fire behavior. As described by Anderson H.E., Aids to Determining Fuel Models For Estimating Fire Behavior, GTR INT-122/

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NFES 1574, April 1982

FFT2 and CRWB - Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group. Publication Numbers PMS 310-1 and NFES 1414. This publication will be available for review in the Medford District Office, 3040 Biddle Road, Medford, Oregon.

Fireline - A fire control line that is dug or scraped to mineral soil by hand or machine according to minimum clearance standards. In certain areas this may be a natural barrier (road, river, rock, etc).

Firing - The intentional setting of fires to fuels during the ignition phase of prescribed burning.

Flank Lines - A fire control line constructed on the side of the unit (running across contours, i.e., up or down the slope).

Hardwood - A broad-leaved tree which usually has a single well defined trunk and/or attains a height greater than 20 feet. Includes, but not limited to, species such as canyon live oak, chinkapin, bigleaf maple, madrone and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps.

Hazard - The existence of a fuel complex that constitutes a threat of wildfire ignition, unacceptable fire behavior and severity, or suppression difficulty.

Hazard Reduction - The planned treatment or manipulation of naturally growing vegetation or any other flammable material for the purpose of reducing rate of spread and output of heat energy from any wildfire occurring in the area treated.

Holding - Actions required to contain the fire within the natural or constructed fireline and prevent escapes and slopovers.

Holding Boss or Holding Specialist (CRWB - Crew Boss) - The individual who provides direction to those personnel responsible for holding the line during the ignition and cool down period(s).

Ignition - Fire started by hand, aerial, or other means.

Infrared Scan - A procedure that locates hot areas through photography or hand held devices (probeye).

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns, thus creating a pathway for surface fire to move into the overstory tree crowns.

Lateral Lines - Hose lays that provide water delivery.

Leave Trees - Trees designated not to be cut. May include conifers, hardwoods, or hardwood clumps with less than or equal to three sprouts of common origin.

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Leave Tree Group - A group of 2 -5 plus trees growing within an 8-foot diameter circle at ground level that are of exceptional quality in terms of vigor and structure. Groups may contain more than one species of tree. Examples would be a) two healthy ponderosa pine trees growing immediately adjacent to one another. b) a vigorous group white oak trees exhibiting a wide horizontal growth pattern. c) a large old pine with a healthy madrone tree growing near its base. The project inspector can show examples of suitable tree groups on the ground. Douglas-fir will not be considered for a leave tree group when it is the only species present. It may be included in a group when it is present in a minority amount.

Leave Shrub Clump - A group of 2 to 4 shrub plants with stems growing within a 6-foot diameter circle at ground level that are the same species.

Lighting Boss or Ignition Specialist 1 or 2 (RXI1 or RXI2) - Provides direction to lighting crew during ignition of the unit.

Litter - Needles, duff, twigs, cones and leaves.

Mainline - A hose lay which provides transportation of water from the source to lateral lines.

Mobilization - The act of delivering all ordered personnel and equipment to the project area.

Mop-up - To locate and physically extinguish by the efficient use of water, dirt, chemical agents, or any combination thereof, all burning, smoldering, or burned material.

Mop-Up Boss - The individual who provides direction to those personnel responsible for extinguishing the fire after ignition and holding are completed and until the COR accepts the unit.

Prescribed Fire - Controlled application of fire to wildland fuels in either their natural or modified state, under specified environmental conditions which allow the fire to be confined to a predetermined area and at the same time to produce the intensity of heat and rate of spread required to attain planned resource management objectives.

Prescribed Fire Plan - Also called the Burn Plan. This is a written plan which includes burn area description, resource and prescribed fire objectives, fuels description, weather and fuel parameters, acceptable fire behavior, smoke management and other considerations, ignition schedule, ignition and holding plan, safety considerations, workforce and equipment needs, unit maps, escape contingency plan, crew briefing and go/no go checklist, and the complexity rating of the burn project. The plan must be reviewed and approved prior to implementation. The approved plan constitutes the authority to burn, subject to Paragraph C.1.7.

Project Area - The area being treated with prescribed fire and any escapes or spot fires resulting from the prescribed fire.

Reburn - Open flames that develop and spread during the mop-up phase of the work project.

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Reserved Trees or Reserved Areas - Individual species of trees or certain areas within a treatment unit that the contract or COR designates are reserved from treatment.

RXB1, RXB2, RXI1, RXI2, etc. - Mnemonics for prescribed fire standard classifications of positions as defined in National Interagency Incident Management System Wildland Fire Qualification Subsystem Guide, Part 2 - Prescribed Fire. Publication number PMS 310-1 (Part 2) or NFES 2479, published by the National Wildfire Coordinating Group, February 1995.

Shrub (or brush) - Vegetation consisting of woody perennial plant smaller than a tree, usually having permanent single or multiple stems originating at or near the ground level not normally reaching 20 feet in height. Examples are manzanita, ceanothus, hazel, rhododendron, etc.

Slash - Any cut vegetation or existing natural (dead and down) woody debris.

Sloper - A prescribed fire that crosses an established control perimeter but can be contained by personnel and equipment identified in the Prescribed Fire Plan (Countermeasures for Sloper).

Snag - (a) For Douglas-fir, a living or dead tree that has a dead top with less than 66 percent of its original crown remaining; (b) For Pine, a living or dead tree that has 10 percent or more dead crown; (c) For hardwoods, a living or dead tree that has less than 50 percent of its original live crown remaining..

Spike - Sharp pointed limbs of living or dead vegetation.

Spot Fire - Any fire located outside of the burn unit caused by airborne fire brands or radiated heat emitted from the prescribed fire.

Surplus Trees and Shrub - Includes conifers and hardwoods greater than 1 foot tall and up to 12 inches DBH; tanoak trees greater than 1 foot tall and up to 16 inches DBH; and shrubs less than 12 inches diameter at ground level; when not selected as leave trees, reserved, or needed to meet spacing requirements. For Fuel Modification Zones, Subitems F and G: Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved. For Fuel Modification Zones, Subitem G (Woodlands/Shrublands): Douglas-fir and tanoak less than 5 inches DBH shall be included as surplus when not reserved.

Swamper Burning - The concurrent hand piling and burning of existing slash and material severed under this contract; i.e., a small pile is ignited and more logging slash and shrubs are added to the pile while the pile is burning.

Tons/Acre - Unit of measurement of fuel, usually but not always, of dead and down woody debris (slash). Tons/Acre is determined by using a Photo Series, such as USDA Forest Service GTR-PNW 51 (1976).

Top Line - Fireline constructed on the top of the unit (running parallel to the contours, i.e., across the slope).

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Understory burn - Prescribed broadcast burn on an area which has an overstory of conifer trees. Prescribed burn objective includes burning the area in such a manner as to prevent mortality of the overstory trees.

Undercut Line - Fireline constructed on the bottom of the unit (running parallel to the contour, i.e., across the slope).

Water Bar - Trenches cut at a 45-degree angle across the fireline to deflect water and reduce erosion.

Wildlife Trees - Standing dead or live trees left for nesting, feeding, perching and shelter for birds and mammals. Trees may be marked with paint and/or designated with a tag stating it is a wildlife tree or as identified by the COR.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described herein.

C.3.2 Crew Requirements and Supervision

C.3.2.1 All Contractor's personnel shall be physically capable of performing the work required under the contract.

C.3.2.2 For any prescribed burning operations, all Contractor's personnel shall arrive at the project area on the day of ignition with the following personal safety gear: Hard hat, leather gloves, head lamps, leather boots, and long-sleeve 100% cotton shirt and trousers or fire resistant treated clothing. All Contractor's personnel shall have sufficient food and water to work a 12-hour shift if necessary.

C.3.2.3 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work.

C.3.2.4 Supervision Requirements

a. The Contractor shall designate one English-speaking supervisor for each crew.

b. For any given crew, supervisory responsibility may be rotated among other equally qualified crew members during the duration of the contract period. One alternate supervisor may be designated.

c. Changes in supervisory designations from those originally accepted by the Government must be submitted to the COR for approval in writing 24 hours prior to the change. The submittal shall include the name of the employee with a supporting education and experience qualifications statement.

C.3.3 The Contractor shall provide a means of communication whereby the BLM can leave a message

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and receive a response within 8 hours. The Government will consider the Contractor notified to begin work when the message has been delivered. This system must be in operation 24 hours per day.

C.3.4 Work Camps - Camping on BLM administered lands will only be allowed in approved sites and with the prior written authorization of the Resource Area Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before final payment is made.

C.3.5 Operating Permit - State law requires a permit to operate power-driven machinery including chain saws. The Contractor shall obtain a permit from the local State Forestry Office prior to the operation of power driven machinery.

C.3.6 Tractor - Operations such as roadblock removal and restoration, crushing of vegetation, fireline construction, mop-up of landings, and prescribed burn holding operations will require the use of a tractor with trailer. Tractor size of 24,000 pounds gross operating weight, and 95 horse power or less is required. (Example: equivalent to Caterpillar D-4, John Deere 450, Komatsu D45A, Case 750, MF 300, or smaller sizes). Other type mechanized equipment capable of performing roadblock removal and restoration may be used if capable of performing the operation. Tractor operations including roadblock removal and restoration, crushing of vegetation, and mop-up of landings are included in Item Q. Tractor fireline construction is within Item J. The Contractor may consider the use of a tractor for holding and slopover/escape fire contingency purposes when planning and implementing prescribed burning. The use of a tractor for these purposes should be included in Prescribed Fire Plan, and will require prior approval by the COR.

C.3.7 Helicopter Aerial Ignition - Aerial ignition method rather than hand ignition may be required for some burns due to safety considerations for ignition personnel, and/or to meet resource and prescribed fire objectives. This would typically include one or more of the following conditions: shrub fuel types where vegetation is dense and above waist height; burns intensity is high, flame lengths predicted would exceed the 4 to 12 feet range; burn season is during the late fall and winter and fuel type would require aerial ignition to meet fuel reduction objectives; and travel by foot through the unit is slow and difficult. Required aerial ignition would only occur for prescribed broadcast burns, in Subitems M1, M2, M3, M4 or M5.

C.3.8 Security of Materials - The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

C.4.1 All Government furnished equipment and supplies, hereinafter referred to as Government-furnished property, will be picked up by the Contractor at the Medford District Office, (except as otherwise specified), at 3040 Biddle Road, Medford, Oregon and signed for on Form DI-105 by the Contractor or Contractor's authorized representative. The Contractor shall be responsible for the return of all Government furnished-property within 24 hours from final acceptance. At time of return, the Contractor shall furnish the COR with an inventory of property being returned. The Contractor shall be held responsible for any shortages of Government-furnished property.

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C.4.2 The Government shall furnish property and services as listed below:

- a. A handheld portable radio or a cellular telephone for communication with the District Office or COR on all prescribed burning operations.
- b. A HP-71B calculator or equivalent (fire behavior prediction program) and Government operator to assist Contractor in meeting specific fire behavior at the site, as required in the Prescribed Fire Plan.
- c. Unit Prescribed Fire Plans. The Government will provide a Prescribed Fire Plan form for each burn unit. The plans will indicate resource and prescribed fire objectives, fuels descriptions, establish fuel and weather parameters, fire behavior, smoke management and any other special considerations. Because of this large volume of paper, the Prescribed Fire Plans are not included with this solicitation, but are available at the Medford District Office. Sample fire plans are included in Section J.
- d. Weather forecast and other weather information will be available for use by the Contractor at the District Office.

C.5.0 SPECIFIC TASKS

C.5.1 Slashing - Subitem A

C.5.1.1 Level of Difficulty - The level of difficulty for slashing is determined by the task order. The level is based on the relative amount of the material to be slashed, according to two sets of size of material to be slashed specifications, as described in C.5.1.2 and C.5.1.3.

Subitem A1 - Level I - Unit density is estimated to average less than 40 percent cover.

Subitem A2 - Level II - Unit density is estimated to average between 40 and 60 percent cover.

Subitem A3 - Level III - Unit density is estimated to average greater than 60 percent cover.

Subitem A4 - Level IV - Unit density is estimated to be less than 40 percent cover.

Subitem A5 - Level V - Unit density is estimated to be between 40 and 60 percent cover.

Subitem A6 - Level VI - Unit density is estimated to be greater than 60 percent cover.

C.5.1.2 Subitems A1, A2, A3 - All live, standing vegetation, hardwoods and/or conifers between 1 inch DBH and 6 inches DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment for Subitems A1, A2, and A3 unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash 1-4 or 2-6 inches only, instead of the 1-6 inches), but not outside the 1-6 inch DBH range. Individual species of hardwoods and/or conifers may also be specified as reserved from cutting on individual units.

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C.5.1.3 Subitems A4, A5, A6 - All live, standing vegetation, hardwoods and/or conifers greater than 2 feet in height and 3 feet in length, but not over 6 inches DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment for Subitems A4, A5, and A6 unless otherwise designated. The task order may designate a different size within this range for individual units (example: slash greater than 4 feet in height and/or 4 feet in length, instead of the 2 feet height and/or 3 feet length up to 6 inches DBH), but not outside the original range limits. Individual species of hardwoods and/or conifers may also be specified as reserved from cutting on individual units.

C.5.1.4 Each task order will specify the level of difficulty, size limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment.

C.5.1.5 Slashing shall be accomplished throughout the entire unit, excluding areas identified by the task order as reserved from treatment. Firelines shall remain free of debris. Contractor shall restore firelines to original clear condition following slashing.

C.5.2 Girdling - Subitem B

C.5.2.1 Level of Difficulty - The level of difficulty for girdling is determined by the task order. The level is based on the expected number of trees to be girdled.

Subitem B1 - Level I - The expected number of trees to be treated is less than 30 trees per acre.

Subitem B2 - Level II - The expected number of trees to be treated is between 30 and 60 trees per acre.

Subitem B3 - Level III - The expected number of trees to be treated is between 60 and 120 trees per acre.

C.5.2.2 Girdling shall be accomplished in one of two manners, as designated in the task order:

a. All hardwoods and/or conifers between 6 inch DBH and 16 inches DBH shall be girdled. Three (3) horizontal chainsaw cuts shall be made completely around the bole of each hardwood tree, and two (2) horizontal chainsaw cuts shall be made completely around the bole of each conifer tree; such that the minimum cut depth inside the cambium is ½ inch. Cut shall be made below the lowest live limb. If limbs extent to ground level Contractor may cut lower limbs within 1 foot of ground level.

b. All hardwoods and/or conifers between 4 inches DBH and 16 inches DBH shall be girdled in such a manner as to create a 4 to 6-inch wide horizontal band cut completely around the bole of each tree such that the cambium is removed. Cut shall be made below the lowest live limb.

These will be the standard tree DBH size for treatment unless otherwise designated. The task order may designate a different size within this range for individual units (example: girdle trees 6-10 or 4-6 inch DBH only). Individual species of hardwoods and/or conifers may also be specified as reserved from girdling on individual units.

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C.5.2.3 Each task order will specify the level of difficulty, one of the specifications from C.5.2.2, and the size range limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment.

C.5.2.4 Girdling shall be accomplished throughout the entire unit, excluding areas identified by the task order as reserved from treatment.

C.5.3 Lop and Scatter - Subitem C

C.5.3.1 Level of Difficulty - The level of difficulty for lop and scatter is determined by the task order. The level is based on the amount of the slash to be treated, access to the project site, and reduction height of slash.

Subitem C1 - Level I - The amount of slash to be lopped and scattered averages less than 12 tons per acre. Site is accessible or walk-in of less than 1/4 mile is required. Slash shall be reduced to the extent that it is within 12 inches of the ground at all points.

Subitem C2 - Level II - The amount of slash to be lopped and scattered averages between 12 and 20 tons per acre. Site has limited access or walk-in of less than 1/4 mile is required. Slash shall be reduced to the extent that it is within 20 inches of the ground at all points.

Subitem C3 - Level III - The amount of slash to be lopped and scattered averages less than 12 tons per acre. Access requires a walk-in of up to 1 mile. Slash shall be reduced to the extent that it is within 12 inches of the ground at all points.

Subitem C4 - Level IV - The amount of slash to be lopped and scattered averages between 12 and 20 tons per acre. Access requires a walk-in of up to 1 mile. Slash shall be reduced to the extent that it is within 20 inches of the ground at all points.

C.5.3.2 Slash to be Treated - The material to be treated consists of down woody material created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural process.

C.5.3.3 The Contractor shall lop and scatter all existing slash so that all top and side branches are free of the central stem so that the slash is reduced to within the limit of the ground at all points, as stated for the level of difficulty. Central stem length shall not exceed 12 feet.

C.5.4 Selective Slashing - Subitem D

C.5.4.1 Level of Difficulty - The level of difficulty for selective slashing is determined by the task order. The level is based on the expected number of leave trees per acre to be treated and/or spacing between leave trees, or the relative amount of material to be slashed.

Subitem D1 - Level I - 220 acceptable conifer leave trees at a 14' X 14' spacing, and 109 acceptable hardwood leave trees at a 20' X 20' spacing. Unit density is estimated to average less than 40 percent cover.

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Subitem D2 - Level II - 220 acceptable leave trees at a 14' X 14' spacing, and 109 acceptable hardwood leave trees at a 20' X 20' spacing. Unit density is estimated to average between 40 and 60 percent cover.

Subitem D3 - Level III - 220 acceptable leave trees at a 14' X 14' spacing, and 109 acceptable hardwood leave trees at a 20' X 20' spacing. Unit density is estimated to average greater than 60 percent cover.

Subitem D4 - Level IV - A specific spacing footage will be designated by Government, within the range of 15' X 15' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (15' X 15' spacing equals 194 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average less than 40 percent cover.

Subitem D5 - Level V - A specific spacing footage will be designated by Government, within the range of 15' X 15' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (15' X 15' spacing equals 194 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average between 40 and 60 percent cover.

Subitem D6 - Level VI - A specific spacing footage will be designated by Government, within the range of 15' X 15' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (15' X 15' spacing equals 194 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average greater than 60 percent cover.

C.5.4.2 Criteria for Selection of Leave Trees

- a. The best available acceptable leave trees, both conifers and hardwoods, shall be selected as leave trees and treated in accordance with spacing requirement and the number per acre specified by the Level of Difficulty. The average spacing may vary + or - 20% of the spacing stated in the Level of Difficulty in order to select the best leave trees without numerically changing the average number of leave trees per acre.
- b. The largest, healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:
 - 1) Has no apparent damage to the main bole;
 - 2) Is not chlorotic;
 - 3) Demonstrates good vigor and is disease free;
 - 4) Has at least 40 percent crown ratio.
- c. Multi-stem hardwoods selected as acceptable leave trees, or at the perimeter of the cutting zone shall be cut back to three (3) stems. Criteria for selecting which stems to leave shall be prioritized as follows:

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- 1) The largest diameters at 2 feet height above ground level
- 2) Best-formed, straightest, with the best developed crowns.
- 3) Originates closest to ground level.

d. In areas containing a variety of conifer species, leave trees shall be selected using the following species preference:

- 1) Douglas-fir
- 2) Sugar pine or ponderosa pine
- 3) Western red cedar or incense cedar
- 4) True fir

e. In areas containing a variety of hardwood species, leave trees shall be selected using the following species preference:

- 1) Black or white oak
- 2) Pacific madrone
- 3) Golden chinkapin
- 4) Canyon live oak

f. Exceptions to the species preference guidelines stated above will be identified by the Government on each unit. These can include changing the order and/or identifying species other than those stated above.

g. The Government may identify additional individual leave trees or leave tree areas within each unit.

C.5.4.3 Treatment of Surplus Trees and Shrubs

a. All shrubs and hardwood trees not selected as acceptable crop trees over three feet tall and up to 7 inches DBH within the specified spacing of acceptable leave tree shall be severed one foot or less above the ground. No live limbs shall be left on the stump of any cut stem.

b. All conifers over one foot tall and up to 7 inches DBH not selected as acceptable leave trees and within the specified spacing of acceptable leave tree shall be completely severed one foot or less above the ground. No live limbs shall be left on the stump of any cut stem.

c. Hardwoods and conifers greater than 7 inches DBH shall not be cut.

d. Hardwoods from 7 inches to 12 inches DBH shall be girdled. Hardwoods greater than 12 inches DBH shall not be treated.

e. Acceptable crop trees shall not be damaged while cutting vegetation, or buried with slash.

C.5.4.4 Unless further treatment of slash is prescribed, such as hand piling and burning, swamper burning or underburning, the Contractor shall lop and scatter the resulting slash to a maximum 12-foot length and a depth

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not to exceed 24 inches.

C.5.4.5 No slash cut by the Contractor shall be left on the ground within 25 feet of any road or outside the project area. All slash shall be removed at least 25 feet from the road shoulder on the upper (uphill) side, and 50 feet on the lower (downhill) side.

C.5.4.6 Individual species of hardwoods and conifers may be specified as reserved from selective slashing on individual units.

C.5.5 Pruning - Subitem E

C.5.5.1 Level of Difficulty - The level of difficulty for pruning is determined by the task order. The level is based on the expected number of trees per acre (TPA) requiring treatment.

Subitem E1 - Level I - Less than 20 TPA.

Subitem E2 - Level II - 20 - 50 TPA.

Subitem E3 - Level III - 50 - 100 TPA.

Subitem E4 - Level IV - 100 - 150 TPA.

Subitem E5 - Level IV - 150 - 220 TPA.

C.5.5.2 Designated conifer and/or hardwood trees, shall be pruned of live and dead limbs and branches to a designated height measured above ground level. The designated height shall not exceed 12 feet above ground level, and will typically be designated to a height of from 6 to 12 feet. The COR will designate the height for each individual unit. The pruning height may vary + or - one foot from the designated height. Limbs shall be cut cleanly and as close to the bole of the tree as possible.

C.5.5.3 Tree limbs that attach to the bole above the designated pruning height, but have limbs extending into the pruning height area, shall be pruned so that they do not extend below the designated height.

C.5.5.4 Material pruned shall be pulled back 4 feet away from tree bole.

C.5.5.5 Pruning will almost always be ordered in conjunction with slashing, selective slashing, girdling, or burning. It is anticipated that pruning would rarely be ordered as the sole treatment for an area.

C.5.5.6 Individual species of hardwoods and conifers may be specified as reserved from pruning on individual units.

C.5.6 Fuel Modification Zone Construction - Timber Stands - Subitem F

C.5.6.1 Fuel modification zones (FMZs) shall be created to reduce adverse wildfire effects, limit rate of spread, and/or to establish defensible areas for use during fire suppression activities. Flammable material shall be

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treated and removed from the surface, understory, and canopy. Treatments required in this subitem include cutting of trees, slashing of shrubs and small vegetation, pruning of residual trees, and snag felling. FMZs will normally be created in whole or portions of stands, along ridgelines, between separate stand and vegetative types, or adjacent to private property.

C.5.6.2 Level of Difficulty - The level of difficulty for FMZs are based on percent cover of material to be treated and access to the project site. Level is determined by the task order.

Subitem F1 - Level I - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem F2 - Level II - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem F3 - Level III - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is greater than 60 percent.

Subitem F4 - Level IV - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem F5 - Level V - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem F6 - Level VI - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is greater than 60 percent.

Subitem F7 - Level VII - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem F8 - Level VIII - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem F9 - Level IX - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is greater than 60 percent.

C.5.6.3 Task orders for Subitems F1 thru F9 will include written instructions designating spacing width; pruning height; any no treatment areas; additional reserve trees, hardwoods, and/or shrubs; and/or girdling instructions.

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C.5.6.4 Spacing - Spacing width shall be designated for each unit in written instructions with each task order. Width designated within the range of 20 to 45 feet. The average spacing may vary + or - 20% of the designated spacing in order to select the best leave trees without numerically changing the average number of leave trees per acre.

C.5.6.5 Criteria for Selection of Leave Trees

a. Leave Trees 12" + - All conifers and hardwoods (with the exception of tanoak) 12 inches DBH and larger are reserved from cutting or girdling. Tanoak trees 16 inches and larger are reserved from cutting or girdling. These trees shall be included in spacing requirements.

b. Leave Trees < 12" - The largest, healthiest, best formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:

- 1) Has no apparent damage to the main bole;
- 2) Is not chlorotic;
- 3) Demonstrates good vigor and is disease free;
- 4) Has at least 40 percent crown ratio, or largest crown ratio if none greater than 40 percent

are present.

c. In areas containing a variety of conifer species, leave trees shall be selected using the following species preference:

- 1) Douglas-fir
- 2) Sugar pine or ponderosa pine
- 3) Western red cedar or incense cedar
- 4) True fir

d. In areas containing a variety of hardwood species, leave trees shall be selected using the following species preference:

- 1) Black or white oak
- 2) Pacific madrone
- 3) Golden chinkapin
- 4) Canyon live oak

e. Exceptions to the species preference guidelines stated above will be identified by the Government on each unit. These can include changing the order and/or identifying species other than those stated above.

f. The Government may identify additional individual leave trees or leave tree areas within each unit.

C.5.6.6 Treatment of Surplus Trees and Shrubs

a. All live and dead conifers, hardwood trees (with the exception of tanoak), and shrubs not selected

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as leave trees or reserved over one foot tall and up to 12 inches DBH (tanoak up to 16 inches DBH) within the specified spacing of acceptable leave tree shall be severed one foot or less above the ground. No live limbs shall be left on the stump of any cut stem.

b. The Government may issue instructions with the Task Order requiring girdling of individual species or all, hardwoods, conifers, or both from 7 inches to 12 inches DBH (tanoak 7-16 inches DBH), instead of cutting. Unless otherwise instructed in the Task Order, the Contractor shall cut surplus trees and shrubs up to 12 inches DBH (tanoak up to 16 inches DBH).

c. Hardwoods and conifers greater than 12 inches DBH, tanoak greater than 16 inches DBH, shall not be cut or girdled.

d. Leave trees shall not be damaged while cutting vegetation, or buried with slash.

C.5.6.7 Unless further treatment of slash is prescribed, such as hand piling and burning, swamper burning or underburning, the Contractor shall lop and scatter the resulting slash to a maximum 12-foot length and a depth not to exceed 24 inches.

C.5.6.8 No slash cut by the Contractor shall be left on the ground within 25 feet of any road or outside the project area. All slash shall be removed at least 25 feet from the road shoulder on the upper (uphill) side, and 50 feet on the lower (downhill) side.

C.5.6.9 Girdling - Notwithstanding Paragraph C.5.6.6, conifers and hardwoods 7 to 12 inches DBH, and tanoak 7 to 16 inches DBH, may be designated for girdling on individual units. Trees designated for girdling shall have three (3) horizontal chainsaw cuts made completely around the bole of the tree. The cuts shall be made such that the minimum cut inside the cambium is ½ inch. Cuts shall be made below the lowest live limb or branch.

C.5.6.10 Bucking of Cut Material - Slashed, cut and felled material shall be bucked into the standard length of 12 feet or less unless otherwise designated by the task order. Longer lengths may be designated in order to meet utilization objectives.

C.5.6.11 Pruning - Leave trees, girdled trees, and leave snags shall be pruned to a height of 6 to 12 feet as designated by the task order. Live and dead limbs and branches shall be cut cleanly and as close to the bole of the tree as possible. Tree limbs and branches that attach to the bole above the designated pruning height, but have limbs or branches extending into the pruning height area, shall be pruned so they do not extend below the designated height.

C.5.6.12 Snag Felling - The COR may reserve individual snags from felling requirements when snags are deemed necessary for other resource objectives.

C.5.7 Fuel Modification Zone Construction - Woodland/Shrubland - Subitem G

C.5.7.1 Fuel modification zones (FMZs) shall be constructed to create a more sustainable vegetation cover in the event of wildfire. Vegetation density shall be reduced and species composition shall be modified.

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Activities required in this subitem include species identification and selection of leave trees and shrubs, cutting and girdling of trees, slashing of shrubs and small vegetation, pruning of leave trees and shrubs, and snag felling. FMZs will normally be created in whole or portions of stands, along ridgelines, between separate stand and vegetative types, or adjacent to private property.

C.5.7.2 Level of Difficulty - The level of difficulty for fuel modification zone construction is based on percent cover of material to be treated and access to the project site. Level is determined by the task order.

Subitem G1 - Level I - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem G2 - Level II - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem G3 - Level III - Site is accessible with at least 75 percent of the work site accessible with longest walk-in of 1/4 mile or less. The percent cover of material to be treated is greater than 60 percent.

Subitem G4 - Level IV - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem G5 - Level V - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem G6 - Level VI - Access is limited with at least 50 percent of the work site accessible with longest walk-in of 1/2 mile or less. The percent cover of material to be treated is greater than 60 percent.

Subitem G7 - Level VII - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is less than 40 percent.

Subitem G8 - Level VIII - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is between 40 and 60 percent.

Subitem G9 - Level IX - Access is limited with 25 percent or less of the site accessible with longest walk-in 2 mile or less. The percent cover of material to be treated is greater than 60 percent.

C.5.7.3 Task orders for Subitems G1 thru G9 will include written instructions detailing spacing, pruning height, any no treatment areas, reserve trees and shrubs, and/or changes to the order of preference.

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C.5.7.4 Reserve Trees and Shrubs

- a. Areas of trees and shrubs may be reserved from treatment in designated units. Reserve areas may be designated by the Government or the Contractor. Prior to the Contractor commencing work in a unit, the Government may designate no-treatment area(s) within each unit, or, the Government may authorize the Contractor to designate the no-treatment area(s) within each unit. No cutting of vegetation shall be done within these designated areas. These areas may range in size from 1/10 acre to 1 acre, and number from zero to twenty.
- b. Reserve trees and shrubs shall be designated by the Government with marking (paint, flagging, or sign), or by written instructions. Reserve trees and shrubs shall not be damaged or cut. Reserve trees and shrubs shall not be considered in the spacing of leave trees or shrubs.
- c. Unless otherwise instructed in the task order, the Contractor shall leave any size cedar trees, 8-inch DBH or greater oak trees, 12-inch DBH or greater conifers, and hardwoods, 16-inch DBH or greater tanoak, and 12-inch diameter at ground level or greater shrub. These trees and shrubs shall be considered in the spacing of leave trees and shrub.

C.5.7.5 Selection of Individual Leave Trees and Shrubs, and Groups and Clumps

- a. The Contractor shall select leave trees or shrubs based on written instructions from the Government. These instruction may be in the form of a table, or narrative. The Government will issue instructions prior to issuing Task Order for a unit. The sample table below lists an example of instructions for selection of the leave trees and shrub species in the order of preference for consideration. The Contractor shall determine preference for selection as leave tree or shrub based on the written instructions.

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ORDER OF CONSIDERATION FOR LEAVE TREE & SHRUB

<u>Species</u>	<u>Size</u>	<u>Comments</u>
Designated reserve trees/shrubs -	all	leave all, do not include in spacing. These can be painted reserved, flagged, bearing trees, boundary marked trees, other special designations.
Cedar	all	leave all, include in spacing.
Hardwoods & other Conifers	12+” DBH	leave all, include in spacing.
Oaks	8+” DBH	leave all, include in spacing.
Oaks	<8” DBH	include in spacing, leave single or group.
Pines	<12” DBH	include in spacing, leave single or group.
Madrone	<12” DBH	include in spacing, leave single or group.
Other Hardwoods	<12” DBH	include in spacing, leave single or group.
Douglas-fir	5-12” DBH	include in spacing, leave single.
shrub	12+” stem diameter	include in spacing, leave single or clump.
shrub	<12” stem diameter	include in spacing, leave single or clump.
1. mahogany		
2. CA hazel		
3. cherry spp.		
4. indian plum		
5. manzanita		
6. oceanspray		

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- b. Douglas-fir and tanoak less than 5 inches DBH shall not be selected as leave trees.
- c. Groups and Clumps - Leave tree groups and leave shrub clumps shall be considered for leaving if present. See definitions for Leave Tree Group and Leave Shrub Clump. For spacing purposes, groups and clumps will be considered as one stem.
- d. Spacing of Leave Trees and Shrubs - Spacing for leave trees and shrubs, and for leave groups and clumps will be designated for each unit by the task order. The spacing designated shall be no less than 20 feet and no greater than 45 feet between leave vegetation. The designated spacing may be varied plus or minus 10 feet in order to choose the best leave tree or shrub.

C.5.7.6 Treatment of Surplus Trees and Shrubs

- a. All live and dead conifers, hardwood trees, and shrubs not selected as leave or reserved over one foot tall and up to 12 inches DBH (tanoak up to 16 inches DBH) within the specified spacing of each acceptable leave tree or shrub stem and leave group and clump shall be severed one foot or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. The Government may issue instructions with the Task Order requiring girdling of individual species or all, hardwoods, conifers, or both from 7 inches to 12 inches DBH (tanoak 7-16 inches DBH), instead of cutting. Unless otherwise instructed in the Task Order, the Contractor shall cut surplus trees and shrubs up to 12 inches DBH (tanoak up to 16 inches DBH).
- c. Hardwoods, and conifers, greater than 12 inches DBH, tanoak greater than 16 inches DBH, and shrubs greater than 12 inches at ground level shall not be cut or girdled.
- d. Leave trees, shrubs, groups and clumps shall not be damaged while cutting vegetation, or buried with slash.

C.5.7.7 Girdling - Notwithstanding Paragraph C.5.7.6, conifers and hardwoods 7 to 12 inches DBH, and tanoak 7 to 16 inches DBH, may be designated for girdling on individual units. Trees designated for girdling shall have three (3) horizontal chainsaw cuts made completely around the bole of the tree. The cuts shall be made such that the minimum cut inside the cambium is ½ inch. Cuts shall be made below the lowest live limb or branch.

C.5.7.8 Stump Heights - All conifer stumps shall be cut flush with the ground. All hardwood and shrub stumps shall be cut within 12 inches of the ground.

C.5.7.9 Bucking of Cut Material - Slashed, cut and felled material shall be bucked into the standard length of 12 feet or less unless otherwise designated by the task order. Longer lengths may be designated in order to meet utilization objectives.

C.5.7.10 Pruning - Leave trees, girdled trees, and leave snags shall be pruned to a height of 6 to 12 feet as designated by the task order. Live and dead limbs and branches shall be cut cleanly and as close to the bole of the tree as possible. Tree limbs and branches that attach to the bole above the designated pruning height, but

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have limbs or branches extending into the pruning height area, shall be pruned so they do not extend below the designated height.

C.5.7.11 Snag Felling - The COR may reserve individual snags from felling requirements when snags are deemed necessary for other resource goals.

C.5.8 Hand Pile and Cover - Subitem H

C.5.8.1 Level of Difficulty - The level of difficulty for hand piling and covering is determined by the task order. The level is based on the number of piles per acre expected, based on the amount of slash on the unit meeting specifications from C.5.8.2, or C.5.8.3. The Government will designate which specification for size of material to be piled with each task order. The following are hand pile and cover levels:

Subitem H1 - Level I - An average of fewer than 18 piles per acre.

Subitem H2 - Level II - An average of 19 to 30 piles per acre.

Subitem H3 - Level III - An average of 31 to 40 piles per acre.

Subitem H4 - Level IV - An average of 41 to 50 piles per acre.

Subitem H5 - Level V - Units with an average of 30 piles per acre or less; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H6 - Level VI - Units with an average of 30 piles per acre or less; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem H7 - Level VII - Units with an average of 31 to 50 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H8 - Level VIII - Units with an average of 31 to 50 piles per acre; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem H9 - Level IX - An average of 51-60 piles per acre.

Subitem H10 - Level X - Units with an average of 51-60 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H11 - Level XI - Units with an average of 51-60 piles per acre; access is limited with 25 percent or less of the work site accessible with longest walk-in 2 miles or less.

Subitem H12 - Level XII - An average of 61-75 piles per acre.

Subitem H13 - Level XIII - Units with an average of 61-75 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

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Subitem H14 - Level XIV - Units with an average of 61-75 piles per acre; access is limited with 25 percent or less of the work site accessible with longest walk-in 2 miles or less.

Subitem H15 - Level XV - An average of 76-90 piles per acre.

Subitem H16 - Level XVI - Units with an average of 76-90 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H17 - Level XVII - Units with an average of 76-90 piles per acre; access is limited with 25 percent or less of the work site accessible with longest walk-in 2 miles or less.

Subitem H18 - Level XVIII - An average of 91-105 piles per acre.

Subitem H19 - Level XIX - Units with an average of 91-105 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H20 - Level XX - Units with an average of 91-105 piles per acre; access is limited with 25 percent or less of the work site accessible with longest walk-in 2 miles or less.

Subitem H21 - Level XXI - An average of 136-150 piles per acre.

Subitem H22 - Level XXII - Units with an average of 136-150 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H23 - Level XXIII - An average of 106-121 piles per acre.

Subitem H24 - Level XXIV - Units with an average of 106-121 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem H25 - Level XXV - An average of 122-135 piles per acre.

Subitem H26 - Level XXVI - Units with an average of 122-135 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

C.5.8.2 All slash between 1 and 6 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 1 inch in diameter and less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 1 foot in depth.

C.5.8.3 All slash less 6 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 1 foot in depth.

C.5.8.4 All piles shall be constructed by laying limbs, stems, cut boles, and other slash in the pile so as to be parallel with each other. Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than 1/4 to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.

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C.5.8.5 Unless approved by the COR, maximum pile size shall be 8 feet in diameter by 8 feet in height, and minimum pile size shall be 5 feet in diameter by 4 feet in height.

C.5.8.6 All piles shall be covered with a minimum of 6-foot by 6-foot piece of 4-mil polyethylene plastic, such that at least 80 percent of the pile's surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris.

C.5.8.7 Piles shall not be closer than 10 feet to reserved trees or 25 feet to a unit boundary, unless approved by the COR. Slash shall not be piled or placed on logs or stumps, in roadways or drainage ditches, or within channel bottoms or streams.

C.5.8.8 Hand pile and cover shall be completed within 90 calendar days from effective date of the Notice to Proceed for the initial units or for each task order.

C.5.9 Prescribed Fire Plan Preparation - Subitem I

C.5.9.1 Subitem I1 - Broadcast Burn or Understory Burn - The Contractor shall submit a Prescribed Fire Plan for each broadcast and understory burn unit. The Contractor shall complete portions covering ignition, holding, escape contingency, mop-up, and crew briefing checklist. The Contractor shall complete an ignition and holding map which indicates initial workforce and equipment placement and utilization. The Contractor shall complete the workforce and equipment needs portion of the Plan for the Low, Desired, and High acceptable prescription range of the fuel and weather parameters. The Contractor shall complete a mop-up plan to meet mop-up objectives for ignition at the Low, Desired, and High prescription range of the fuel and weather parameters. The Contractor shall complete a site specific crew briefing checklist which identifies pertinent elements, especially safety, to be covered in preburn crew briefing. The Prescribed Fire Plan shall be very specific and based upon the Contractor's on-site inspection of the unit and environmental conditions. A joint on-site inspection involving both the Contractor and the COR may be requested by either party to clarify objectives and resolve deficiencies in the plan. This plan shall be submitted to the COR for approval at least 10 calendar days prior to the estimated ignition date. Sample Prescribed Fire Plan, Broadcast Burn or Understory Burn is shown in Section J.

C.5.9.2 Subitem I2 - Hand Pile Burn or Swamper Burn - Contractor shall submit a Prescribed Fire Plan for each hand pile burn or swamper burn unit. This plan requires completion of the portions covering ignition techniques, contingency and holding, mop-up/patrol, and personnel and equipment needed for hand pile ignition or swamper burn ignition. The Contractor shall complete a site specific crew briefing checklist which identifies pertinent elements, especially safety, to be covered in preburn crew briefing. This plan shall be submitted to the COR for approval at least ten calendar days prior to the estimated ignition date. The Prescribed Fire Plan shall be very specific and based upon the Contractor's on-site inspection of the unit and environmental conditions. A joint on-site inspection involving both the Contractor and the COR may be requested by either party to clarify objectives and resolve deficiencies in the plan. This plan shall be submitted to the COR for approval at least 10 calendar days prior to the estimated ignition date. Sample Prescribed Fire Plan, Hand Pile Burn or Swamper Burn is shown in Section J.

C.5.9.3 The ignition, holding, and escape contingency elements of the Prescribed Fire Plan shall contain the following:

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- a. Map (4" - 1 mile), showing ignition technique and pattern, placement of holding crew and equipment, area(s) of concern, and location where weather shall be monitored and documented.
- b. A narrative discussing ignition technique and holding objectives. Indicate what shall be done, when it shall be done, how it shall be done, who shall do it, and shall include work force, equipment and supplies needed.
- c. A narrative discussing contingency action plan if fire escapes control. As a minimum, the following points shall be covered:
 - 1) Identify probable points of escape.
 - 2) Define initial action to be taken, assigning personnel and equipment needed.
 - 3) Identify escape routes and safety hazards in area.

C.5.9.4 Any changes in the ignition and holding elements of the Prescribed Fire Plan shall be submitted to the COR for approval the day of ignition or before.

C.5.9.5 The mop-up plan shall be a part of the Prescribed Fire Plan. It shall address the mop-up objectives of (1) the prevention of fire escape outside the unit boundaries, (2) prevention of reburn within unit boundaries, and (3) prevention of residual smoke problems in residential and rural interface areas. It shall consist of an initial plan and follow up daily plans beginning on ignition day. The daily plan shall be submitted to the COR prior to the next day's work and is subject to approval. All daily mop-up submissions shall contain the following:

- a. Map (4" = 1 mile) showing burned areas outside of fireline; pattern of mop-up; placement of crew and equipment; and areas of potential problems (reburn, burning "wildlife trees", landings).
- b. A narrative discussion of mop-up priority, schedule of mop-up, patrol and contingency plans should an escape occur. A separate mop-up strategy shall be developed for low, desired, and high acceptable prescription ranges for each unit.
- c. At the option of the COR, the initial mop-up plan may be acceptable in lieu of the follow up daily plan.

C.5.9.6 Aerial Ignition Requirement - The Government may determine that individual broadcast burn units will require aerial ignition (helitorch or sphere dispenser) methods due to safety considerations for the ignition personnel, and/or are the needed to achieve prescribed fire and resource objectives.. These units will typically be dense vegetation which is difficult to walk through and has predicted flame lengths exceeding 4-12 foot range, or the planned season of ignition and expected fuel conditions will require aerial ignition to meet objectives. The Prescribed Fire Plan will identify aerial ignition as the sole method for internal unit ignition. Flanks may be hand ignited.

C.5.10 Fireline Construction and Maintenance - Subitem J

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C.5.10.1 Level of Difficulty - The level of difficulty for fireline construction is determined by the task order. The level is based on the following:

Subitem J1 - Level I - Fireline construction utilizing a tractor.

Subitem J2 - Level II - Hand fireline renovation, where firelines have previously been constructed. May include up to 200 feet of new construction when existing fireline location is deemed inadequate for holding by the Contractor.

Subitem J3 - Level III - When hand firelines are constructed away from the unit boundaries, outside of unit slash or construction of firelines does not involve cutting through continuous downed slash.

Subitem J4 - Level IV - When hand firelines are constructed on unit boundaries or through continuous downed slash. Throw back or pull back of slash is necessary.

C.5.10.2 All fireline construction shall be performed and maintained in accordance with the following specifications. This applies to the preburn fireline construction and any postburn fireline construction which may be required in the event of a slopover or an escapement.

a. Location - Unless otherwise designated, firelines shall be located adjacent to the unit boundary, within 50 feet outside of actual unit boundary, in locations affording the optimal holding capability. The Government may choose to clearly mark the pre-burn and post-burn fireline location with colored plastic ribbon. The fireline shall be constructed to follow the flagged line as closely as possible. Variations will be permitted if unforeseen obstacles are found. Pacific Yew shall not be cut or damaged. Fireline location shall avoid the necessity of cutting or limbing Pacific Yew. The COR shall be notified if cutting or limbing of Pacific Yew is unavoidable prior to cutting any Pacific Yew.

b. Clearing Limits

1) Hand fireline shall be cleared to a width of 8 feet and a height of 8 feet. The width shall be measured parallel with the ground (slope distance). The height shall be measured from the side of the line away from the unit. A strip at least 1.5 foot wide to a maximum of 3 feet wide, and centered within the cleared area shall be cleared to mineral soil. A strip less than 1.5 foot wide may be designated by the COR on some units.

2) Tractor fireline shall be cleared to a single blade width to mineral soil. Height shall be cleared to 8 feet measured from the side of the line away from the unit.

c. Material to be Cleared - Within the 8-foot line, the following material shall be cut and removed:

1) Ferns, shrubs and other vegetation. Cut to within 18 inches of ground level or as close as possible without damaging tools.

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2) Cut live trees under four inches in diameter at ground level or as close as possible without damaging tools. No green trees larger than 4 inches shall be cut. The fireline shall be located to avoid larger green trees.

3) Limbs extending within the fireline shall be cut close to the tree if the point of cutting can be reached from the ground (about 8 feet from the ground). Limbs shall be cut when they enter the fireline clearing limits if they cannot be cut at the tree. Limbs cut close to the tree need not be cut flush but “spike” limbs will not be allowed.

4) Slash and litter shall be removed from the 8-foot (both height and width) fireline clearing strip. Natural ground duff need not be removed except from within the 3-foot strip on the fireline work area.

5) A 3-foot section shall be removed from logs located across the fireline.

d. Disposal of Cleared Material - Material cut from within the fireline shall be placed on the unit side of the fireline and scattered. Soil berms and piles will not be permitted on top of flammable material. Log sections may be rolled downhill and away from the unit provided that they are left outside the fireline.

e. Snags and High Stumps - Snags or high stumps may be left next to the fireline when designated or approved by the Government.

f. Side Slopes - On side slopes that are steeper than 30 percent, the 3-foot wide strip shall be cup trenched sufficiently to catch rolling material 6 inches or less in diameter.

g. Water Bars - Water bars shall be constructed in all firelines. The water bar shall consist of a diagonal ditch across the three-foot wide mineral soil portion of the fireline, but not in excess of the following guidelines. The water bar shall be approximately 6 inches to 10 inches deep and approximately 5 feet long.

Percent of Slopes:	00% - 09% - None Required
	10% - 29% - 1 Water Bar Every 300'
	30% - 59% - 1 Water Bar Every 150'
	60% + - 1 Water Bar Every 100'

h. Maintenance - Within two days prior to day of ignition, the mineral soil strip along the fire line shall be restored and cleared to mineral soil.

C.5.11 Fuels Pullback - Subitem K

C.5.11.1 Levels of Difficulty - The level of difficulty for fuels pullback will be determined by the task order. The level is based on the number of trees per acre to be treated, as follows:

Subitem K1 - Level I - Fuels pullback on less than 20 trees or snags per acre.

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Subitem K2 - Level II - Fuels pullback on 20 to 40 trees or snags per acre.

Subitem K3 - Level III - Fuels pullback on 40 to 60 trees or snags per acre.

C.5.11.2 All fuels pullback shall be performed in accordance with the following specifications.

a. Trees/snags to be treated - The Contractor shall perform fuels pullback on leave trees and snags as designated by the task order.

b. Clearing - Each tree/snag designated for pullback shall be cleared of all surface fuels, including litter, and aerial fuels from a 2 foot wide area, 8 feet in height, around the tree/snag. Material greater than 3" diameter within the clearing zone shall be rolled at least 4 feet from the bole. Care shall be taken to maintain the lower duff layer as damage to sub-surface roots could occur. Clearing shall include removing ladder fuels 8 feet up the bole of the tree/snag. This may require some pruning or cutting of material with a pulaski, handsaw, or chainsaw.

c. Removed debris - The Contractor shall scatter all removed debris and avoid concentrating the debris. On sloping ground, debris shall be scattered uphill or sidehill from the tree/snag. No removed debris shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

C.5.12 Prescribed Burn and Mop-Up - Swamper Burn - Subitem L

C.5.12.1 Swamper burning combines hand piling and burning into a concurrent operation. A small pile of slash is created and ignited. More slash is added to the pile while the pile is burning.

C.5.12.2 Levels of Difficulty - The level of difficulty for swamper burning will be determined based on the estimated amount of slash, in tons per acre, requiring burning in accordance with C.5.12.6, and access:

Subitem L1 - Level I - Units with an average of 12 tons/acre or less. Unit is accessible.

Subitem L2 - Level II - Units with an average of 13 to 20 tons/acre. Unit is accessible.

Subitem L3 - Level III - Units with an average of 21 or more tons/acre. Unit is accessible.

Subitem L4 - Level IV - Units with an average of 20 tons/acre or less; access is fair with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem L5 - Level V - Units with an average of 20 tons/acre or less; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem L6 - Level VI - Units with an average of 21 tons/acre or more; access is fair with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem L7 - Level VII - Units with an average of 21 tons/acre or more; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

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C.5.12.3 The swamper burning season on the Medford District normally can occur between late October and November and between February and March. However, conditions permitting burning may occur at any time from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any escaped fires.

C.5.12.4 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR. The Contractor shall conduct a preburn crew briefing, as prepared in the Plan.

C.5.12.5 Clearance to Burn - The Contractor shall notify the Government no later than 1500 hours on the day prior to ignition when specific units are within burn prescription parameters. The Government will notify the Contractor via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions; and decision to allow or not allow burning.

C.5.12.6 All slash more than 2 feet long and between 1 inch and 6 inches in diameter at the large end shall be piled and burned. Larger material which has a portion meeting this specification must be bucked at the 6-inch diameter and that portion piled and burned. In all cases, the debris after treatment shall be less than 6 inches deep. The Contractor shall stoke each pile until at least 80 percent of the pile is consumed.

C.5.12.7 Unless otherwise designated, piles shall not be located closer than 25 feet from unit boundary and reserved areas. Piles shall not be located closer than 10 feet from standing snags, wildlife trees, and live trees in order that no damage occurs to these from burning operation. Slash shall not be piled or burned on logs or stumps, in roadways or drainage ditches, or within reserved areas such as riparian zones, channel bottoms or streams.

C.5.12.8 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative through the Government-furnished radio communication system or other mutually-agreed-upon communications system at all times.

C.5.12.9 The Contractor shall conduct holding operations in accordance with the prescribed fire plan. Relocation of manpower and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall be responsible for recognizing the need for and making such relocations, dependent upon on-site weather and fire conditions.

C.5.12.10 The Contractor shall extinguish any fire outside the fireline of the unit, or unit boundary and promptly report this to the COR at the site. A hand fireline shall be constructed completely around each slopover or fire outside the unit using hand tools. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on each side of the fireline and 6 feet overhead.

C.5.12.11 Contractor shall not fell any wildlife trees or snags which may have fire in them without approval of the COR.

C.5.12.12 Mop-up shall be performed in accordance with C.5.15.

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C.5.13 Prescribed Burn and Mop-Up: Broadcast and Understory Burn - Subitem M

C.5.13.1 Levels Of Difficulty - The Levels of Difficulty for broadcast burns and understory burns are based on the following criteria and descriptions. Level of Difficulty is determined by the task order. Criteria used in determining a Level of Difficulty consists of the following: Season of Ignition, Type of Burn/Potential For Rapid Ignition, Value and Risk, Unit Size, and Road Access. Description of criteria follows:

a. Season of Ignition - A relative means of describing the time of the year when fuel moisture conditions reach the necessary range of percent moisture content to achieve fuel consumption or retention amounts needed to fulfill prescribed fire and resource objectives contained in each unit Prescribed Fire Plan. The season of ignition listed in the Prescribed Fire Plan will indicate when fuel moisture conditions may typically, but not always, occur based on site specific features (e.g. aspect, canopy closure, slope position and percent, wind exposure, etc.) for each unit. Weather conditions can alter timing of when fuel moisture conditions occur. An inexact explanation of timing for each season follows. These would be used as a rough estimate of when fuel moisture condition parameters in the unit Prescribed Fire Plan might typically occur on the Medford District:

Winter - December, January, February

Early Spring - February, March

Spring - April, May

Late Spring - May, June

Summer - June, July

Fall - September, October, November

b. Type of Burn/Potential For Achieving Rapid Ignition - Different types of burns have the potential to allow for rapid ignition, either by hand ignition or aerial ignition methods. Examples include clearcuts and shrubfields which have no overstory retention objectives or other major holding problems. In general, most broadcast burns will have some potential for rapid ignition on all, or a portion of the unit. Understory burns have less potential due to the need to control flame lengths to reduce scorch height and overstory mortality.

c. Value And Risk - Value consists of resource values within the burn unit and adjacent to the unit. Risk is associated with threat to resource values within the burn unit (e.g. overstory trees, coarse woody debris, snags); with fuel type and condition outside the burn unit boundary; and unit layout as these last two relate to holding operation's ability to prevent or contain slopover and escape. Risk of slopover and escape increases when adjacent fuel type would experience greater fire behavior than fuel being ignited. Proximity to Rural Interface Area (RIA) and potential threat to private property and residential structures are a consideration that can influence value and risk criteria.

d. Unit Size - The size of a unit influences level of difficulty, based on variations within the unit such as multiple aspects, variability of fuel types and amounts, and position of slope. Unit size can also influence level of difficulty based on economics of fixed cost factors when units are small (less than 10 acres) or larger (greater than 75 acres).

e. Road Access - Road access limitations has the potential to influence ignition and holding, and

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mop-up operations. The Government attempts to mitigate these potential impacts when developing prescribed fire objectives, fuel moisture parameters, and season of ignition. However, road access is still a factor which has the potential to effect level of difficulty.

f. Levels of Difficulty - Each Level of Difficulty addresses the criteria above with a description and/or example. The determination of the Level of Difficulty is based on a consideration of all the criteria. One or more of the individual criteria can be more important than the others on a specific unit bases. Often they will be interrelated. (An example might be a unit with high value and risk and limited access which causes the Government to designate prescription parameters allowing for an early spring season of ignition, which reduces holding, escape potential, and mop-up requirements.) Explanation and examples for each Level of Difficulty follow:

Subitem M1 - Level I - Unit generally has fuel types and conditions conducive to allowing burning in the winter/early spring seasons through the spring season. These would be broadcast burns with only a rare possibility of an understory burn. Rapid ignition potential is very high. Value and Risk concerns are at a minimum, or are not an influence on level of difficulty. Holding operations would potentially be low or nonexistent as fuels would be expected to burn out quickly with little heat retention or hold over of smoldering material. Unit size is greater than 75 acres. Fuel and environmental features do not create large variations in fire behavior and holding operation complexity. Road access is available or if not present has only a limited impact on the operation complexity. Examples include but are not limited to natural fuels such as grass and shrubfields. Open woodlands, timber stands or slash might also fit if available fuel loading was low, or limited large size fuels where present; and if overstory retention was not at risk. Mop-up operations are not required at this level of difficulty. See C.5.15.

Subitem M2 - Level II - Unit generally has fuel types and conditions conducive to allowing burning in the winter/early spring seasons through the spring season. These would be broadcast burns with only a rare possibility of an understory burn. Rapid ignition potential is very high. Value and Risk concerns are at a minimum. Holding and mop-up operations would potentially be low or nonexistent as fuels would be expected to burn out quickly with little hold over of smoldering material. Mop up could be minimal to none. Unit size can range from 20 acres to 75 plus acres. Fuel and environmental features do not create large variations in fire behavior and holding operation complexity. Road access is available or if not present has only a limited impact on the operation complexity. Examples include but are not limited to natural fuels such as grass and shrubfields. Open woodlands, timber stands or slash might also fit if available fuel loading was low, or limited large size fuels where present; and if overstory retention was not at risk. Mop-up requirements are included at this level. See C.5.15.

Subitem M3 - Level III - Low or moderate complexity burn. Similar to unit conditions in Level II, except inherent features are present which create additional complexity. These features include value and risk, and unit size. Values may include high value resources adjacent to the unit or resource objectives within the unit of overstory, coarse woody debris or snag retention. Values may also include private property or Rural Interface Areas

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adjacent to the unit. Risk features may be present which increase holding equipment and personnel requirements. These may include unit layout or adjacent fuel type. Road access may be limited for portions of the unit such as top or bottom but is not absent. Holding and mop-up operations have the potential for a larger effort than in Level I. Unit size has some potential to influence complexity due to multiple aspects and variations in fuel conditions. Mop-up operations are included at this level. See C.5.15.

Subitem M4 - Level IV - Moderate complexity burn. Prescription parameters and objectives are such that a wide range of fuel moisture conditions and timing of ignition are possible. Unit generally has fuel types and conditions conducive to burning in a wide seasonal range from early spring through late spring. These can be either broadcast burns or understory burns. Rapid ignition potential is possible, or ignition rate does not require consistent interruptions to regulate fire effects. Value and Risk concerns can be present, but can be diminished by flexibility in burn prescription parameters and season. Holding and mop-up operations are expected to be required, and a large effort may be required if unit is burned at dry end of prescription parameters. Unit size has potential to influence complexity due to multiple aspects and variations in fuel conditions. Road access is available to at least the bottom or midslope of the unit; or it is limited but impacts burn complexity only at the dry end of prescription parameters. Examples include but are not limited to clearcuts and partial cuts with slash fuel loadings similar to FBPS Fuel Models 11 or 12; understory burns with natural fuels and/or slash when overstory trees are of a size resistant to mortality in spring burning; and shaded fuel breaks with good access. Woodland understory burns might also be included if value and risk factors are high.

Subitem M5 - Level V - Moderate or high complexity burn. Prescription parameters and objectives and/or fuel type and site conditions are such that the range of fuel moisture conditions and timing of ignition are limited. Season may be spring, late spring, early summer or fall, depending on the unit. Can be either broadcast burn or understory burn. Rapid ignition potential is low or absent. Value and Risk concerns are present, and may be the cause of the limited timing for the burn. Active holding and mop-up operations may be required. Unit size influences the complexity due to multiple aspects and variations in fuel conditions. Road access limitations are present. Examples include but are not limited to clearcuts and partial cuts with slash fuel loadings similar to FBPS Fuel Model 12; Understory burns with natural fuels and/or slash when overstory trees are of a size or conditions requiring limitations on flame length, scorch height, and/ fireline intensity. Grass meadows and shrubfield broadcast burns and woodland understory burns might also be included when value and risk factors are high.

Subitem M6 - Level VI - Highly complex burn. Fuel type and site condition create a narrow prescription window, and/or may require ignition in late spring-early summer or fall seasons. Understory burn only. Ignition rate would be slow to control flame length and scorch height, and facilitate holding operation. Very active holding and mop-up measures might be needed to prevent slop-over, escape, or to meet smoke management concerns. Unit size influences the complexity due to multiple aspects and variations in fuel conditions. Road access may be limited and a complete walk-in may be required. Examples include but are not limited to understory burns with closed canopy cover, shrub understory

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moderate to dense, ladder fuels present, and large size fuels present. Shaded fuel breaks with limited access may also be included.

C.5.13.2 The prescribed burning season on the Medford District for understory and broadcast burning normally is between March and the early part of June. However, conditions permitting burning may occur at anytime from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any escaped fires.

C.5.13.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR. The Contractor shall conduct a preburn crew briefing, as prepared in the Plan.

C.5.13.4 Clearance to Burn - The Contractor shall notify the Government no later than 1500 hours on the day prior to ignition when specific units are within burn prescription parameters. The Government will notify the Contractor via telephone or direct communications at/or before 0900 hours on the day of the proposed ignition of smoke management conditions; and decision to allow or not allow burning.

C.5.13.5 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative on site through the Government-furnished radio communication system at all times.

C.5.13.6 The Contractor shall conduct holding operations in accordance with the prescribed fire plan. Relocation of manpower and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall be responsible for recognizing the need for and making such relocations, dependent upon on-site weather and fire conditions.

C.5.13.7 The Contractor shall extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the COR at the site. A hand fireline shall be constructed completely around any fire or slopover outside the unit fireline using hand tools. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead. The Government will identify the fireline with colored plastic ribbon.

C.5.13.8 Contractor shall not fell any reserved trees which may have fire in them without approval of the COR.

C.5.13.9 Mop-up shall be performed in accordance with C.5.15.

C.5.14 Prescribed Burn and Mop-Up: Hand Pile Burn - Subitem N

C.5.14.1 Levels of Difficulty - The level of difficulty for Hand Pile Burns will be determined in accordance with C.5.7.1, and access:

Subitem N1 - Level I - Units with an average of fewer than 18 piles per acre. Unit is accessible.

Subitem N2 - Level II - Units with an average of 19 to 30 piles per acre. Unit is accessible.

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Subitem N3 - Level III - Units with an average of 31 to 40 piles per acre. Unit is accessible.

Subitem N4 - Level IV - Units with an average of 41 to 50 piles per acre. Unit is accessible.

Subitem N5 - Level V - Units with an average of 30 piles per acre or less; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem N6 - Level VI - Units with an average of 30 piles per acre or less; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem N7 - Level VII - Units with an average of 31 to 50 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem N8 - Level VIII - Units with an average of 31 to 50 piles per acre; access is limited with 25 percent or less of the site accessible with longest walk-in 2 miles or less.

Subitem N9 - Level IX - Units with an average of 51-60 piles per acre. Unit is accessible.

Subitem N10 - Level X - Units with an average of 51-60 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem N11 - Level XI - Units with an average of 51-60 piles per acre; access is limited with 25 percent or less of the work site accessible with longest walk-in 2 miles or less.

Subitem N12 - Level XII - Units with an average of 61-75 piles per acre. Unit is accessible.

Subitem N13 - Level XIII - Units with an average of 61-75 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem N14 - Level XIV - Units with an average of 61-75 piles per acre; access is limited with 25 percent or less of the work site accessible with longest walk-in 2 miles or less.

Subitem N15 - Level XV - Units with an average of 76-90 piles per acre. Unit is accessible.

Subitem N16 - Level XVI - Units with an average of 76-90 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

Subitem N17 - Level XVII - Units with an average of 76-90 piles per acre; access is limited with 25 percent or less of the work site accessible with longest walk-in 2 miles or less.

Subitem N18 - Level XVIII - Units with an average of 91-105 piles per acre. Unit is accessible.

Subitem N19 - Level XIX - Units with an average of 91-105 piles per acre; access is limited with at least 50 to 75 percent of the work site accessible with longest walk-in ½ mile or less.

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Subitem N20 - Level XX - Units with an average of 91-105 piles per acre; access is limited with 25 percent or less of the work site accessible with longest walk-in 2 miles or less.

C.5.14.2 The burning season for hand piles on the Medford District normally is during November and December. However, conditions permitting burning may occur at anytime from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any fire spread from burned piles or escaped fires outside unit boundaries.

C.5.14.3 All prescribed fire operations shall be initiated only when a Prescribed Fire Plan has been approved and signed by the COR. All elements of the plan shall be followed unless a deviation has been approved in advance by the COR.

C.5.14.4 Clearance to Burn - The Contractor shall notify the Government no later than 1500 hours on the day prior to ignition when specific units are within burn prescription parameters. The Government will notify the Contractor via telephone or direct communications at/or before 0900 hours on the day of the proposed ignition of smoke management conditions; and decision to allow or not allow burning.

C.5.14.5 During ignition operations, the Contractor's crew supervisor shall maintain contact with the Government representative on site through the Government-furnished radio communication system at all times.

C.5.14.6 The Contractor shall stoke each pile until at least 80 percent of the pile is consumed.

C.5.14.7 Holding typically is not necessary when piles are burned during winter conditions. The Contractor shall conduct holding operations as necessary in accordance with the prescribed fire plan. Relocation of manpower and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall be responsible for recognizing the need for and making such relocations, dependent upon on-site weather and fire conditions.

C.5.14.8 The Contractor shall extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the COR at the site. A hand fireline shall be constructed completely around fire inside the unit or slopover outside the unit using hand tools. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead. The Government will identify the fireline with colored plastic ribbon.

C.5.14.9 Contractor shall not fell any reserved trees which may have fire in them without written approval of the Contracting Officer.

C.5.14.10 Mop-up shall be performed in accordance with C.5.15.

C.5.15 Standard Patrol and Mop-Up

C.5.15.1 The Contractor shall complete patrol and mop-up of unit(s) to the extent provided for in this section for each subitem to meet the mop-up objectives of (1) the prevention of fire escape outside the unit boundaries,

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and (2) prevention of reburn within unit boundaries. Patrol and mop-up shall begin immediately following completion of ignition on any portion or whole of each unit.

C.5.15.2 If the weather conditions, forecasts, fuel conditions change, and/or smoke management concerns occur during patrol and mop-up operations to a point where the standard patrol and mop-up may no longer meet mop-up or smoke management objectives, then the Government may order Additional Mop-up, Subitem O as needed and determined by the Government.

C.5.15.3 Mop-Up and Patrol for Swamper Burn, Subitems L - The Contractor shall complete patrol and mop-up to meet the objectives described in C.5.15.1 from the time ignition is first started within the unit to 72 hours, or until released from such services by the COR, whichever occurs first. The 72-hour time period begins at 8:00 am the day following completion of ignition in that unit. The Contractor shall advise the Government of conditions which prevent the meeting of mop-up objectives within the 72-hour period.

C.5.15.4 Mop-Up and Patrol for Broadcast and Understory Burn, Subitem M1 - The Contractor shall complete patrol and mop-up to meet the objectives described in C.5.15.1 from the time ignition is first started within the unit to 8:00 am the day following completion of ignition in that unit, or until released from such services by the COR, whichever occurs first. The Contractor shall complete 100 percent mop-up of all spot fires and slopovers outside the unit boundary and within the first 50 feet inside of unit boundary.

C.5.15.4 Mop-Up and Patrol for Broadcast and Understory Burn, Subitems M2, 3, 4, 5, 6 - The Contractor shall complete patrol and mop-up to meet the objectives described in C.5.15.1. The Contractor shall complete 100 percent mop-up of all spot fires and slopovers outside the unit boundary and within the first 50 feet inside of unit boundary. The Contractor shall complete this mop-up within 96 hours of 8:00 am on the day following completion of ignition. After 48 hours, the Contractor shall advise the Government if mop-up will be completed within the 96-hour period.

C.5.15.5 Mop-Up and Patrol for Hand Pile Burn, Subitems N - The Contractor shall complete patrol and mop-up to meet the objectives described in C.5.15.1 from the time ignition is first started within the unit to 24 hours, or until released from such services by the COR, whichever occurs first. The 24-hour time period begins at 8:00 am the day following completion of ignition in that unit. The Contractor shall advise the Government of conditions which prevent the meeting of mop-up objectives within the 24-hour period.

C.5.15.6 Patrol shall include the checking for, and mop-up of burning material that threatens the achievement of mop-up objectives or the mop-up standards for each subitem. Patrol shall also include taking the following actions to prevent fire escape outside the unit boundary and/or to prevent reburn within the unit boundary. Immediately take actions to fireline, mop up, and identify all slopovers or spot fires. If Contractor is unable to contain or control slopover or spots with patrol resources, promptly, within 30 minutes after discovery, notify the Government of the situation and continue to take action to contain or control fire.

C.5.15.7 The Contractor shall completely extinguish all burning material within the designated mop-up area.

C.5.15.8 Mechanical equipment used must keep soil disturbance to a minimum. Mechanical equipment can only be used on landing areas and must be approved by the Contracting Officer.

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C.5.15.9 Contractor shall not fell any reserved trees which may have fire in them without written approval of the Contracting Officer.

C.5.15.10 The Contractor may use Contracting Officer-approved wetting agents, retardants, foam, or suppressants during mop-up and ignition operations. Contractor is responsible for assuring these do not leak or spread into streams, water sources or standing water. Root wads (uprooted stumps with roots attached) shall be thoroughly extinguished (dug around and rotten or loose wood scraped off). Fireline berms shall be thoroughly extinguished.

C.5.15.11 Unsafe logs and chunks with a minimum size of 12 inches x 4 feet up to a maximum of 20 inches x 8 feet on slopes greater than 50% shall be turned and placed in a manner that provides for safety in preventing this debris from rolling.

C.5.15.12 Project Area Reburn - Should a reburn occur during the mop-up operation, the Contractor shall suppress the fire and notify the Government immediately. The cost of reworking the area to contract requirements shall be borne by the Contractor.

C.5.15.13 Mop-up contingencies are established and will be initiated by the COR for the following situations:

a. If a red-flag watch or warning is issued or predicted by the National Weather Service for extreme fire weather conditions; or if smoke emissions from the burn unit during mop-up are creating air quality impacts to the Air Quality Management Area, Designated Area (Grants Pass), or other smoke sensitive areas, the Contractor may be required to complete mop-up within a 24-hour period. If satisfactory progress is not made, or a mop-up plan is not provided that ensures completion within the 24-hour period, the Government, when determined necessary, may immediately assume control of the project area and provide manpower and/or equipment to complete the work. In this event, the contractor will be liable for the cost to the Government of performing mop-up.

b. If a slopover occurs on a burn unit during ignition or mop-up and is declared an escaped fire by the COR, the Government will immediately assume control of the project area. Following declaration of the escaped situation, Contractor's personnel shall be made available to the Government for fire suppression and will be paid at the applicable firefighting rates paid by the Government. See E.4.2.5.

C.5.16 Additional Mop-Up - Subitem O

C.5.16.1 Additional mop-up may be ordered by the Government for unit(s) when the Government determines that the standard mop-up included in Prescribed Burn and Mop-Up Subitems L, M, and N is insufficient to meet objectives.

C.5.16.2 Levels of Difficulty - Three levels of difficulty for additional mop-up will be determined based on the time of year in which the mop-up is to be performed. The time of the year influences fuel moisture conditions, ignition and burnout of fuels, and weather conditions (such as humidity recovery) which effect difficulty in extinguishing burning material. One level of difficulty will be based on rapid mop-up requirement to reduce

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impact of residual smoke, or to secure unit prior to adverse weather event. Level is determined by the task order.

Subitem O1 - Level I - Mop-up is performed from November 1 thru April 30.

Subitem O2 - Level II - Mop-up is performed from May 1 thru June 30.

Subitem O3 - Level III - Mop-up is performed from July 1 thru October 31.

Subitem O4 - Level IV - Mop-up is required to be 100 percent completed in the unit or designated portion of unit within a 24-hour period.

C.5.16.3 Task orders for Subitems O1 thru O4 will be on a per-acre basis and will designate the unit(s), acreage, description of mop-up location, and time period for completion (Subitems O1, O2, O3). Additional mop-up might include 100 percent of the unit, or extending the existing mop-up in a designated length. Time period for completion for Subitems O1, O2, and O3 will be designated either 48, 72, 96, 120, or 144 hours starting at 8:00 am on the day after acceptance of the task order by the Contractor. Timeframe needed to complete the mop-up will be determined by the availability of Contractor's crews for the unit(s). Patrol as required by C.5.15.6 shall continue throughout the time prescribed for additional mop-up.

C.5.16.4 The Contractor shall completely extinguish all burning material within the designated mop-up area.

C.5.16.5 Mechanical equipment used must keep soil disturbance to a minimum. Mechanical equipment can only be used on landing areas and must be approved by the Contracting Officer.

C.5.16.6 Contractor shall not fell any reserved trees which may have fire in them without approval of the COR.

C.5.16.7 The Contractor may use Contracting Officer-approved wetting agents, retardants, foam, or suppressants during mop-up and ignition operations. Contractor is responsible for assuring these do not leak or spread into streams, water sources or standing water. Root wads (uprooted stumps with roots attached) shall be thoroughly extinguished (dug around and rotten or loose wood scraped off). Fireline berms shall be thoroughly extinguished.

C.5.16.8 Unsafe logs and chunks with a minimum size of 12 inches x 4 feet up to a maximum of 20 inches x 8 feet on slopes greater than 50% shall be turned and placed in a manner that provides for safety in preventing this debris from rolling.

C.5.16.9 Project Area Reburn - Should a reburn occur during the mop-up operation, the Contractor shall suppress the fire and notify the Government immediately. The cost of reworking the area to contract requirements shall be borne by the Contractor.

C.5.16.10 Mop-up contingencies are established and will be initiated by the COR for the following situation:

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If a slopover occurs on a burn unit during mop-up and is declared an escaped fire by the COR, the Government will immediately assume control of the project area. Following declaration of the escaped situation, Contractor's personnel shall be made available to the Government for fire suppression and will be paid at the applicable firefighting rates paid by the Government. See E.3.2.5.

C.5.17 Snag Felling - Subitem P

C.5.17.1 Snag felling in this item is for the objectives of human safety, and assist holding and mop-up operations by removing source of spotting and fire spread. Snag felling in this Item is separate from snag felling in Fuel Modification Zone, Items F and G.

C.5.17.2 Contractor shall fell snags as specified by task order. Snags will generally range in size from 6 inches DBH to 40 inches DBH. It is estimated that snag felling will be required for not more than 40 trees. Stump height shall be as low as possible consistent with adequate safety considerations.

C.5.17.3 Snags shall be felled such that firelines remain free of debris. Contractor shall restore firelines to original clear condition following snag felling.

C.5.18 Tractor Operations - Subitem Q

C.5.18.1 Tractor operations under this Item shall include utilization of a tractor to crush vegetation, roadblock removal and restoration, and removal of soil or debris to allow mop-up of burning material that is buried.

C.5.18.2 Crushing of vegetation by tractor operation is done in all or portion of unit(s) to create fuel conditions that allow for safety of ignition personnel and create optimal fuel moisture and arrangement to meet prescribed fire objectives. This is typically accomplished in shrubfields. Tractor operations are conducted along the slope contour on slope percentages less than 35 percent. COR will issue written instructions regarding location, spacing, reserved areas, and access for each unit(s).

C.5.18.3 Roadblock removal and restoration shall consist of the following:

a. The Contractor shall restore vehicle access to specified units which may be inaccessible due to materials piled in road. A minimum of 10 feet in width shall be made passable for all project vehicles. It is estimated that this service will be required for not more than 10 sites, to be specified by the task order.

b. Following acceptance of the unit(s) for which access has been restored, and within 5 days of receipt of the notice of unit acceptance from the COR, the Contractor shall return the road to its original blocked condition to prevent vehicle passage on specified roads.

C.5.18.4 Mop-up of burning material utilizing a tractor is required when material is buried beyond reach utilizing hand tools. This usually, but not always, occurs under landings in timber harvest units. The Contractor shall uncover the burning material to the extent that the material is fully accessible and available to be mopped-up.

SECTION E - INSPECTION AND ACCEPTANCE

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52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

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

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 METHOD OF INSPECTION

E.1.1 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

E.1.2 Inspection for Wildfire Hazard Reduction Treatments - Subitems A, B, C, D, E, F, G and H

E.1.2.1 Inspections will be made on a series of 1/40th acre (18.625 feet radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least one percent sample of the work unit.

E.1.2.2 Each inspection plot will be subdivided into four (4) quadrants based on cardinal directions. Each

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quadrant will be evaluated for compliance with all contract specifications as stated in Section C that pertains to that individual treatment. If two (2) or more quadrants fail to comply, the plot will fail.

E.1.2.3 Work Quality Percentage - Work quality percentages are derived from data developed from inspection plots. The total number of satisfactory plots divided by the number of plots inspected determines the quality rate. This rate multiplied by 100 provides the work quality percentage.

Example:	Number of plots inspected	25
	Number of satisfactory plots	23
	23 divided by 25	.92
	Work Quality Percentage	92%

E.1.3 Prescribed Fire Plan Preparation - Broadcast Burn, Understory Burn, Swamper and Hand Pile Burn - Subitems I1 and I2 - The portions of the Prescribed Fire Plan completed by the Contractor will be reviewed by the COR and District Fire Management Officer. Each individual unit plan will be reviewed for completeness, adherence to the burn objectives, ignition and holding, escape contingency, mop-up plan, adequacy of workforce and equipment, and safety measures. Contractor will be notified of deficiencies and will be given two (2) working days to amend the plan.

E.1.4 Fireline Construction and Maintenance - Subitem J, Fuels Pullback - Subitems K - Inspections will be made by the Government using a visual examination of the constructed fireline and the fuels pullback for compliance with all terms and specifications within five (5) calendar days after notice that the work is completed. If the work does not meet contract requirements, corrections shall be made within seven (7) calendar days. Along the constructed fireline for each project area the Government will:

- a. Identify existing deficiencies in the fireline construction and maintenance.
- b. Mark the beginning point and ending point of the deficient construction with plastic ribbon.

E.1.5 Prescribed Burn and Mop-up - Subitems L, M and N, Additional Mop-Up - Subitem O

E.1.5.1 The COR will be on site during burning operations (ignition and holding). The Contractor's activity will be monitored throughout the operation for compliance with the Prescribed Fire Plan and that Resource and Prescribed Fire Objectives are being met. Compliance with the Prescribed Fire Plan will be required unless concurrence is obtained from the COR prior to deviating from the plan. A Notice of Noncompliance or Suspend Work Order will be issued for all other deviations from the Prescribed Fire Plan.

E.1.5.2 The Government will inspect patrol and mop-up operations to determine compliance with the mop-up standards required for Subitems L, M, and N for compliance with all specifications in C.5.15. The Government will inspect mop-up operations in Subitems O to determine compliance with all specifications in C.5.16.

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E.1.5.3 100% inspection of the designated mop-up areas will be made by the BLM either visually and/or with infrared-scan equipment to ensure that all burning material has been detected. The Contractor shall extinguish any burning material detected before final acceptance is made.

E.1.6 Snag Felling and Tractor Operations - Subitems P1 and Q1 - Inspections will be made by visual examination of the snags felled and tractor operation accomplishments. The Contractor will be given two (2) working days to correct deficiencies. If the quality of work is not satisfactory, or snags are felled without authorization by the COR, the Contractor's right to proceed may be terminated.

E.2.0 ACCEPTANCE

E.2.1 Final acceptance of all items will be based upon satisfactory completion of the work in accordance with the specifications on a unit-by-unit basis for all items.

E.2.2 Wildfire Hazard Reduction Treatments - Subitems A, B, C, D, E, F, G and H

E.2.2.1 Satisfactory Work - Acceptance of work will be based on compliance with all Section C.5.0 Specific Tasks that correspond to the treatment. A minimum basic quality of 85 percent is required.

E.2.2.2 Unsatisfactory Work - If the work quality falls below 85 percent, the COR will immediately notify the Contractor in writing and direct the Contractor to improve the quality of his work. If the quality of work is not raised to an acceptable level within 5 working days after written notification, the Contracting Officer may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run. If untreated or unsatisfactory treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain satisfactory work quality.

E.2.3 Prescribed Fire Plan Preparation - Subitems I and I2 - When a Prescribed Fire Plan is reviewed and is acceptable, the Plan will be signed by the District Fire Management Officer or designated Acting Officer. The Plan is then sent to the Area Manager or designated Acting Manager and returned to the COR for signature. The COR's signature on the plan will constitute acceptance.

E.2.4 Fireline Construction and Maintenance - Subitem J, Fuels Pullback - Subitem K, Snag Felling - Subitem P1, and Tractor Operations - Subitem Q1 - Acceptance will be based on the inspection results of the visual examination of the project area.

E.2.5 Prescribed Fire Operations - Subitems L, M, and N, and Additional Mop-Up - Subitems O

E.2.5.1 Acceptance of the burning and mop-up will be made by the COR, if the Resource and Prescribed Fire Objectives are met, and the Contractor is in compliance with the specifications for satisfactory mop-up and patrol of the unit.

E.2.5.2 Acceptance will be based upon the results of an infra-red scan revealing no burning material, if requested by the contractor or the BLM; or by visual inspection by the Government. Acceptance may occur at anytime, starting from 0800 hour on the day following ignition. Acceptance will be made in writing by the Government.

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E.3.0 BASIS OF PAYMENT

E.3.1 Method of Measurement

E.3.1.1 Slashing - Subitem A, Girdling - Subitem B, Lop and Scatter - Subitem C, Selective Slashing - Subitem D, Pruning - Subitem E, Fuel Modification Zone Construction Timber Stands - Subitem F, Fuel Modification Zone Woodland/Shrubland - Subitem G, Hand Pile and Cover - Subitem H, Fuels Pullback - Subitem K, Prescribed Burn and Mop-up - Subitems L, M, and N, Additional Mop-Up - Subitems O

a. Acreage are measured on the horizontal plane.

b. The Contractor may, at any time during the course of the contract, request remeasurement of any project area if he feels that the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the project area will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the project area will be based on the remeasured acreage.

E.3.1.2 Prescribed Fire Plan Preparation - Subitems I1 and I2 - Prescribed Fire Plan preparation will not be measured separately for payment, but will be considered subsidiary to other items of work.

E.3.1.3 Fireline Construction and Maintenance - Subitem J - The quantities on the Schedule of Items are estimated. Fireline construction is measured on slope (linear) measured distance to the nearest foot.

E.3.1.4 Snag Felling - Subitem P1 - The quantities on the Schedule of Items are estimated. Snag felling is measured on a team hourly basis of a 2-member team, beginning upon arrival at the unit, excluding lunch breaks, ending when work is completed. Time should be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of snag felling in operation.

E.3.1.5 Tractor Operations - Subitem Q1 - The quantities on the Schedule of Items are estimated. Tractor operations is measured on an hourly basis, beginning upon arrival at the unit, excluding lunch breaks, ending when work is completed. Time should be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of tractor in operation.

E.3.2 Payment

E.3.2.1 Slashing - Subitem A, Girdling - Subitem B, Lop and Scatter - Subitem C, Selective Slashing - Subitem D, Pruning - Subitem E, Fuel Modification Zone Construction Timber Stands - Subitem F, Fuel Modification Zone Woodland/Shrubland - Subitem G, Hand Pile and Cover - Subitem H, Fuels Pullback - Subitem K, Prescribed Burn and Mop-up - Subitems L, M, and N, Additional Mop-Up - Subitems O - Upon acceptance, payment for work will be made at the level of difficulty on the Schedule of Items and at the unit price bid on a per acre basis for the acreage shown on the Schedule of Items. For units accepted which do not meet the minimum quantity required in E.2.2.1, payment will be made at a unit price determined by multiplying the actual inspection percentage by the contract price.

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E.3.2.2 Prescribed Fire Plan Preparation - Subitems I1 and I2 - No separate payment will be made for prescribed fire plans. Payment will be considered subsidiary to other items of work.

E.3.2.3 Fireline Construction and Maintenance- Subitem J- The quantities on the Schedule of Items are estimated. Payment will be made at the level of difficulty identified on the Schedule of Items at the unit price bid on a per linear foot basis for the actual number of linear feet of fireline constructed, maintained and accepted. If requested by the Contractor, fireline construction which precedes the holding/mop-up phases by more than 10 calendar days will be paid for separately.

E.3.2.4 Snag Felling - Subitem P1, and Tractor Operations -Subitem Q1 - The quantities on the Schedule of Items are estimated. Payment will be made at the unit price bid on an hourly basis for the actual number of hours of services ordered and provided.

E.3.2.5 Additional Payment

a. Postburn - No additional payment will be made for fireline construction, holding, or mop-up on slopovers or spot fires when no declaration of escaped fire is made. Furthermore, no additional payment will be made for slopovers, spot fires, or escapes that occur when failure to follow the prescribed fire plan caused or contributed to the slopover, spot fire, or escape.

b. Escaped Fire Suppression When Prescribed Fire Plan Was Followed

1) The Contractor's crew will be paid for escaped fire suppression at the wage rates shown in the current edition of the U.S. Department of Agriculture Pay Plan for Emergency Firefighters, Western Area.

2) The Contractor will be paid for equipment used at the rates specified in Oregon/Washington Fire Fighting Equipment Rental Rates agreed upon by various Federal Agencies.

3) A copy of the above rates will be furnished upon request at the District Office.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 The Contractor shall begin work from the effective date of the Notice to Proceed and shall continue performance of the work under the contract without delay or interruption except for causes beyond his control as defined in the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to prosecute the work during prescribed burning conditions will be a basis for terminating the Contractor's right to proceed in accordance with the Default clause of the contract.

F.2.0 Fireline construction shall be completed within 90 calendar days from effective date of the Notice to Proceed for each task order.

F.3.0 All slashing shall be completed within 90 calendar days from the effective date of the Notice to proceed for each task order.

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F.4.0 Task orders may be placed throughout the contract at the prices listed on the Schedule of Items. The level of difficulty for each subitem of work ordered will be determined by the COR in accordance with the definitions in Section C. Performance time for each task order will be 365 calendar days from the date of the order provided that the units come into prescription, smoke management clearance is granted, and a decision is made by the BLM to allow burning.

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through September 30, 2001.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$ 1,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for single item in excess of \$ 15,000.00;
 - (2) Any order for a combination of items in excess of \$ 50,000.00;

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(3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers,

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fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

(a) Name of subcontractor

(b) Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.8.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

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H.9.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
800 NE Oregon, #32, Suite 1160
Portland, Oregon 97232

Contact: Licensing Unit
Telephone: (503) 731-4074

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H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

H.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.
and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

SECTION I- NEGOTIATED SERVICE CLAUSES

(current through Federal Acquisition Circular 97-22)

*** Asterisked clauses are included in full text.**

52.202-1*	Definitions	(MAR 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.219-6	Notice of Total Small Business Set-Aside	(JUL 1996)

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	(Applicable if so noted on Schedule of Items.)	
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (DEC 1996) (Applicable only if project is set aside for small businesses.)	
52.222-3	Convict Labor (AUG 1996)	
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(JAN 1999)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(MAY 1989)
52.223-6	Drug-Free Workplace	(MAR 2001)
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (SEP 1996) (Applicable if guarantees required. See Schedule of Items.)	
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-5	Insurance-Work on a Government Installation (JAN 1997) (Applicable if DIAR 1452.228-70 is included.)	
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)	
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment (MAY 1997)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)

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52.232-11 Extras	(APR 1984)
52.232-17 Interest	(JUN 1996)
52.232-23 Assignment of Claims	(JAN 1986)
52.232-25* Prompt Payment	(MAR 2001)
52.232-34* Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)
52.233-1* Disputes — Alternate I (DEC 1991)	(DEC 1998)
52.233-3 Protest After Award	(AUG 1996)
52.236-6* Superintendence by the Contractor	(APR 1984)
52.236-7* Permits and Responsibilities	(NOV 1991)
52.242-13 Bankruptcy	(JUL 1995)
52.242-14* Suspension of Work	(APR 1984)
52.243-1* Changes - Fixed-Price (AUG 1987) — Alternate I	(APR 1984)
52.244-6 Subcontracts for Commercial Items and Commercial Components	(MAR 2001)
52.245-4 Government-Furnished Property (Short Form)	(APR 1984)
52.246-25 Limitation of Liability - Services	(FEB 1997)
52.248-1 Value Engineering	(FEB 2000)
52.249-4* Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8* Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2* Clauses Incorporated by Reference	(FEB 1998)
52.253-1 Computer Generated Forms	(JAN 1991)
1452.203-70 Restriction on Endorsements - Department of the Interior	(JUL 1996)
52.216-22* Indefinite Quantity	(OCT 1995)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.

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- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage-Fringe benefits
[See Section J]	[See Section J]

52.228-1 BID GUARANTEE

(SEP 1996)

(Applicable if guarantees required. See Schedule of Items.)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the offer due date and time, may be cause for rejection of the offer.
- (b) The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful offerors as soon as practicable after the receipt of offers; and (2) to the successful offeror upon

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execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

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(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (MAR 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, ... with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

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(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5)(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(b) Contract Financing Payments

(1) Due dates for recurring financing payments. If this contract provides for contract financing, request for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

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OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor’s EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor’s EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor’s request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

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(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).

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- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES — ALTERNATE I (DEC 1991)

(DEC 1998)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
 - (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
 - (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
 - (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the

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Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)

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

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended,

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delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) — ALTERNATE I (APR 1984)

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

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

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

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

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(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below);
or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was

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excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

SECTION I - CONTRACT CLAUSES (Continued)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's right and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2002.

SECTION J - LIST OF ATTACHMENTS

Prescribed Fire Plan - Hand Pile or Swamper Burn

Prescribed Fire Plan - Broadcast or Understory Burn

Prescribed Fire Plan - Round Prairie

Appendix 7

Sample Task Order

Statement of Classification and Wages of Government Employees

Wage Determination and Fringe Benefits

To: Successful Offeror From: Bureau of Land Mgmt. (952)
 Branch of Procurement Mgmt.
 P.O. Box 2965
 Portland, OR 97208

Contract No: Requesting Office: MEDFORD DISTRICT
 Item Number(s): Task Order No: 1
 Solicitation No: Task Order Date: 09/1/97
 Solicitation Date: Modification No:
 Response Due: Modification Date:

ITEM NO.	PROJECT AREA NAME & LOCATION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. <u>Buncom 34-1 38S-2W-34</u>					
1I2	Presc. Fire Plan, Hand Pile Burn & Mop-up	1	EA	Not Separately Priced	
1G3	FMZ Construction	22	AC	\$_____	\$_____
1H3	Hand Pile & Cover	22	AC	\$_____	\$_____
1N3	Hand Pile Burn	22	AC	\$_____	\$_____

1G3 - Conifer and hardwood spacing is 45 feet, prune to 10 feet height, a 1/2 acre no treatment area will be identified with flagging.

2. Buncom 14-1 39S-2W-11,14,15

2I2	Presc. Fire Plan, Hand Pile Burn & Mop-up	1	EA	Not Separately Priced	
2F1	FMZ Construction	47	AC	\$_____	\$_____

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2H2 Hand Pile & Cover	47	AC	\$ _____	\$ _____
2N2 Hand Pile Burn	47	AC	\$ _____	\$ _____

2F1 - Conifer and hardwood spacing is 35 feet, reserve trees are painted and shall be used for spacing, prune to 10 foot height, no girdling is required.

ITEM NO.	PROJECT AREA NAME & LOCATION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
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3. Wolf Gap 1-1 39S-2W-15

3I1 Presc. Fire Plan, Understory Burn & Mop-up		1	EA	Not Separately Priced	
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3J3 Fireline Const. & Mtce.	2000	LF	\$ _____	\$ _____
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3K1 Fuels Pullback	26	AC	\$ _____	\$ _____
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3M3 Presc. Understory Burn & Mop-Up	26	AC	\$ _____	\$ _____
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3K1 - Fuels Pullback will be for pine species, snags and Douglas-fir less than 20 inches dbh.

4. Buncom 2-1 39S-2W-2,11

4I1 Presc. Fire Plan, Understory Burn & Mop-up		1	EA	Not Separately Priced	
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4M1 Presc. Broadcast Burn & Mop-Up	141	AC	\$ _____	\$ _____
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5. Ferris Lane 2-1 38S-4W-20

5C1 Lop and Scatter	25	AC	\$ _____	\$ _____
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6. Hyatt Rehab 1-1 39S-3E-21,28

6E4 Pruning	231	AC	\$ _____	\$ _____
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Appendix 7

ITEM NO.	PROJECT AREA NAME & LOCATION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
7. <u>Bloody Jones 36S-5W-11</u>					
7I2	Presc. Fire Plan, Hand Pile Burn & Mop-up	1	EA	Not Separately Priced	
7D5	Selective Slashing	29	AC	\$_____	\$_____
7H3	Hand Pile & Cover	29	AC	\$_____	\$_____
7N3	Hand Pile Burn	29	AC	\$_____	\$_____

7D5 - Spacing for both hardwoods and conifers shall be 18 feet by 18 feet.

8. Elliot Creek 37S-7W-15

8I2	Presc. Fire Plan, Hand Pile Burn & Mop-up	1	EA	Not Separately Priced	
8A5	Slashing	5	AC	\$_____	\$_____
8B1	Girdling	5	AC	\$_____	\$_____
8H3	Hand Pile & Cover	5	AC	\$_____	\$_____
8N3	Hand Pile Burn	5	AC	\$_____	\$_____

8A5 - Slash tanoak, and conifers with live crown ratio less than 40 percent. For other hardwood tree species, when clumped, slash to leave 3 largest stems: single stems are to be slashed. Shrub species to be included in slashing include huckleberry, manzanita, and ceanothus species. All Dogwood is reserved from slashing. Size of material to be slashed is in accordance with Section C.5.1.3.

ITEM NO.	PROJECT AREA NAME & LOCATION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
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9. Round Prairie 37S-7W-3

9I1	Presc. Fire Plan, Understory Burn & Mop-up	1	EA	Not Separately Priced	
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9J3 Fireline Const. & Mtce.	1800 LF	\$_____	\$_____
9A1 Slashing	10 AC	\$_____	\$_____
9B1 Girdling	10 AC	\$_____	\$_____
9M4 Presc. Understory Burn & Mop-Up	10 AC	\$_____	\$_____

9A1 - Slash only tanoak 1-6 inches DBH, and suppressed conifers 1-4 inches DBH with live crown ration less than 40 percent. For B1, girdle tanoak 6-12 inches DBH only.

Total Task Order No. _____ \$

PERFORMANCE TIME: 365 calendar days from the date of the task order.

ESTIMATED START WORK DATE: September 1, 1997

Accounting and Appropriation Data:

Name and Title of Signer

Name of Contracting Officer

Date

Contracting Officer's Signature Date

Contractor's Signature

FREQUENTLY ASKED QUESTIONS:

FORESTRY WORKERS AND FEDERAL LABOR STANDARDS

Q. What is the federal/state minimum, prevailing wage, MSPA promised wage, and SCA wage and which rate is enforced in forestry work?

- A. The wage rate to be paid for forestry works depends on a variety of factors, including:
- ◆ the nature of the tasks being performed,;
 - ◆ whether or not the employer employs H-2B workers;
 - ◆ where the work is being performed; and,
 - ◆ whether or not the work is performed under contract with a federal agency.

Below is a discussion of various wage rates that may apply in forestry.

Minimum Wage:

The FLSA minimum wage is \$5.15 per hour. This rate must be paid to every worker unless the employer is not covered or the employee is exempt. The rate can be reduced only for 3(m) deductions, i.e. deductions for “board, lodging, or other facilities” under certain circumstances.

The State where the work is being performed may have a minimum wage that is higher than the FLSA minimum and/or place further restrictions on deductions from pay. These stricter State laws must also be obeyed.

Prevailing Wage:

The prevailing wage is a wage established primarily of purposes of employer sponsored immigration programs, such as H-2A and H-2B. In these programs the employer is required to pay no less than the prevailing wage in the occupation and area of employment for each worker employed by that employer.

The method for establishing an H-2B prevailing wage is set out in 20 CFR 656.40. A wage determination issued under the Davis-Bacon Act, the Service Contract Act, or negotiated in a collective bargaining agreement will be deemed the prevailing wage. If none of these wage determinations are present in the task and/or area of employment, a prevailing wage survey conducted according to prescribed methodology must be completed to establish the legally required prevailing wage.

The SCA wage is a rate determined by DOL for federal agency service contracts – such as forestry tasks on federal land. These rates are established through a survey of rates in the general area, or for a specific task to be performed. The SCA wage rate must be paid on any Forest Service or Bureau of Land Management contract or if the SCA wage rate is deemed to be the prevailing wage under an H-2B job order.

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MSPA Promised Wage:

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) covers migrant and seasonal workers engaged in agricultural employment. Forestry workers employed in predominantly manual tasks, including tree planting, brush cleaning, precommercial thinning and forest fire fighting, are covered by MSPA.

MSPA requires that workers be paid all wages owed when due. The wages to be paid are those agreed upon by the employer and workers and disclosed by the employer prior to actual employment. Such agreed upon wages may never be less than the highest legally required wage. Therefore, wages can never be less than the federal or state minimum wage, an applicable prevailing wage, or contract-required SCA wage, as appropriate.

The rate that will be enforced by Wage and Hour depends of the circumstances in each case. If there are no H-2B workers and no SCA contract, the wage will be the higher of the federal or state minimum wage or the MSPA promised wage. If there are any H-2B workers in the crew, the rate for all workers will be the higher of the federal or state minimum wage, the MSPA promised wage, or the prevailing wage (SCA rate where established). With or without H-2B workers, SCA contracts are always governed by the SCA wage rate.

Q. Which prevailing wage will Wage and Hour enforce, the “current wage in effect” or “the one at which a contractor was certified” under an H-2B certification?

A. The prevailing wage rate enforced is the prevailing rate certified for each workplace on the itinerary. Other higher legally required wages, such MSPA promised wage rate, SCA contract, or federal/state minimum wage rate will be enforced according to their own terms irrespective of the rate at the time of certification.

Q. Must forestry workers be paid overtime?

A. Generally, yes. Forestry workers must be paid one and one-half times their regular rate of pay for each hour worked in excess of 40 hours during a workweek. The regular rate is the hourly rate paid or a product of the rate derived from dividing any incentive wages, along with hourly straight time pay, by total hours worked in a given week. Once the parties have agreed upon how a worker will be paid the regular rate is a mathematical fact not subject to re-negotiation. If workers are employed solely on a piece rate basis, the regular rate is figured by dividing total piece rate earnings by the number of hours worked. This product obtained is then the basis for calculating overtime premium pay, presuming that the computed rate at least equals the prevailing wage/state wage/etc., which may otherwise be required. Forestry employers with eight or fewer employees may be exempt from this obligation under FLSA section 13(b)(28).

Q. What deductions are permitted for items/services that are primarily for the benefit of the employer?

Appendix 8

A. If an employer has properly disclosed an intent to charge a worker for “board, lodging or other facilities” (e.g., items which primarily benefit a worker), these charges may be assessed up to the actual cost to the employer – even if such charges reduce a worker’s pay below the federal minimum wage.

Conversely, other non-facilities deductions that cut into any statutorily required minimum rate are illegal. An employer who is legally required to pay a wage higher than the FLSA minimum wage—such as a prevailing wage required under DBRA, SCA, or the H-2A/H-2B programs, or a higher “promised” wage under the MSPA if the deductions are not disclosed—may not take deductions that reduce the employee’s pay below the effective hourly rate required of the employer.

Q. What deductions are permitted in a week in which overtime is owed?

A. Deductions for board, lodging and other facilities are permitted in an overtime week just as in a non-overtime week. Deductions for “non-facilities” may be made in overtime weeks to the same extent they may in non-overtime weeks – so long as the purpose of the deduction is not to evade the FLSA overtime requirements, and the deductions in overtime weeks follow the following guidelines:

1. An agreement or understanding between the employer and the employee must exist before the employee performs any work for the employer. The agreement must be specific concerning the particular items for which deductions will be made and the costs must be fully disclosed. The employee must know the specific type and nature of each and every deduction. The employee must affirmatively agree or assent to the deduction made by the employer. The MSPA requires that every migrant worker have a disclosure—including any deductions—in writing at the time of recruitment while other, seasonal, workers may request the disclosure at the time they are employed.
2. Only “bona fide” deductions are permitted. Any deduction which might evade other Federal, State, local laws or which are otherwise prohibited are not bona fide and may not be made. For example, if OSHA requires that workers be provided hearing protection, without charge to them, while operating a saw, Wage & Hour will not permit deductions for this item. Similarly, if a state wage law does not permit deductions for tools, WH will not allow deductions in that state during an OT week – irrespective of whether the net wage paid exceeded the highest WH-enforced MW. Likewise, any deduction beyond the “reasonable cost” to the employer is not bona fide and thus may not be made – for example, if an item is furnished at a profit to the employer.
3. The employer must determine the regular rate of pay prior to taking a deduction. Presuming the employer and employee have reached a proper agreement to deduct for bona fide items, a deduction may be made for the first 40-hours so long as the

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deductions do not lower the hourly wage below the legally required minimum wage (federal or state minimum wage, SCA, prevailing, or other legally required wage).

4. No deduction is permitted from wages paid for hours over 40 in a workweek. Therefore, any deductions from the premium overtime pay—one and one-half times the regular rate of pay—are unlawful.

Q. Which deductions are for the benefit of the employer?

A. Goods and services that are primarily for the benefit of the worker--the so-called "facilities" -- are defined under FLSA section 3(m). These items include "board, lodging and other similar facilities" -- since the employee must have food, a place to live, and the like. Goods and services that are necessary to the employer carrying out his business operations [tools, recruitment fees, protective clothing, etc.] are primarily for the benefit of the employer and therefore not considered 3(m) facilities. For example, a saw is necessary for precommercial thinning. If an employee does precommercial thinning, the employee is not allowed to bear the cost of the necessary saw if the cost would reduce the wages below the statutory minimum, in a non-overtime week. In an overtime week any deduction for non-facilities would be impermissible, as they would not be bona fide.

Q. How do worker expenses incurred prior to commencement of work for goods or services that are primarily for the benefit of the affect wages in the first week?

A. Expenses incurred by a worker can not bring the first week's wage below the statutorily required minimum. This would be an illegal deduction. For example, if a worker pays (or incurs an obligation to pay) a \$700 recruitment fee deemed primarily for the benefit of the employer and the worker earns only the applicable minimum wage during the first week, the entire \$700 must be repaid to the worker(s) in the first paycheck.

Q. How are the hours worked computed -- when does the day start and end, are short breaks compensated, etc.

A. Hours of work do not include bona fide meal periods if the worker is freed of all duties for at least 30 minutes. Shorter breaks—to rest, use the toilet, drink water, etc.-- may not be deducted from an employee's hours of work.

Several factors must be considered to determine the beginning and ending of compensable time. Generally, the day commences at the point in time at which the worker first engages in compensable activity and ends at the point in the day when the compensable activity cease. For instance, if a tree planter goes to a pick-up point early in the morning to obtain trees, that worker's day commences when he started securing or loading the trees and would continue until planting and related activity ceased for the day. Waiting to be transported back to the labor camp may be compensable time under certain

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limited circumstances. Compensable time would include the time driving from a pick up point to the planting site. Guidance on hours of work is contained in CFR Part 785 (Interpretive Bulletin on Hours Worked Under the Fair Labor Standards Act).

Q. Must forestry employers comply with the OSHA field sanitation requirements?

A. Yes. Drinking water, toilets, and handwashing facilities must be provided to forestry workers engaged in hand labor operations if the employer employed 11 or more workers in hand-labor operations on any day during the preceding 12 calendar months. Fresh, potable drinking water must be provided in adequate quantities at each worksite. Toilets and handwashing facilities must be provided in the ratio of one facility for each 20 workers (or fraction thereof). The toilet and handwashing facilities must be no more than one-quarter mile from the workers **or at the point of the nearest vehicular access to the worksite.** Workers may not be charged for use of toilets, handwashing facilities, or drinking water.

Appendix 9

Outreach Plan

Background: The National Fire Plan, which implements Public Law 106-391, contemplates a dramatic increase in the amount of fuels reduction and fuels management work to improve the ability of the land to withstand catastrophic fire. Much of the work is targeted for completion by contract. While fuels management by contract has grown over the last ten years, it is expected that there is a need to foster growth in the number of contractors available. A primary focus of the law is to foster awards to firms that will hire locally. Although “local” is undefined, managers and contracting personnel will stress sealed bid awards to firms that are in closer proximity to project work and best value awards to firms that commit to specific plans to hire local workers.

Purpose: The objectives of this plan are 1) to locate firms that are not currently active in bidding or proposing on Government procurements for fuels management contracts, 2) introduce them to the benefits of contracting for this work for the Government, and 3) arrange the program to encourage continued participation by firms that are currently offer on fuels management contracts.

Suggested Techniques to Locate and Develop Firms

1. Share **bidders lists** among federal agencies, and seek out similar lists maintained by State and private organizations that conduct similar work, such as commercial timber companies.
2. Contact **nonprofit organizations** such as local worker training development groups that work toward local employment. Refer the organizations to the U.S. Department of Labor for possible use of the Job Training Partnership Act (JTPA) to fund payments to trainees.
3. Advertise and conduct **workshops** for potentially interested firms. Invite the leadership and membership of reforestation contractors associations and loggers associations to workshops. Include on the agenda technical specialists that can describe work techniques, site visits to on-going contract work, and contract personnel to explain the bidding process.
4. Contact the **Small Business Administration** for assistance in locating small businesses and providing guidance on bidding on Government contracts. Examine the list of eligible firms in SBA's 8(a) program and firms registered as Historically Underutilized Business (HubZone) firms for potential candidates.
5. Contact local **State fire protection associations and rural fire districts** for their interest in conducting fuels reduction, possibly in rural interface areas.
6. Investigate **community colleges and universities** for any programs they have, or may be interested in, to utilize or develop a curriculum to train workers or potential bidders on fuels management opportunities.
7. Contact local **Job Corps** for programs or ideas on program development.

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8. Work with **watershed councils or associations** for participation by their member organizations.
9. Examine agency emergency **service and supply plans** for companies that are available for emergency fire suppression and which may also be interested in project work.
10. To keep active contractors in the program, develop contracts that **provide work at various time of the year**, such as prescribed fire work in spring and fall, thinning and slashing in the winter, and emergency fire suppression in the summer.
11. Insert a clause that permits **other land management agencies** the ability to place orders, giving firms more flexibility to work on different ownerships that frequently have somewhat differing work seasons or elevations.
12. On best value awards, include an evaluation criterion that targets a **company's commitment to hire locally** for contract work.
13. Make some awards **multiple year** to provide for a more stable longer-term employment potential and to encourage lower pricing for a longer contract, allowing for offerors to propose an escalation factor for succeeding years.

Appendix 10

Pacific Northwest Wildfire Coordinating Group

MEMORANDUM OF UNDERSTANDING BETWEEN

FIREFIGHTING CONTRACTOR ASSOCIATION AND

PACIFIC NORTHWEST WILDFIRE COORDINATING GROUP

I. PURPOSE

The Pacific Northwest Wildfire Coordinating Group (PNWCG), through its Training Committee, has broad responsibility for coordination of firefighting resources within the Pacific Northwest Geographic Area including oversight of training and managing and providing certified wildland fire training for member agencies. The PNWCG believes that to provide the highest level of safety and productivity, all resources utilized on fire suppression incidents within the Pacific Northwest must meet or exceed all training, experience, and physical fitness standards identified in the NWCG Wildland Fire Qualification Subsystem Guide (PMS 310-1). Firefighting Contractor Associations desire to offer NWCG wildfire training to non-agency personnel.

WHEREAS, PNWCG will only recognize Firefighting Contractor Association's trainees or instructors when formal agreements are in place.

WHEREAS, PNWCG will only recognize NWCG courses that have covered all course objectives and included all of the prescribed course material and has been presented by an instructor that meets PNWCG instructor qualifications.

WHEREAS, FIREFIGHTER CONTRACTOR ASSOCIATIONS have individuals who may meet or exceed the PNWCG instructor qualifications.

THEREFORE, the PNWCG will recognize and accept the training provided by a Firefighting Contractor Association when all of the provisions of this agreement are met. This agreement will only authorize I-100 and I-200 and S-100 level through S-200 level NWCG fire training courses.

II. AUTHORITY

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as MOU, is made and entered into by and between the _____ (FIREFIGHTER CONTRACTOR ASSOCIATION) hereinafter referred to as _____, and the PACIFIC NORTHWEST WILDFIRE COORDINATING GROUP, hereinafter referred to as the PNWCG, under provision of the charters and/or other authorities of each organization.

Appendix 10

Additional authorities are contained in the following citations:

ORS 407.406(1)	
ORS 526.046	
ORS 341.665	
ORS 342.445	
RCW 76.04.015	
16 USC 661-667e	F&WS Coordination Act
16 USC 742a-742j	The Fish and Wildlife Act
31 USC 6305	Intergovernmental Cooperation Act
31 USC 1535	Economy Act
16 USC 1-1A	NPS Organic Act

III. RESPONSIBILITIES

A. PNWCG agrees to:

1. Meet or exceed the guidelines contained in the NWCG position paper on Training, Qualifications, and Certification for non-NWCG entities approved by the NWCG Training Working Team, on January 12, 1994.
2. Provide PNWCG instructor qualification requirements for wildland fire training courses, Appendix A.
3. Identify to _____ the source for obtaining training materials and other supporting materials necessary to meet the provisions of this MOU.
4. Monitor the quality of the training provided and records maintained by _____ certified instructors to verify that the training and records are in compliance with the established standards.
5. Recognize _____ Certificates of Course Completion issued to students graduating from courses presented under this MOU.
6. Monitor the instructor certification records maintained by _____ to verify that the records are in compliance with the established standards.
7. Recognize _____ instructors who have been certified in accordance with PNWCG standards and this MOU.

B. PNWCG will not:

1. Qualify or certify any _____ or its members' instructors or students.
2. Authorize _____ to use any federal or state shield or insignia unless a license for such use is obtained in advance.
3. Authorize _____ to use NWCG Certificates of Course Completion for any training conducted. PNWCG may request NWCG certificates that are issued without authorization to be reissued on appropriate forms.

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- C. The _____ agrees to:
1. Provide wildland firefighter training that meets or exceeds PNWCG standards for course content and objectives. Course materials may be augmented with appropriate related materials and/or information, but required course material shall not be substituted with non-standard materials or information.
 - a. Supply course/student training and evaluation materials.
 - b. Maintain student records on individuals successfully completing courses presented under this MOU. As a minimum, these records should contain the following: course title, hours of instruction, location, and dates; instructor(s) name(s), level of instructor certification, and company affiliation; and trainee name.
 - c. Provide PNWCG written notification of course dates, time schedule, location, and Lead Instructor for all S-130, S-190, and S-290 course sponsored by _____, or its membership. Such notification shall be provided at least seven (7) calendar days in advance of the course starting date. When courses must be scheduled to meet emergency training needs, this seven (7) day notification may be waived by the PNWCG's MOU representative. Requests for waiver may be made by phone call or fax. Waivers granted under such emergency requests will not be reduced below 48 hours. Notification of annual refresher training, while encouraged, is not required.
 - d. Provide PNWCG or its representatives access to student records upon request of PNWCG or its representatives.
 - e. Use only instructors who meet PNWCG instructor standards identified in Appendix A. Bilingual interpreters, if used, will either meet PNWCG instructor standards or will be paired with a qualified instructor. "Paired with" means that a qualified instructor shall be present in the classroom or field exercise at all times instruction is presented by a bilingual interpreter who is not instructor certified.
 - f. Certify Position Taskbook task completion for tasks accomplished during training courses and field exercises in accordance with the Taskbook Administrators Guide, PMS 330-1, (Appendix B).
 - g. Issue to individuals successfully completing the training presented, Certificates of Course Completion with Association's logo and name, that are signed by the Lead Instructor. Member companies may add their logo and/or name to the Association's certificate.
 2. Verify instructor records to ensure that instructors meet or exceed PNWCG instructor qualifications listed in Appendix A.
 - a. Maintain qualification records on all Unit and Lead Instructors certified by _____ to instruct courses sponsored by _____ or its membership. These records must contain documentation necessary to verify the instructor meets the requirements in Appendix A for the courses and level of instructor qualifications.
 - b. Provide PNWCG a current list of instructors certified by _____ that shows their level of qualification (Unit Instructor and/or Lead Instructor) for each of the courses, for which they are qualified, that are covered by this MOU. The list shall give their full name, company affiliation and an example of their legal signature. As instructors are added or certifications change, a new list shall be provided to PNWCG.
 - c. Provide PNWCG or its representatives access to instructor records upon request of PNWCG or its representatives.

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3. Assure that a minimum of one qualified Lead Instructor is present to ensure the delivery of each course presented by _____ or its membership meets or exceeds the standards for instructional objectives contained in each course package. This Lead Instructor should also perform other normal Lead Instructor responsibilities to include: screen students to ensure they meet all prerequisites (training and experience) to attend training course; evaluate and recommend certification of unit instructors; hold cadre meeting as necessary; assure unit and final exams are administered properly identified in PMS 907, Course Coordinator's Guide.
4. Monitor the quality of the training provided and records maintained by their certified instructors to verify that the training and records are in compliance with the established standards.
5. Provide PNWCG with a written document outlining the processes and provisions used by _____ to certify and qualify instructors, Single Resource Bosses, Advanced Firefighters, and Firefighters, for their membership.

D. PNWCG and _____ mutually agree that:

1. We will meet annually, prior to December 1, to review this MOU and that the MOU may be revised as necessary during that meeting or by the issuance of a written amendment signed and dated by all parties.
2. Either party may terminate this agreement by providing a 60-day written notice, except as provided in number 3 below.
3. Failure by _____ or its membership or its recognized instructors to meet the requirements of this MOU will result in PNWCG not recognizing any students graduating from below-standard courses and may result in PNWCG suspending this MOU until the deficiency/deficiencies are corrected. A suspension will cause _____ and its recognized instructors to be ineligible to meet the applicable sections of the current Interagency Firefighting Crew Agreement and Interagency Engine/Tender Request for Quotations for the period of the suspension.
 - a. PNWCG will give written notice to _____ when a failure to comply with the provisions of this MOU is discovered and verified through an appropriate investigation of the facts.
 - b. The written notification will provide the detailed findings of non-compliance or sub-standard training; will identify the Lead Instructor involved (if any), and _____ member company involved (if any); and recommended corrective action necessary and time frame for _____ to have the suspension removed.

IV. DESIGNATED REPRESENTATIVES

A. The PNWCG representative to contact for questions or issues arising out of this MOU is:

Ed Daniels	Phone: (503) 945-7437
Wildfire Training Coordinator	FAX: (503) 945-7454
Oregon Department of Forestry	
2600 State Street, Salem, OR 97310	

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B. The _____ representative to contact for questions or issues arising out of this MOU is:

(NAME)	(Phone)
(TITLE)	(FAX #)
(ASSN.)	(Pager)
(ADDRESS)	(Cell #)

V. EFFECTIVE DATE

In WITNESS WHEREOF, the parties hereto have executed this MOU as of the date last below written.

Representing: _____ Date _____

(Name)

(Signature)

Representing: Pacific Northwest Wildfire Coordination Group _____
Date _____

(Name)

(Signature)

PNWCG Instructor Qualification Requirements

Unit Instructor: S-130 (1995), Firefighter Training; S-190, Introduction to
(Level 2) Wildland Fire Behavior (1994); Your Fire Shelter (1995)

Required Instructional Training: Minimum required by the institution or association.

Required Position Qualification: FFT1

Required Experience: Demonstrated ability to present a prepared lesson plan.

Satisfactory performance as an Advanced Firefighter/Squad Boss (FFT1) on a minimum of three wildfire incidents.

Lead Instructor: S-130 (1995), Firefighter Training; S-190, Introduction to
(Level 1) Wildland Fire Behavior (1994); Your Fire Shelter (1995)

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Required Instructional Training:	Minimum required by the institution or association.
Required Position Qualification:	CRWB (18 person crew) or ENGB
Required Experience:	Experience in presenting all units of S-130, S-190, Standards for Survival, and Your Fire Shelter. Satisfactory performance as a CRWB or ENGB on a minimum of three wildfire incidents.
Unit Instructor: (Level 2)	S-290, Intermediate Wildland Fire Behavior
Required Instructional Training:	To instruct Units 1, 6, 7, 8, or 12 - Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent is highly recommended.
Other Required Training:	To instruct Units 2, 3, 4, 5, 9, 10, or 11 - S-490 or equivalent. *
Required Position Qualification:	CRWB (18 person crew) or ENGB
Required Experience:	Satisfactory performance as a Lead Instructor for S-130, S-190, Standards for Survival, and Your Fire Shelter. Satisfactory performance as a CRWB or ENGB on a minimum of five Type III, II or I wildfire incidents.

* It is recommended that a Fire Weather Forecaster or Meteorologist be used as a Unit Instructor for Units 2, 3, 4, 5, and 9.

Lead Instructor: (Level 1)	S-290, Intermediate Wildland Fire Behavior
Required Instructional Training:	Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent.
Other Required Training:	S-490 or equivalent.
Required Position Qualification:	Task Force Leader or Strike Team Leader or Fire Behavior Analyst.
Required Experience:	Satisfactory performance as a Unit Instructor for S-290, Experience in presenting all units of S-290; ** Satisfactory performance as a Task Force Leader or Strike Team Leader or

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Fire Behavior Analyst on a minimum of five Type III, II or I wildfire incidents.

** If Units 2, 3, 4, 5, and 9 are being presented by a Fire Weather Forecaster or Meteorologist then the Lead Instructor need not have experience in presenting these units.

Course Administrator: I-100, Introduction to The Incident Command System

Required Instructional Training: Minimum required by the institution or association.

Other Required Training: I-100 or old I-220.

Required Position Qualification: Single Resource Boss (Crew, Engine, Dozer, etc.) or other ICS Manager level position.

Required Experience: Very familiar with the content of module 1, ICS Orientation.

Satisfactory performance as a Single Resource Boss (CRWB, ENGB, FELB, DOZB) or other ICS Manager level position.

Unit Instructor: I-200, Basic Incident Command System
(Level 2)

Required Instructional Training: Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent is highly recommended.

Other Required Training: I-200 or old I-220.

Required Position Qualification: CRWB (18 person crew) or ENGB or other ICS Manager level position.

Required Experience: Demonstrated ability to present a prepared lesson plan.

Very familiar with the content of modules 2-6.

Satisfactory performance as a CRWB or ENGB or other ICS Manager level position on a minimum of three Type III, II or I wildfire incidents.

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Lead Instructor: (Level 1)	I-200, Basic Incident Command System
Required Instructional Training:	Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent.
Required Position Unit Leader level position in either the Planning or Logistics	Task Force Leader or Strike Team Leader or other ICS Qualification: Sections.
Required Experience:	Experience in presenting all modules 2-6 of the I-200 curriculum. Satisfactory performance as a Task Force Leader or Strike Team Leader or other ICS Unit Leader level position in either the Planning or Logistics Sections on a minimum of five Type III, II or I wildfire incidents.
Unit Instructor: (Level 2)	S-200, Initial Attack Incident Commander
Required Instructional Training:	Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent is highly recommended.
Required Position Qualification:	Type 4 Incident Commander
Required Experience:	Satisfactory performance as a Lead Instructor for 100-level skill or ICS courses. Satisfactory performance as an ICT4 on a minimum of three wildfire incidents.

Lead Instructor: (Level 1)	S-200, Initial Attack Incident Commander
Required Instructional Training:	Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent.
Required Position Qualification:	Type 3 Incident Commander.

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Required Experience:	Experience in presenting all units of S-200. Satisfactory performance as an ICT3 on a minimum of three wildfire incidents.
Unit Instructor: (Level 2)	S-205, Fire Operations in the Urban Interface
Required Instructional Training:	Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent is highly recommended.
Required Position Qualification:	Type 4 Incident Commander or Company Officer.
Other Requirements:	The selected cadre must include representatives from both structure and wildland firefighting disciplines.
Required Experience:	Satisfactory performance as a Lead Instructor for 100-level skill or ICS courses. Satisfactory performance as an ICT4 or Company Officer on a minimum of three urban interface incidents and who is knowledgeable in the types of interface fire problems that are typically encountered by the trainee target group.
<hr/>	
Lead Instructor: (Level 1)	S-205, Fire Operations in the Urban Interface
Required Instructional Training:	Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent.
Required Position Qualification:	Type 3 Incident Commander or Div./Gp. Supv (wildfire) or Company Commander (structural).
Required Experience:	Experience as a Unit Instructor in presenting all units of S-205. Satisfactory performance as an ICT3 or DIVS or Company Commander on a minimum of three urban interface incidents and who is knowledgeable in the types of interface fire problems that are typically encountered by the trainee target group.
Unit Instructor: (Level 2)	S-211, Portable Pumps & Water Use; S-212, Power Saws

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Required Instructional Training:	Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent is highly recommended.
Required Position Qualification:	CRWB (18 person crew) or ENGB (FELB ok for S-212)
Required Experience:	Satisfactory performance as a Lead Instructor for 100-level skill or ICS courses. Satisfactory performance as a CRWB or ENGB on a minimum of three Type III, II or I wildfire incidents.
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Lead Instructor: (Level 1)	S-211, Portable Pumps & Water Use; S-212, Power Saws
Required Instructional Training:	Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent.
Required Position Qualification:	CRWB (18 person crew) or ENGB (FELB ok for S-212)
Required Experience:	Experience as a Unit Instructor in presenting all units of the course being presented (S-211, S-212). Satisfactory performance as a CRWB, ENGB, or FELB on a minimum of three wildfire incidents.
Unit Instructor: (Level 2)	S-230, Single Resource Boss - Crew
Required Instructional Training:	Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course (M-410) or equivalent is highly recommended.
Required Position Qualification:	CRWB (18 person crew)
Required Experience:	Satisfactory performance as a Lead Instructor for 100-level skill or ICS courses.

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Satisfactory performance as a CRWB on a minimum of three Type III, II or I wildfire incidents.

Lead Instructor:
(Level 1) S-230, Single Resource Boss - Crew

Required Instructional
Training: Completion of the 32 hour Facilitative Instructor course
(M-410) or equivalent.

Required Position
Qualification: Task Force Leader or Strike Team Leader.

Required Experience:
230. Experience as a Unit Instructor in presenting all units of S-

Satisfactory performance as a Task Force Leader or Strike Team Leader on a minimum of three wildfire incidents.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**PUBLIC TRAINING PROVIDER
AND**

**THE PACIFIC NORTHWEST WILDFIRE COORDINATION GROUP
AND**

AREA TRAINING COMMITTEE

I. PURPOSE

The Pacific Northwest Wildfire Coordinating Group (PNWCG), through its Training Working Team (TWT), is responsible for managing and providing certified wildland fire training for member agencies. Public Training Providers desire to offer training for wildland fire qualifications and the PNWCG desires to make use of the Public Training Providers' expertise and facilities.

WHEREAS, PNWCG will not recognize or certify Public Training Providers' trainees or instructors except where formal agreements are in place.

WHEREAS, PNWCG will not authorize Public Training Providers to issue National Wildfire Coordinating Group (NWCG) Certificates of Course Completion unless a Memorandum of Understanding exists between PNWCG and the Training Provider.

WHEREAS, PNWCG will not recognize any NWCG course that has not presented all of the prescribed course material and/or had been presented by an instructor that does not meet minimum PNWCG instructor qualifications.

WHEREAS, NWCG encourages member agencies, at the local level, to assist educational institutions in an advisory and support capacity, establishing or guiding wildland fire training programs consistent with applicable laws, regulations and policies to include both classroom and field performance-based training.

WHEREAS, Memorandums of Understanding (MOUs) to formalize training, advisory and support arrangements between PNWCG members and Public Training Providers is highly recommended.

THEREFORE, PNWCG and the Public Training Providers propose to form a partnership to accomplish delivery of S-100 through S-200-level fire training courses; S-300, S-330, S-336, S-339, and S-390; and I-100, I-200, I-300, and I-400 courses.

II. AUTHORITIES

- ORS 407.406 (1)
- ORS 526.046
- ORS 341.665
- ORS 342.445
- RCW 76.04.015
- 16 USC 661-667e F&WS Coordination Act
- 16 USC 742a-742j The Fish & Wildlife Act
- 31 USC 6305 Intergovernmental Cooperation Act
- 31 USC 1535 Economy Act
- 16 USC 1-1A NPS Organic Act

III. RESPONSIBILITIES

A. The PNWCG agrees to:

1. Provide PNWCG instructor qualification requirements for wildland fire training courses. See Appendix A.
2. Recognize that the Public Training Provider meets PNWCG standards.
3. Authorize the Public Training Provider to issue NWCG Certificates of Course Completion to students graduating from courses that are on the annual operating plan.
4. Monitor the quality of the training provided by the Public Training Provider.
5. Identify to the Public Training Provider the source to obtain training materials.
6. Identify a process for the Public Training Provider to petition for offering courses not specifically listed in this MOU. See Appendix B.

B. The Public Training Provider agrees to:

1. Meet annually with the PNWCG Area Training Committee to establish an annual operating plan.
2. Provide coordination of wildland fire training courses that meet PNWCG standards.

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- a. Furnish training space and facilities.
 - b. Provide training and evaluation materials.
 - c. Conduct registration and maintain student records.
 - d. Provide notification of classes.
 - e. Certify Position Task Book task completion for tasks accomplished during training courses and/or field exercises in accordance with the Task Book Administrator's Guide, PMS 330-1.
 - f. Regulate class size.
3. Screen instructors to ensure that they meet or exceed minimum PNWCG Instructor Qualifications Requirements listed in Appendix A.
 4. Screen students to ensure that they meet all of the prerequisites (training and experience) to attend the course.
 5. Establish an Advisory Committee that has a minimum of one representative from a local wildland agency to guide wildland fire training programs offered by the Public Training Provider.
 6. Submit non-covered course petitions to the PNWCG TWT for consideration and approval in accordance with the process outlined in Appendix B.
- C. The Area Training Committee agrees to:
1. Meet annually with the Public Training Provider to establish an annual operating plan.
 2. Provide, as available, qualified cadres to the Public Training Provider.
 3. Monitor the quality of the training provided by the Public Training Provider.
 4. Review non-covered course petitions submitted by the Public Training Provider and make recommendations to the TWT.
- D. PNWCG, the _____ Area Training Committee and the _____ Public Training Provider mutually agree to:
1. Meet annually to establish an annual operating plan. The PNWCG agrees to send a representative to these meetings.

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2. Provide training that meets PNWCG standards for wildland fire training contained in Wildland Fire Qualifications Subsystem Guide, PMS 310-I
3. Adopt PNWCG instructor standards.
4. Meet annually to review this MOU and that the MOU may be revised as necessary during that meeting or by the issuance of a written amendment signed and dated by all parties.
5. Either party may terminate this agreement by providing a 60-day written notice to the other party.

Representing _____

(PRINT NAME)

(SIGNATURE)

DATE

Representing PNWCG:

(PRINT NAME)

(SIGNATURE)

DATE

Representing Area Training Committee:

(PRINT NAME)

(SIGNATURE)

DATE

Appendix 11

PNWCG Instructor Qualification Requirements

Unit Instructor:
(Level 2) **S-130 (1995), FIREFIGHTER TRAINING; S-190,
INTRODUCTION TO WILDLAND FIRE BEHAVIOR (1994); YOUR
FIRE SHELTER (1995)**

Required Instructional Minimum required by the institution or association.
Training:

Required Position FFT1
Qualification:

Required Experience: Demonstrated ability to present a prepared lesson plan.

Satisfactory performance as an Advanced Firefighter/Squad Boss
(FFT1) on a minimum of three wildfire incidents.

Lead Instructor:
(Level 1) **S-130 (1995), FIREFIGHTER TRAINING; S-190,
INTRODUCTION TO WILDLAND FIRE BEHAVIOR (1994); YOUR
FIRE SHELTER (1995)**

Required Instructional Minimum required by the institution or association.
Training:

Required Position CRWB (18 person crew) or ENGB
Qualification:

Required Experience: Experience in presenting all units of S-130, S-190, Standards
for Survival, and Your Fire Shelter.

Satisfactory performance as a CRWB or ENGB on a minimum of
three wildfire incidents.

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Unit Instructor: **S-290, INTERMEDIATE WILDLAND FIRE BEHAVIOR**
(Level 2)

Required Instructional Training: To instruct Units 1, 6, 7, 8, or 12 - Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course or equivalent is highly recommended.

Other Required Training: S-490 to instruct Units 2, 3, 4, 5, 9, 10, or 11. *

Required Position Qualification: CRWB (18 person crew) or ENGB

Required Experience: Satisfactory performance as a Lead Instructor for S-130, S-190, Standards for Survival, and Your Fire Shelter.
Satisfactory performance as a CRWB or ENGB on a minimum of three wildfire incidents.

* It is recommended that a Fire Weather Forecaster or Meteorologist be used as a Unit Instructor for Units 2, 3, 4, 5, and 9.

Lead Instructor: **S-290, INTERMEDIATE WILDLAND FIRE BEHAVIOR**
(Level 1)

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Other Required Training: S-490.

Required Position Qualification: Task Force Leader or Strike Team Leader or Fire Behavior Analyst.

Required Experience: Satisfactory performance as a Unit Instructor for S-290,

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Experience in presenting all units of S-290; **
Satisfactory performance as a Task Force Leader or Strike Team
Leader or Fire Behavior Analyst on a minimum of three wildfire
incidents.

** If Units 2, 3, 4, 5, and 9 are being presented by a Fire Weather Forecaster or
Meteorologist then the Lead Instructor need not have experience in presenting these units.

Course Administrator: **I-100, INTRODUCTION TO THE INCIDENT COMMAND
SYSTEM**

Required Instructional
Training: Minimum required by the institution or association.

Other Required Training: I-100 or old I-220.

Required Position
Qualification: Single Resource Boss (Crew, Engine, Dozer, etc.) or other ICS
Manager level position.

Required Experience: Very familiar with the content of module 1, ICS Orientation.

Satisfactory performance as a Single Resource Boss (CRWB,
ENGB, FELB, DOZB) or other ICS Manager-level position.

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Unit Instructor: **I-200, BASIC INCIDENT COMMAND SYSTEM**
(Level 2)

Required Instructional Training: Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course or equivalent is highly recommended.

Other Required Training: I-200 or old I-220.

Required Position Qualification: CRWB (18 person crew) or ENGB or other ICS Manager level position.

Required Experience: Demonstrated ability to present a prepared lesson plan.

Is very familiar with the content of modules 2-6.

Satisfactory performance as a CRWB or ENGB or other ICS Manager level position on a minimum of three incidents.

Lead Instructor: **I-200, BASIC INCIDENT COMMAND SYSTEM**
(Level 1)

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Task Force Leader or Strike Team Leader or other ICS Unit Leader level position in either the Planning or Logistics Sections.

Required Experience: Experience in presenting all modules 2-6 of the I-200 curriculum.

Satisfactory performance as a Task Force Leader or Strike Team Leader or other ICS Unit Leader position in either the Planning or Logistics Sections on a minimum of three incidents.

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Unit Instructor:
(Level 2) **S-200, INITIAL ATTACK INCIDENT COMMANDER**

Required Instructional Minimum required by the institution or association.
Training: Completion of the 32 hour Facilitative Instructor course
or equivalent is highly recommended.

Required Position Type 4 Incident Commander
Qualification:

Required Experience: Satisfactory performance as a Lead Instructor for 100-level
skill or ICS courses.

Satisfactory performance as an ICT4 on a minimum of three wildfire
incidents.

Lead Instructor:
(Level 1) **S-200, INITIAL ATTACK INCIDENT COMMANDER**

Required Instructional Completion of the 32 hour Facilitative Instructor course
Training: or equivalent.

Required Position Type 3 Incident Commander.
Qualification:

Required Experience: Experience in presenting all units of S-200.

Satisfactory performance as an ICT3 on a minimum of three wildfire
incidents.

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Unit Instructor:
(Level 2) **S-205, FIRE OPERATIONS IN THE URBAN INTERFACE**

Required Instructional Training: Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course or equivalent is highly recommended.

Required Position Qualification: Type 4 Incident Commander or Company Officer.

Other Requirements: The selected cadre must include representatives from both structural and wildland firefighting disciplines.

Required Experience: Satisfactory performance as a Lead Instructor for 100-level Skill or ICS courses.

Satisfactory performance as an ICT4 or Company Officer on a minimum of three urban interface incidents and have personal knowledge of the types of interface fire problems that typically are encountered by the trainee target group.

Lead Instructor:
(Level 1) **S-205, FIRE OPERATIONS IN THE URBAN INTERFACE**

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Type 3 Incident Commander or Div./Gp. Supv (wildfire) or Battalion Chief (structural).

Required Experience: Experience as a Unit Instructor in presenting all units of S-205.

Satisfactory performance as an ICT3 or DIVS or Battalion Chief on a minimum of three urban interface incidents and have personal knowledge of the types of interface fire problems that typically are encountered by the trainee target group.

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Unit Instructor: (Level 2)	S-211, PORTABLE PUMPS & WATER USE; S-212, POWER SAWS
Required Instructional Training:	Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course or equivalent is highly recommended.
Required Position Qualification:	Advanced Firefighter for S-211. Advanced Firefighter <u>AND</u> a fully qualified power saw operator for S-212.
Required Experience:	Satisfactory performance as a Unit Instructor for 100-level skill or ICS courses. Satisfactory performance as an FFT1 on a minimum of three wildfire incidents <u>AND</u> (for S-212) demonstrated performance on safe power saw operation on wildfire incidents.
<hr/>	
Lead Instructor: (Level 1)	S-211, PORTABLE PUMPS & WATER USE; S-212, POWER SAWS
Required Instructional Training:	Completion of the 32 hour Facilitative Instructor course or equivalent.
Required Position Qualification:	CRWB (18 person crew) or ENGB for S-211. CRWB, or ENGB, or FELB <u>AND</u> a fully qualified power saw operator for S-212.
Required Experience:	Experience as a Unit Instructor in presenting all units of the course being presented (S-211, or S-212). Satisfactory performance as a CRWB or ENGB or FELB on a minimum of three wildfire incidents <u>AND</u> (for S-212) demonstrated performance on safe power saw operation on wildfire incidents.

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Unit Instructor:
(Level 2) **S-230, SINGLE RESOURCE BOSS - CREW**

Required Instructional Training: Minimum required by the institution or association. Completion of the 32 hour Facilitative Instructor course or equivalent is highly recommended.

Required Position Qualification: CRWB (18 person crew)

Required Experience: Satisfactory performance as a Lead Instructor for 100-level skill or ICS courses.

Satisfactory performance as a CRWB on a minimum of three wildfire incidents.

Lead Instructor:
(Level 1) **S-230, SINGLE RESOURCE BOSS - CREW**

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Task Force Leader or Strike Team Leader.

Required Experience: Experience as a Unit Instructor in presenting all units of S-230.

Satisfactory performance as a Task Force Leader or Strike Team Leader on a minimum of three wildfire incidents.

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Unit Instructor: **I-300, INTERMEDIATE INCIDENT COMMAND SYSTEM**
(Level 2)

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Other Required Training: I-300.

Required Position Qualification: Supervisor-level position in the Operations Section or other ICS Unit Leader-level position in either the Planning or Logistics Sections.

Required Experience: Is very familiar with the content of modules 7-11 of the I-300 curriculum.

Satisfactory performance as a Supervisor in the Operations Section or Unit Leader in either the Planning or Logistics Sections on incidents.

Lead Instructor: **I-300, INTERMEDIATE INCIDENT COMMAND SYSTEM**
(Level 1)

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Other Required Training: I-300.

Required Position Qualification: Branch Director or any Type 2 Command and General Staff position.

Required Experience: Experience in presenting modules 7-11 of the I-300 curriculum.

Satisfactory performance as a Branch Director or Type 2 Command or General Staff position on incidents.

Unit Instructor: **I-400, ADVANCED INCIDENT COMMAND SYSTEM**
(Level 2)

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course

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Training: or equivalent.

Other Required Training: I-400.

Required Position Qualification: Branch Director or any Type 2 Command and General Staff position.

Required Experience: Is very familiar with the content of modules 12-15 of the I-400 curriculum.

Satisfactory performance as a Branch Director or Type 2 Command or General Staff position on incidents.

Lead Instructor: **I-400, ADVANCED INCIDENT COMMAND SYSTEM**
(Level 1)

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Other Required Training: I-400.

Required Position Qualification: Any Type 2 Command or General Staff position.

Required Experience: Experience in presenting modules 12-15 of the I-400 curriculum.

Satisfactory performance in any Type 1 Command or General Staff position on incidents.

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Unit Instructor: **S-300, INCIDENT COMMANDER, MULTIPLE RESOURCE, (Level 2)**
EXTENDED ATTACK

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Type 3 Incident Commander or Task Force/Strike Team Leader.

Required Experience: Satisfactory performance as a Lead Instructor for 200-level Skill or ICS courses.

Satisfactory performance as an ICT3 or TFLD or any Strike Team Leader on wildfire incidents.

Lead Instructor: **S-300, INCIDENT COMMANDER, MULTIPLE RESOURCE, (Level 1)**
EXTENDED ATTACK

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Division/Group Supervisor.

Required Experience: Experience in presenting all units of S-300.

Satisfactory performance as an DIVS on wildfire incidents.

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Unit Instructor:
(Level 2) **S-330, TASK FORCE/STRIKE TEAM LEADER**

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Task Force Leader or any Strike Team Leader

Required Experience: Satisfactory performance as a Lead Instructor for 200-level Skill or ICS courses.

Satisfactory performance as a Task Force/Strike Team Leader on wildfire incidents.

Lead Instructor:
(Level 1) **S-330, TASK FORCE/STRIKE TEAM LEADER**

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Division/Group Supervisor

Required Experience: Experience as a Unit Instructor in presenting all units of S-330.

Satisfactory performance as a Division/Group Supervisor on wildfire incidents.

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Unit Instructor:
(Level 2) **S-336, FIRE SUPPRESSION TACTICS**

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Task Force Leader or any Strike Team Leader

Required Experience: Satisfactory performance as a Lead Instructor for 200-level Skill or ICS courses.

Satisfactory performance as a Task Force/Strike Team Leader on wildfire incidents.

Lead Instructor:
(Level 1) **S-336, FIRE SUPPRESSION TACTICS**

Required Instructional Training: Completion of the 32 hour Facilitative Instructor course or equivalent.

Required Position Qualification: Division/Group Supervisor

Required Experience: Experience as a Unit Instructor in presenting all units of S-336.

Satisfactory performance as a Division/Group Supervisor on wildfire incidents.

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Unit Instructor: (Level 2)	S-339, DIVISION / GROUP SUPERVISOR
Required Instructional Training:	Completion of the 32 hour Facilitative Instructor course or equivalent.
Required Position Qualification:	Division / Group Supervisor
Required Experience:	Satisfactory performance as a Lead Instructor for 200-level Skill or ICS courses. Satisfactory performance as a Div./Gp. Supv. wildfire incidents.

Lead Instructor: (Level 1)	S-339, DIVISION / GROUP SUPERVISOR
Required Instructional Training:	Completion of the 32 hour Facilitative Instructor course or equivalent.
Required Position Qualification:	Operations Section Chief, Type 2
Required Experience:	Experience as a Unit Instructor in presenting all units of S-339. Satisfactory performance as Type 2 Opens. Sec. Chief on wildfire incidents.

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Unit Instructor:
(Level 2)

S-390, INTRODUCTION TO WILDLAND FIRE BEHAVIOR CALCULATIONS

Required Instructional

Completion of the 32 hour Facilitative Instructor course

Required Instructional

Completion of the 32 hour Facilitative Instructor course (M-

410) Required Instructional

Completion of the 32 hour Facilitative Instructor course (M-

410) Required Instructional

Completion of the 32 hour Facilitative Instructor course (M-

410) Required Instructional

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410) Required Instructional

Completion of the 32 hour Facilitative Instructor course (M-

410) Required Instructional

Completion of the 32 hour Facilitative Instructor course (M-

410) Required Instructional

Completion of the 32 hour Facilitative Instructor course (M-

410)

Training:

or equivalent.

Required Position
Qualification:

Task Force Leader or Strike Team Leader or Fire Behavior
Analyst.

Required Experience:

Satisfactory performance as an instructor for S-290,

Satisfactory performance as a Task Force or Strike Team Leader on
a wildfire incidents.

Lead Instructor:
(Level 1)

S-390, INTRODUCTION TO WILDLAND FIRE BEHAVIOR CALCULATIONS

Required Instructional

Completion of the 32 hour Facilitative Instructor course

Training:

or equivalent.

Other Required Training:

S-490 and S-590 or equivalent.

Required Position
Qualification:

Fire Behavior Analyst.

Required Experience:

Experience in presenting all units of S-390. Satisfactory
performance as a Fire Behavior Analyst on a wildfire incidents.

Non-covered Course Petition Procedures

GENERAL: PNWCG recognizes that a Public Training Provider (PTP) may identify situations where a training need will be served by offering NWCG wildfire or ICS courses that are not specifically covered under this MOU. When a non-covered course offering benefits the readiness of the wildfire community, does not conflict with other Pacific Northwest training schedules, and the PTP is capable of presenting a quality course; the PNWCG will support the incorporation of the course into an annual operating plan.

This APPENDIX contains the procedures PTPs are to use to submit non-covered course petitions to PNWCG for approval. Non-covered course petitions must be reviewed and approved by PNWCG prior to a course being officially added to a PTP's operating plan. Any NWCG course not included in APPENDIX A or the list below will require a petition.

PROCEDURES:

1. The Public Training Provider will submit the petition for a 300-level and 400-level course to the Chairperson of the Interagency Area Training Committee listed on the MOU. More than one course may be included on a single petition. The written petition should include the endorsement of their Advisory Committee and the following:
 - A. Description of the identified need for the course including the anticipated target audience (contract firefighting company employees, structural fire service agency employees, general public, etc.)
 - B. Lead Instructor's name and brief description of his/her qualifications for instructing the course.
 - C. Beginning and ending dates and total classroom and/or field exercise hours.
 - D. Location where the course will be offered.
 - E. Course contact person/coordinator and phone number where they can be contacted during working hours.
 - F. Any special considerations being planned for delivery of the course such as; pre-work, pre-testing, field exercises, etc.

2. The Chairperson of the Interagency Area Training Committee will forward the petition for a 300-level and 400-level course to the PNWCG MOU Representative with a recommendation to approve or disapprove. The recommendation should include:
 - A. Summary of any discussion(s) with the PTP or their Advisory Committee regarding the petition.
 - B. Summary of any discussion(s) within the IATC regarding the petition including significant "pros" and "cons".
 - C. The proposed evaluation process or the name of the assigned course evaluator.
 - D. The recommendation of the IATC and supporting reasons for the recommendation.

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3. The PNWCG MOU Representative will forward petitions for 300-level and 400-level courses to the PNWCG TWT members for review. A cover letter will be sent with each petition. The MOU Representative, in coordination with the Chairperson, will coordinate the following TWT actions:
 - A. Compile TWT member comments prior to the next scheduled PNWCG TWT meeting.
 - B. Request from the TWT Chairperson time on the TWT agenda to present member responses.
 - C. Lead a discussion on PTP petitions and gain consensus for a recommendation back to the PTP.
 - D. Write a letter to the PTP approving or disapproving the petition(s).
4. Course critiques or the evaluator's summary will be submitted to the Pacific Northwest Training Center to be placed in files.

Courses That Do Not Require a Petition:

- All 100-level Skill (S) courses.
- All 200-level S courses.
- Introduction to the Incident Command System I-100
- Basic Incident Command System I-200
- Intermediate Incident Command System I-300
- Advanced ICS I-400
- Incident Commander, Multiple Resource, Extended Attack S-300
- Task Force / Strike Team Leader S-330
- Fire Suppression Tactics S-336
- Division / Group Supervisor S-339
- Introduction to Wildland Fire Behavior Calculations S-390

Courses That Require a Petition:

- Leadership and organizational Development S-301
- Unit Leader (scheduled for release in FY 2000) S-320
- Helibase Manager S-371
- Air Tactical Group Supervisor S-378
- Incident Commander S-400
- Incident Information Officer S-403
- Safety Officer S-404
- Operations Section Chief S-430
- Infrared Interpreter S-443
- Fire Training Specialist S-445
- Air Operations Branch Director S-470

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Courses That Require a Petition (Cont.):

· Situation Unit Leader	I-346
· Demobilization Unit Leader	I-347
· Resource Unit Leader	I-348
· Facilities Unit Leader	I-354
· Ground Support Unit Leader	I-355
· Supply Unit Leader	I-356
· Food Unit Leader	I-357
· Cost Unit Leader	I-362
· Time Unit Leader	I-365
· Procurement Unit Leader	I-368
· Air Support Group Supervisor	I-375
· Command and General Staff	I-420
· Planning Section Chief	I-440
· Logistics Section Chief	I-450
· Finance Section Chief	I-460
· Support Dispatcher	D-310
· Wildfire Prevention Planning	P-301
· Ignition Operations	RX-230
· Prescribed Fire Monitoring Techniques	RX-290
· Burn Boss	RX-300
· Introduction to Fire Effects	RX-340
· Prescribed Fire Management	RX-420
· Smoke Management Techniques	RX-450
· Facilitative Instructor	
· National Fire Danger Rating System	
· Human Resource Specialist	
· Fire Program Management	
· Fire Management for Local Agency Administrators	

Appendix 12

INDIVIDUAL EMPLOYEE TRAINING VERIFICATION FORM Interagency Engine/Tender Agreement

Employee Name:	Qualified ICS Position:
Contractor/Company:	Hiring Date:

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

ICS Position	Required Course/PTB	Year Of Training Or PTB Completed	Instructor or Institution	Address & Phone # of Instructor or Institution
Tender Operator	I-100			
Firefighter II	S130			
	S190			
	PTB			
Firefighter I	PTB			
ENGB	S290			
	PTB			
All Positions *Required Annually	Standards for Survival/Your Fire Shelter			

Wildland Fire Experience

(List the Previous 5 Years Wildland Fire Experience)

YEAR	POSITION	INCIDENT NAME	LOCATION (Forest or Agency)	Fire Size (Acres)	Number of Days Worked

Signature of Inspector	Inspector (Print Name)	Inspector Phone Number	Date of Inspection
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CONTINUATION SHEET

Solicitation No. R6-

Page 1

Name of Offeror or Contractor

ITEM NO.			SUPPLIES/SERVICES	QUANTITY
UNIT	UNIT PRICE		AMOUNT	

SCHEDULE OF ITEMS

SUPPLIES OR SERVICES
AND PRICES/COSTS

1.	VEHICLE IDENTIFICATION					
	ICS ENGINE TYPE: (specify) Min	60	day	\$_____	\$_____	
	Engine Boss (ENGB) Min	480	hr	\$_____	\$_____	
	2 ea Firefighters 2 (FF2) Min	960	hr	\$_____	\$_____	
	VIN NUMBER: _____					
	LICENSE_____	YEAR:_____		TOTAL	\$_____	
	MAKE_____MODEL_____					
	4X4 YES_____ NO_____					
	PROPORTIONER YES__ NO__					

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Duty Station for this Engine is:

complete this information

Maximum = **5 times** the minimums

This is an multi-year contract,

Contract expiration date is **1/1/2005**

Pay rate is based on each calendar day of use for the engine and hourly for the ENGB and FF2's. Additional set reimbursement rates will be \$0.75 per mile for engine use and \$5.00 per hour in addition to the bid rate (over 40 hours per week) for each employee. See payment provisions.

————Duplicate this form as necessary————

Appendix 13

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 SCOPE OF WORK

1.1 The purpose of this Request for Proposal is to secure wildland engine(s) that the Government Agencies may use for **preparedness** and suppression activities within the **Geographic Area of _____**. The actual duty station of the contracted engine(s) shall be _____. The required period of performance is **July 1 to September 30** each year and is dependant upon the severity of the fire season and resources needed. The actual performance period will be designated by the Government on Work Order(s), see C-3 Ordering. There is no guarantee of full time work during the performance period and will only be ordered when supplementation of the Government resources is needed. Availability outside these dates are optional and become effective upon acceptance of a Work Order. This request and resultant contract is in compliance with the Department of the Interior and Related Agencies Appropriation Act FY 2001, Public Law 106-291.

The Contractor shall furnish all services, supervision, equipment, supplies, transportation, and trained personnel necessary to meet these specifications. To insure continued safe, efficient service, the Government may issue accountable and durable property and consumable goods.

The cost of all consumable goods will be deducted from payment to the Contractor. (see property definitions)

All accountable and durable property shall be returned to the Government.

1.2 The vehicles and equipment may be used for **preparedness**, initial attack, suppression and mopup of wildland fires. They may be used to a considerable extent on narrow, unimproved roads, off roads, in mountainous, rangeland and timbered areas, and will be driven where there is brush growing on the shoulders. The vehicles must be capable of providing transportation to and from the fire line.

During actual performance periods, the contractor shall be prepared to :

- a. To immediately respond to fires during on shift hours within the geographical area of the duty station and where it is reasonable to return for meals and lodging at end of shift.
- b. Report to the duty station within 2 hours notice during off shift hours.
- c. Be dispatched, from the duty station for a 14 day assignment, within 2 hours of notification. Subsistence will be as provided in the Northwest Interagency Agreement for Engines and Tenders.

1.3 Upon dispatch or performance on a **wildland forest / range fire**, this contract shall be superseded by the Northwest Interagency Agreement for Engines and Tenders or replacement national arrangement, as applicable to the Pacific Northwest.

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1.4 To qualify for this contract, the equipment must have been inspected and accepted by the Government during the CY 2000 Northwest Interagency Agreement for Engines and Tenders inspection process. Further, if selected for use on this contract, the Contractor shall pass the inspection process and successfully be awarded an CY 2001 Northwest Interagency Agreement for Engines and Tenders, or national replacement agreement, for any subsequent years this contract is valid. Failure to perform is cause for termination.

1.5 When performing wildfire suppression activities, the length of assignment shall not exceed 14 days, excluding travel, unless changed by the Contracting Officer. Upon completion of the fire assignment, the contractor shall contact the Contracting Officer prior to any further assignment. It is the primary responsibility of the Contractor to protect and provide initial attack services for the designated duty station. Therefore, the contractor may be required to return to the duty station and not be available for further dispatch. Upon return to the duty station, the contractor shall ensure that the crew receives adequate rest and recuperation prior to resuming work under this contract. No payment will be made for rest and recuperation.

1.6 Preparedness activities shall include other fire activities such as fire trail building, fuels reduction, piling and burning, slash burning and mop up, etc. These activities may require the use of a contractor provided chainsaw to cut small trees (<12”), limbs, and brush. Normal work schedule for these activities shall be 5 days a week, 8 hours per day, as determined by the Contracting Officer. This schedule may be increased or changed subject to the tasks and fire danger.

- a. Performance levels for these activities shall be similar to the accomplishment of Government Personnel, such as :
 1. Fireline building – **¼ mile per person day**
 2. fuels reduction, limbing, pruning – **1 acre per day**
 3. piling and burning – **1 acre per day**
 4. slash burning and mop up – **1 acre per day**
 5. Fire Patrol – **variable.**
 6. Road Side Brushing - **variable**

C-2 TRAINING REQUIREMENTS

2.1 Personnel Qualifications:

The following qualifications will be used as a minimum requirement for all Engine personnel. For purposes of this contract, two positions are recognized: Single Resource Boss-Engine (ENGB), and Firefighter Type 2 (FFT2).

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2.2 Training and Experience

a. For each individual, Contractor shall supply certification showing the individual has met all the training and experience requirements for the position they are performing when assigned.

b. The Government reserves the right to reject any personnel who are not in full compliance with the specifications. Further, if any member of the engine crew does not demonstrate an ability to perform the tasks as listed in the Position Task Books (PTB) for their position, that deficient performance may be cause for immediate cause for non-compliance.

c. The Engine Boss (ENGB) shall meet the training and experience requirements for Single Resource Boss - Engine and the performance tasks in PMS 311-13 (PTB) for ENGB. Crew persons shall meet the training requirements for Firefighter Type 2 listed and the performance tasks in PMS 311-15 (PTB) for FFT2. The Contractor shall maintain a complete set of the records that validate the employee has met the above training and experience requirements and shall maintain Position Task Books (PTB) for each employee who is certified after January 1, 1994, in one or more of the positions listed for this agreement.

d. In addition to the training requirements for the ENGB, FFT2, Contractor shall insure that all returning certified employees receive annually, "Standards for Survival" and "Your Fire Shelter" (1995 Pamphlet and Video) refresher courses. The Contractor shall maintain records that validate the employee has received this additional training.

e. The Contractor shall ensure that all training received by their employees meets the course content and instructor standards. The training shall be accomplished by an instructor who has been designated or approved by a recognized national or local contractor association or State approved educational institution. These associations and/or State approved educational institutions must have a current Memorandum of Understanding with the Pacific Northwest Wildfire Coordination Group that they will meet the course content and instructor standards.

f. Contractor, upon request of the Contracting Officer, shall provide complete records that document each employee's training and qualifications. (Task Books and Individual Training Verification).

g. Contractor employees who, as of 12/31/93, completed the required training for one or more of the positions listed for this agreement, and have documentation to validate such training, and meet the experience requirements, and have documentation to validate such experience for the position(s), can be considered qualified. The Contractor shall maintain a complete set of the records that validate the employee completed all of the required training as of 12/31/93, and records that validate they meet the experience requirements listed.

h. A valid and current Wildland Fire Qualification System certification record (Red Card or similar official agency document) for the positions listed for this agreement from NWCG member agencies in the western States (Oregon, Washington, California, Idaho, Nevada, Alaska, Arizona, Utah and Montana) will be acceptable documentation that an individual has met the training and experience requirements for this agreement. The Contractor shall maintain in their records, on employees who possess such a current certification record, either a letter on official letter head paper form the issuing agency that states the certification record was valid or copies of the individuals training and experience records that validate the certification record.

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2.3 Work Environment

The work is performed in a forest and rangeland environment in steep terrain where surfaces may be extremely uneven, rocky, covered with thick tangled vegetation, etc. Temperatures are frequently extreme, both from the weather or from the fire. Smoke and dust conditions are frequently severe. Hazardous nature of the work requires that protective clothing be worn (C-6.8).

2.4 Physical Demands

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

2.5 Fitness and Work Capacity

All engine personnel shall pass the Work Capacity Fitness Test (Pack Test) at the arduous level (45 pound pack, 3 miles in 45 minutes or less). Information on the Work Capacity Fitness Test (2 Videos and Instructor Guide) are available from the National Interagency Fire Center (NIFC), 3833 S. Development Avenue, Boise, ID 83705. If requested by the Government, the Contractor shall provide proof that employee(s) have met this requirement.

C-3 ORDERING

3.1 The Government will give 7 days notice for the initial reporting date. For subsequent Work Orders within the Performance Period (start work and stop work periods within the designated performance period), the Contractor shall report within 48 hours notice. Actual period of operation will be dependent on the weather and fire danger conditions. There is no guarantee that full time work will be available during the entire performance period.

C-4 INSPECTION AND ACCEPTANCE OF EQUIPMENT AND PERSONNEL

4.1 Inspection

a. Upon inspection of equipment at the duty station the Government reserves the right to reject equipment, which is not in full compliance with these requirements. All repairs must be completed within 24 hours.

If the equipment is rejected, it will be placed off shift until the deficiencies are corrected.

c. Unsatisfactory performance may be grounds for a Contractor being default terminated.

C-5 GENERAL REQUIREMENTS

5. All vehicles offered and used under this solicitation and resulting contract must be licensed with the State Department of Motor Vehicles.

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5.2 Vehicles will be equipped as follows:

- a. All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance.
- b. Tires shall have load ratings in accordance with vehicle GVWR. All tires must have sound sidewalls, body and tread. Minimum of 3/32 inch tread is required. Vehicles with 4 wheel drive shall have all season (M&S) tread on all tires. Vehicles with 2 wheel drive shall have all season (M&S) tires on the drive wheels.
- c. Full size spare tire with minimum of 3/32 inch tread and wheel.
- d. In addition to State Motor Vehicle requirements the following are specific safety items required for vehicles:
 1. Reflectors, 1 set of 3
 2. Fire Extinguisher (4BC or better)(securely mounted and accessible)
 3. Wheel Chocks (in compliance with SAE J348 Standards) (See Appendix M)
 4. Warning Device. All vehicles shall be equipped with an audible reverse warning device which can be clearly heard above the surrounding noise in the vicinity of the vehicle.

5.3 Fully loaded and fully equipped vehicle shall not exceed manufacturer's Gross Vehicle Weight Rating (GVWR), and Gross Axle Weight Rating (GAWR) per axle.

Manufacturer's GVWR plate should be on the driver's side door post, driver's door, or in the glove compartment. If missing or illegible, contractor must provide at the Initial Inspection, a GVWR certificate from manufacturer stating front, rear and total GVWR. Only GVWR from manufacturer will be accepted.

5.4 Identification of Personnel

Every person performing work under this agreement shall carry a picture identification card issued for the effective calendar year of this contract that includes: name of the person typewritten or printed, photograph of the person, their social security number, list of position(s) the person is qualified for, and their required work capacity pack test score. The identification card must be signed by the certifying authority that individual has met all training requirements.

5.6 Accidents

- a. Contractor's insurance shall cover all employee accidents as specified by the States of Oregon and Washington. Additionally, any and all Insurance requirements that are included in the Pacific Northwest Interagency Agreement for Engines and Tenders or National Interagency contract for Engines shall be required by this contract.

5.7 Drug/Alcohol Free Work Place

Contractor and Contractor employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of controlled substances and alcohol under applicable state and federal statutes.

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This agreement includes Federal Acquisition Regulation (FAR) Clause 52.223-6 (Drug Free Workplace [JAN 1997])

5.8 Programmable Radio

Contractor shall have one programmable radio with programming cables per engine to facilitate in the communications between overhead personnel and engine personnel. Radio must be Bendix King or Kenwood capable of communicating within frequency range from 150 MHZ to 174 MHZ on established federal and state frequencies.

Frequencies will be installed by the Agency

Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all Federal Agency incidents and with all Federal Communications Commission (FCC) rules and regulations on all State Agency incidents.

Contractor shall not use the fire fighting frequencies or Forest frequencies for other than incident use.

5.9 Contractor vehicles must have external identification. The identification must be located on front driver side and passenger side doors. As a minimum, the identification must include the Contractor's business name as it appears on the agreement. Contractors must have their contract with them at all times in order to facilitate the billing process.

C-6 CONTRACTOR-FURNISHED SERVICES - SPECIFIC REQUIREMENTS FOR ENGINES, PERSONNEL AND EQUIPMENT

ENGINE - All equipment (vehicle, tank, pump, accessories and engine inventory) must be maintained in good repair by the Contractor.

6.1 Contractor shall provide a engine, as determined by the Government, for ICS Engine Types. CONTRACTOR SHALL PROVIDE A MINIMUM OF ONE SINGLE RESOURCE ENGINE BOSS AND TWO CREW PERSONS FOR EACH ENGINE or as specified in the schedule.

6.2 Engines shall be equipped with single rapid shutoff valve which permits the attachment of 1-1/2 inch hose.

6.3 The engine shall be equipped with a live reel with a minimum of 200 feet of hard rubber hose, or a live hose basket containing a minimum of 200 feet of cotton/synthetic lined hose and hose shall be configured for immediate deployment from 0 to 200 feet. Hose shall be connected to the water supply. The hose shall not be less than one (1) inch **NPSH** diameter with combination nozzle. The 200 feet of hose specified here is in addition to the hose specified in Exhibit G under components.

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6.4 TANK

- a. The water tanks must be equipped with partitions that reduce the shifting of the water load. Free Floating Baffle System - For poly tanks, baffles which reduce the shifting of the water load AND do not compromise the structural integrity of the originally manufactured tank are acceptable.
- b. The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll, and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.

6.5 PUMP

- a. The pump may be an auxiliary powered pump or a power take-off pump. If the pump is of the gear type, a bypass or pressure relief valve shall be provided. The pump shall meet minimum capabilities for the type engine.
- b. The pump, as mounted, shall be capable of drafting water from a water source located 10 feet vertical distance below the pump head through the required suction hose. A portable pump capable of filling the engine may be substituted by the Contractor if the mounted pump cannot fill the tank. The portable pump shall meet minimum capabilities for the type engine.
- c. All engines will have pump and roll capabilities.

6.6 ACCESSORIES

Accessories required if the pump is operated by an auxiliary engine:

- Sufficient extra spark plugs to replace all spark plugs in any auxiliary pump engines used.
- 1 - wrench, adjustable, 10 inch
- 1 - wrench, spark plug, unless the adjustable wrench is suitable for use on the spark plug(s)
- 1 - pliers, slip joint, 6 inch
- 2 - quarts oil, crankcase, if engine is the type that requires crankcase oil
- 1 - screwdriver, blade type, 4 inch
- 1 - screwdriver, phillips type, 4 inch
- 2 - starter rope, if engine can be started with a rope
- 1 - gun, grease, if the pump is the type that requires periodic greasing. The grease gun shall be filled with grease.

These accessories shall be stored on or near the pump in a suitable compartment or box. A list of the contents shall be posted inside the compartment or box and be visible when the storage compartment is open.

6.7 REQUIRED FIREFIGHTER PROTECTIVE EQUIPMENT AND CLOTHING. The following personal safety equipment and clothing shall be furnished by the Contractor, be operable, and shall be maintained in good repair by the Contractor throughout the duration of any assignment. **THERE WILL BE NO CLOTHING EXCHANGE.**

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- a. Boots: leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are unacceptable).
- b. Hard Hat: plastic, class B, NFPA Standard 1977, 1998 Edition., OSHA approved, with chin strap.
- c. Gloves: leather, one pair per person.
- d. Goggles: one pair per person.
- e. Head Lamp: with batteries and attachment for hardhat.
- f. Canteen: one quart size, one per person required, two per person recommended (filled prior to arrival at Incident).
- g. Fire Shelter: one per person (NFPA approved).
- h. Flame Resistant Clothing (Shirt and Pants). The Government will require two full sets of flame resistant shirt and pants for every crew member **plus one additional full set of flame resistant shirt and pants for every two crew members.**

NOTE: Flame resistant shirts and pants will be required by all crew persons on all agency fires.

For routine fireline duties, flame resistant clothing must:

- i. self-extinguish upon removal from heat source
- ii act as an effective thermal barrier by minimizing conductive heat transfer.
- iii. not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source
- iv. be manufactured from flame retardant treated (FRT) cotton, FRT rayon, FRT wool, aramid (Nomex), or other similar fabric.

NOTE: All personnel shall be wearing personal protective clothing, including boots, upon arrival at the incident.

6.8 MINIMUM ENGINE INVENTORY

HOSE: See Appendix "G"

NOZZLES: Combination Fog/Straight Stream - 4 each 1"

SUCTION HOSE WITH SCREENED FOOT VALVE OR STRAINER: 24 ft.

SHOVELS: 2 ea.(size 0)

PULASKIS: 2 ea.

FIRE HOSE CLAMP: 1 ea.

SPANNER WRENCH: Combination, 1 ea. 1" to 1-1/2"

LIVE REEL/BASKET HOSE: 200', 1" NPSH.

ADAPTERS: 2 ea. 1-1/2" NH Female to 1-1/2" NPSH Male.

ADAPTERS: 2 ea. 1-1/2" NPSH Female to 1-1/2" NH Male.

DOUBLE MALE: 1 ea. 1-1/2" NH

DOUBLE FEMALE: 1 ea. 1-1/2" NH

DOUBLE MALE: 1 ea. 1" NPSH

DOUBLE FEMALE: 1 ea. 1" NPSH

GATED WYE: 4 ea. 1-1/2" NH

REDUCERS: 4 ea. 1-1/2" NH Female to 1" NPSH Male.

ADAPTERS: 4 ea. 1/4 turn 1-1/2" NH (2 Female and 2 Male) and 4 ea. 1" NH(2Female and 2 Male)

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BACKPACK PUMPS 2 ea.
DRINKING WATER: 1 Gallon CANTEEN, Filled
FIRST AID KIT: 1 ea. (5 person)
HEAD LAMPS: 3 ea. (w/batteries)
FUEL to operate pump and engine (minimum 5 gallons).
FIRE SHELTER, one per person (NFPA approved).

C-7 MAINTENANCE, FUELING AND REPAIR

7.1 Maintenance

The Contractor will be responsible for all maintenance (oil change, oil and air filters, lubrication and fueling).

7.2 Repairs

a. All repairs and replacement are the responsibility of the Contractor and shall be completed within 24 hours of awareness.

C-8 MEASUREMENT AND PAYMENT

8.1 Rates of Payments - Rates for equipment include all operator(s) expenses. Payment for equipment and operator(s) furnished will be at rates specified and shall be in accordance with the following:

a. **PREPAREDNESS:** Time or miles shall BEGIN / END at the designated duty station. For partial days due to dispatch to a project fire, payment will be adjusted to prevent double payment as follows: DAILY RATE divided by the SCHEDULED WORK HOURS times the ACTUAL WORK HOURS on preparedness activities. Upon return, the contractor shall provide a copy of the Emergency Use Invoice to the Contracting Officer.

b. **WILDFIRE:** Payment for wildfire activities will be based on unit prices offered for the Northwest Interagency Agreement for Engines and Tenders or replacement national contract.

c. The minimum guarantee (FAR 52.216-22) shall be based on the monetary value of the award and not the individually priced items. This shall include earnings in both preparedness and suppression activities.

d. **Incidental Items -** The intent of the contract is to provide for the services as described in the contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required. Payment for contract work will be made only for those pay items included in the Schedule of Items. No additional payment will be made for costs associated with equipment support, employee commuting to and from the duty station, or lunch breaks.

No payment will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available.

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8.2 Time Keeping – On shift time will be documented daily by the COR on the OF 297, Emergency Equipment Shift Ticket.

C-9 DEFINITIONS

AGENCY - For the purpose of this Agreement will have the same meaning as Government.

CAFS - Compressed Air Foam System: A generic term used to describe foam systems consisting of an air compressor (or air source), a water pump, and foam solution.

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

FJRL - “Fabric Jacketed Rubber Lined” used to cover various types of hose whether it be cotton, cotton-synthetic or synthetic fabric hose material.

GAWR - Gross Axle Weight Rating.

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

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

GVWR - Gross Vehicle Weight Rating

IPT - Iron Pipe Thread

NH - National Hose Thread

NORMAL WEAR AND TEAR - For the purpose of this contract, the term “normal wear and tear” shall include, but not be limited to:

- a. FJRL hose that bursts due to excessive pressure (PSI), old age, or deterioration of material during use.
- b. Brush scratches on the body of the vehicle.
- c. Punctures, tears or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment.
- d. Wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails and tailgate. Includes chips from flying rocks and minor bumps and dents on both the sheet metal and the bumpers.

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- e. Clogged air filters and oil filters from dust.
- f. Damage or failure of power train (steering linkage and suspension) by either fatigue or part failure due to age, manufacturer defect or operator error.

Power train includes engine, clutch, transmission, transfer case, drive line, front and rear differentials, axles, wheels and bearings.

NOZZLE - The nozzle shall be a shutoff type. Shall have a capability of projecting a 1/4 inch straight stream or its equivalent in water output and distance. It shall also have the capability of producing a spray pattern.

NPSH - American National Hose Coupling Threads (straight pipe threads for hose couplings and nipples).

PREPAREDNESS - Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

PROPERTY

- a. Accountable Property. Items with a purchase price of \$5,000 or more or items which the incident Agency considers sensitive (e.g., cameras, chainsaws) are accountable property. This property is generally tagged with an agency identification number.
- b. Durable Property. Durable property are those non-accountable items which have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.
- c. Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, plastic canteens, petroleum products). This property is not marked.

PROPORTIONING UNIT - A mixing system that adds a predetermined volume of liquid foam concentrate to water to form a foam solution with use of an aspirating nozzle.

SINGLE RESOURCE ENGINE BOSS - Responsible for supervising and directing the work of an engine on an incident.

C- 10 PERSONNEL

The personnel specified in the Contractor's offer are considered to be essential to the work being performed. Prior to diverting any of the specified individuals from this program, the Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

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C-11 LOSS DAMAGE, DESTRUCTION AND REPAIR (AGAR 452.237-70) (FEB 1988)

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of fair market value, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear and tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

(b) For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use within 24 hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

(End of clause)

Evaluation Criteria, National Fire Plan

1- Past Performance/Organization 30 points

- A. Past performance on similar projects as viewed in terms of schedule adherence, planning, implementation and acceptability. Knowledge of the local area conditions where the work will be performed.
- B. Managerial structure that indicates efficiency and effectiveness.
- C. Ability of the organization to provide services in a timely and satisfactory manner. Equipment condition and availability. Key Personnel, related experience, and Work Capacity Fitness Test Score.

2-Employment and Training Opportunities 20 points

- A. Contractor's plan for providing employment and training opportunities to people in local rural communities.
- B. Contractor's plan for providing training opportunities to people in local rural communities.

Other Drafting Suggestions:

Same attachments as the Northwest Engine and Tender Agreement

Indefinite Quantity 52.216-22

Ordering 52.216-19

Changes, L/H 52.243-3

Insurance 52.228-5

Fire Wage Determination 95-0221 Rev. 4

Inspection L/H 52.246-6

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Contract Invoice

Designated Work Week = designated thru designated 0800hrs to 1630 hrs

	(Engine Day)	(Miles)	(Total Hours) (ENGB)	(over 40) (ENGB OT)	(Total Hours) (FF 2)	(over 40) (FF2 OT)
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
Sunday						

Totals _____

Rate \$ _____ \$ 0.75 \$ _____ \$ 5.00 \$ _____ \$ 5.00

Payment = \$ _____ + _____ + _____ + _____ + _____ + _____

Inclusive dates _____ to _____ **TOTAL PAYMENT = \$ _____**

Contractors Signature _____ COR Signature _____

Shift Tickets are attached

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STATUS REPORT ON FIRE PREPAREDNESS AND FUELS TREATMENT INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TEMPLATES

Introduction

This report describes the status of the project to prepare contract templates for fire preparedness and fuels treatment projects, and there is a brief discussion of indefinite-delivery, indefinite-quantity (IDIQ) contracts and contract templates for anyone without an understanding of their use. Three contract templates have been prepared including Fire Preparedness Services for Crews, Fire Preparedness Services for Engines, and Fuels Treatment and Related Services (which includes fire preparedness services for crews).

Use of Contract Templates

Each contract template covers several items of work, i.e. the fuels treatment template with lopping and scattering, piling and burning, slashing, fuels pullback, etc., and provides specifications for each. Usually with only minor modification, the specifications can be customized to fit the specific needs of the user. However, **any part of the template can be modified, if necessary, to meet the user's needs.** This minimizes the effort required to develop a contract and eliminates, or at least minimizes, duplication of effort among contracting offices. Completion instructions for customizing the contract are included with the crew and fuels treatment contract templates.

Features of Indefinite-Delivery, Indefinite-Quantity Contracts

All contract templates prepared under this project are IDIQ contracts. IDIQ contracts have flexibilities and can be designed to enhance opportunities for use of local businesses and local hires by: (1) opening them to offers from small firms as well as large firms, (2) allowing firms to make offers on any or all items depending on the firm's capability, (3) allowing offerors to set their own maximum order limitations so small locally owned firms will have as much opportunity for an award as larger or more distant firms, and (4) using authorities in the FY 2001 DOI and Related Agencies Appropriations Act, Public Law 106-291, the Contracting Officer making award determines how many awards to make, and to which firms, based in part on quality, price, and their plans to hire locally. These contract templates have been designed with these features in mind.

The contract templates are designed for multi-agency use so that after award, any field office of the DOI agencies and USFS can obtain services by issuing task orders.

Fire Preparedness Services for Crews Contract Template

This contract template is completed and will be posted on the NFP contracting web site,

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<http://www.blm.gov/natacq/FIRE/contracting.html> by 4/13/01. Key features include:

- **Preparedness services for 5-person, 10-person, and 20-person crews** may be acquired. Standards are included for each size crew as appropriate.
- There are **requirements that contractors must be awarded a Northwest Interagency Crew Agreement** to qualify for this contract.
- Specifications for crew **training, experience, physical fitness, personal protective clothing, and equipment requirements** are consistent with national interagency standards as required in the Northwest Interagency Crew Agreement.
- The template is designed as a **multi-year contract**.
- **Rates of pay** are based on a "team hour" which is an hour for the entire crew. The estimated quantity of team hours will need to be identified for each contract.
- The specifications explicitly provide for the crews to perform all types of **fuels treatment work as part of the preparedness activities**. Specifications for this fuels treatment work, if needed, must be provided in the task order or other written instruction.
- When preparedness crews are dispatched to fires, the **Preparedness Contract is superseded by the Northwest Interagency Crew Agreement**.
- A **length of assignment for fire dispatch** is established at 14 days unless a longer period is approved in advance. This will ensure return of the crew for fire preparedness services.
- The template provides for a **minimum annual guarantee**. The minimum guarantee includes amounts earned for preparedness plus amounts earned for fire suppression under the Northwest Interagency Crew Agreement which occurs as a result of the preparedness contract. The amount of this guarantee should be set based on expected use.
- A **performance period** must be established for each contract; however, there is no guarantee of full time work during the performance period. This provides flexibility if a sudden low fire danger period occurs within the performance period, but the minimum annual guarantee must be considered.
- **Work schedules** for crews are established by the Government.
- Provisions for **periodic evaluations of performance and inspections** of equipment are included.
- Template includes **Evaluation and Award Factors** for use in the contract award process which should enhance selection of the best offeror(s).

Fire Preparedness Services for Engines Contract Template

The contract template is completed and was submitted to USFS contracting staff at NIFC on 4/9/01 for posting on the NFP contracting web site, <http://www.blm.gov/natacq/FIRE/contracting.html>. This template is similar to the preparedness contract template for crews. Key features include:

- Preparedness services for **all ICS engine types** may be acquired.
- Engines will be staffed with **3-person crews**.
- It is designed as a **multi-year contract** template.
- There are **requirements that contractors be awarded a Northwest Interagency**

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- **Engine and Tender Agreement** to qualify for this contract.
- Specifications for crew **training, experience, physical fitness, personal protective clothing and equipment requirements** are consistent with national interagency standards as required in the Northwest Interagency Engine and Tender Agreement.
- **Engine standards** including pumps, accessories, and inventory are consistent with the Northwest Interagency Engine and Tender Agreement.
- **Rates of pay** are based on a daily rate for engines and hourly rates for the engine crew. In addition, there is a **set reimbursement rate** of \$0.75 per mile for engine mileage when used for preparedness services, and \$5.00 per hour in addition to the hourly bid rate for the crew for all preparedness work over 40 hours per week.
- The provisions explicitly provide for the engine crew to perform all types of **fuels treatment work as part of the preparedness activities**. Fuels treatments not already identified and specifications for fuels treatment work, if needed, must be provided.
- The template provides for a **minimum annual guarantee**. The minimum guarantee includes amounts earned for preparedness plus amounts earned for fire suppression under the Northwest Interagency Engine and Tender Agreement which occurs as a result of the preparedness contract. The amount of this guarantee should be set based on expected use.
- When preparedness engines are dispatched to fires, the **Preparedness Contract is superceded by the Northwest Interagency Engine and Tender Agreement**.
- A **length of assignment for fire dispatch** is limited to 14 days unless an extension is approved by the Contracting Officer. This will ensure return of the engine for preparedness services.
- A **performance period** must be established for each contract; however, there is no guarantee of full time work during the performance period. This provides flexibility if a sudden low fire danger period occurs within the performance period, but the minimum annual guarantee must be considered.
- **Work schedules** for crews are established by the Government.
- Provisions for **periodic evaluations of performance and inspections** of equipment are included.
- Template includes **Evaluation Criteria** for use in the contract award process.

Fuels Treatments and Related Services(includes fire preparedness for crews)

The contract template is complete and has been posted on the NFP contracting web site, <http://www.blm.gov/natacq/FIRE/contracting.html> since 4/3/01. The template is modeled after multi-agency, multi-year IDIQ fuels treatment contracts that have been successfully used by Medford BLM District and Rogue River National Forest in Southwest Oregon and Lakeview BLM District in Klamath Basin for several years. The technical specifications have evolved as a result of this experience.

This fuels treatment template does not specifically address agency aircraft use requirements associated with end product contracts. It should be noted that aircraft use requirements for end product contracts differ between DOI agencies and the Forest Service. When a fuels treatment contract is being prepared that includes the use of aircraft, it is critical that all aircraft use

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requirements of the user agency are appropriately addressed in the contract.

Key features of this template are similar to the preparedness contract templates and include:

- It is a **multi-year, multi-agency, multiple-award IDIQ contract**.
- **Rates of pay** are based on units of work which are specific to the fuels treatment such as acres, chains, linear feet, etc.
- The template provides for a **minimum guarantee** which is an amount for each contract awarded.
- Template **covers some 15 fuels treatments** and related services and several **levels of difficulty** for each fuels treatment.
- **Fire preparedness services for crews** are also covered in this template. Specifications are the same as the fire preparedness services for crews template discussed above.
- Template includes **Evaluation and Award Factors** for use in the contract award process.

Use of the Fire Preparedness and Fuels Treatment Contract Templates

Due to the similarities between the types of NFP procurements between the DOI agencies and USFS and the magnitude of the workload, regional Procurement personnel representing most of the federal wildland fire agencies in Oregon and Washington agreed on ways to make the procurement process more efficient. A Lead Contracting Officer (CO) for each sub-geographic area in Oregon and Washington has been designated to take the lead on NFP procurements for all agencies in that sub-geographic area. This is consistent with direction in the national interagency agreement on NFP procurements. To assist the Lead CO with technical fuels and fire management questions as they work with NFP procurements, a Technical Contact (person with comprehensive technical fuels and fire management expertise) has been designated for each sub-geographic area. It is expected that field offices for all federal agencies will channel their NFP procurements through the Lead CO for their sub-geographic area.

The Lead CO's and Technical Contacts are:

Geographic Interagency Area Contract Lead For National Fire Plan Contracts/Projects

Geographic Area	Specific Area	Lead C.O. or Contact	Telephone Number	Fax Number	E-Mail
OR/WA	N.E. Oregon	FS, Stan Bird, John Day FWS, Kathy Haluschak, Portland	541-575-3170 503-231-6117	541-575-3001 503-231-6259	sbird@fed.fs.gov kathy_haluschak@fs.gov
OR/WA	Central Oregon	FS, Orrin Corak, Prineville	541-416-6532	541-416-6661	ocorak@fed.fs.gov
OR/WA	N.W. Oregon	N/A (low NFP workload)			

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OR/WA	S.E. Oregon	BLM, Bob Heaton, Portland	503-952-6224	503- 952-6312	rheaton@or.blm.go
OR/WA	S.W. Oregon	BLM, Bob Heaton, Portland	503-952-6224	503- 952-6312	rheaton@or.blm.go
OR/WA	E. Washington	FS, Mark Phillipp, Okanogan	509-826-3073		mphillipp@fed.fs.g
OR/WA	W. Washington	N/A (low NFP workload)			

TECHNICAL CONTACT FOR SUB-GEOGRAPHIC AREAS OF OREGON AND WASHINGTON

Northeast Oregon Sub-geographic Area----- Chuck Vickery, Umatilla National
Forest
Phone No. 541-278-3748

Southeast Oregon Sub-geographic Area----- Mike Evans, Fremont National
Forest/Lakeview
BLM District
Phone No.
541-947-6271

Central Oregon Sub-geographic Area----- Tom Mountz, Deschutes/Ochoco
National
Forest
Phone No. 541-416-6505

Southwest Oregon Sub-geographic Area----- Tom Murphy, Medford BLM
District
Phone No. 541-618-2236

Northwest Oregon Sub-geographic Area----- N/A (low NFP workload)

Eastern Washington Sub-geographic Area----- Jim Burdick, Okanogan/Wenatchee
National Forest
Phone No. 509-826-3168, and
Jim Furlong, Okanogan/Wenatchee
National Forest
Phone No. 509-662-4311

Western Washington Sub-geographic Area----- N/A (low NFP workload)

Memorandum

To: Don Artley, Chair NWCG
CC: Contracting Task Force
From: Tory Majors, Chair, Contracting Task Force
Date:
Re: “How-To” Guide for Fire Resources Contracting

In June 1999, you chartered an Ad Hoc task force to develop a report on the issue of national contracting. In May 2000, I presented you with an update of our progress and a draft summary of our report. You provided further direction and we have refined our task to focus on a product that assists the agencies in their contracting efforts. The resulting “How-To Guide for Fire and Resources Contracting” provides a step-by-step protocol for the Geographic Areas who have a need for contracted resources, and provides sources for examples and contacts that can assist them. The Guide is currently being finalized for peer review. Upon completion of the review and subsequent changes, it will be presented to you for review, concurrence, or modification, then adoption.

In the course of developing this guide several barriers were identified that are provided here as recommendations that the NWCG may want to address in the future:

1. Ensure that minimum physical fitness requirements and training qualifications established in PMS-310-1 are accepted as policy. Current conflicting language makes it difficult to determine if these standards are recommendations, guidance or policy.
2. Emphasize safety training. The agencies have consistently stated “Safety is our number one priority.” And yet it appears that safety training is not rigorously monitored for some contracts, and some individuals may be put at risk without this training. It would be in the government’s best interest to ensure to the best of its ability that all contractors have the proper training and PPE, and that OSHA standards are observed. It would be prudent to make sure that OSHA requirements meet wildland fire safety criteria.
3. Develop standardized specifications and ensure the national acceptance of these standards. States and geographic areas have varying laws and compliance regulations dealing with transport, employment, taxes, etc. These irregularities can curtail the ability to send contractors outside of their geographic area of employment.

Geographic areas have also independently developed standards that exceed NWCG standards, which further serves to exclude contractors from other geographic areas. This is inefficient and does not contribute to

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contractor sustainability. Standardization ensures that contracts can be used anywhere in the nation, and simplifies the administration of contracts. Standards should also clearly outline the criteria required by contractors and provide goals and incentives.

Agencies should be encouraged to collaborate on a geographic basis to form contracts. This facilitates the sharing of resources, enabling more resources to be available, and makes contract administration easier. Additionally, it may make it easier to provide guarantees to contractors.

4. Expand the use of guarantees for a wider array of fire management contracts to help maintain effective contract resources. Expanding the use of guarantees will increase the pool of financially stable contractors. Project work may be used to meet the guarantees on contracts.

5. Stress the value and importance of performance evaluations at training sessions and incidents. An automated dispatch system should be used to consider contracted resources' past performance evaluations for future dispatch opportunities.

6. Train more inspectors and make them available at incidents.

Respectfully submitted: January 10, 2001

Signature: /s/Tory Majors

