

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

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

TITLE
Exhibit A – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C - Harassment-Free Workplace Policy
Exhibit D - DOL Wage Determination
Exhibit E – Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H – Terms & Conditions for States
Exhibit I – Contractor Associations and Public Education Providers
Exhibit J –Advantages
Exhibit K – Not Applicable
Exhibit L – Geographic Area Map
Exhibit M – Forms and Checklists
1) HEAVY EQUIPMENT WITH WATER Pre-Season Inspection Form
2) Aftermarket Equipment Certification
3) Manifest Form
Exhibit N – Qualifications - Wildland Fire Personnel Qualification Requirements

EXHIBIT A -- DEFINITIONS AND ABBREVIATIONS The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein; the definitions provided in this exhibit are included in every solicitation (i.e., boilerplate), therefore some of the definitions may not be applicable to the solicitation you are responding to: AGENCY - See "Government" AGENCY COOPERATOR - Local Government entities available through agreement to assist the Federal and State Government agencies. AGREEMENT - References the Blanket Purchase Agreement documented on the SF-1449/OF-294, and its attachments. CAMPSITE - Any area designated by the Government where there are facilities in support of an incident. CCR - Contractor Central Registration CJRL - Cotton Jacket Rubber Lined CMVSA - Commercial Motor Vehicle Safety Alliance CO - Contracting Officer COR - Contracting Officer's Representative - GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO). CREW PERSON - Basic wildland firefighter used to control and extinguish wildland fires and works as a member of an engine crew under the supervision of a higher qualified individual. DESIGNATED DISPATCH POINT (DDP) - Physical address where the resource is located as identified in VIPR. DOZER BLADE CONFIGURATIONS: - FULL U BLADE - A blade that is designed to move large amounts of materials and will have a highly curved and tall face to the blade. This blade will normally have large side wings to carry material. - SEMI-U COMBINATION BLADE - A blade that is shorter, has less curvature and smaller side wings. - STRAIGHT BLADE - A blade that has no lateral curve or sidewalls. EXCAVATOR ATTRIBUTES: - EXCAVATOR CLAMSHELL BUCKET - A two-sided bucket used on an excavator to dig in a vertical direction; the bucket is dropped while its jaw-like halves are open and digs as they close. Also known as a clamshell grab. - EXCAVATOR UP DOWN BLADE or DOZER BLADE - A blade mounted on the mainframe of the excavator raised and lowered with hydraulic cylinders. This blade will allow the machine to push material in a grading manner and stabilize the machine while it is working on surfaces that are not level. EXCAVATOR, STEEP GROUND (STEEP GROUND EXCAVATOR in Section B) - Purpose built or modified construction excavator that is capable of working on slopes greater than 45 percent. These excavators may be Feller Buncher carriages with a bucket and hydraulic thumb or clamshell bucket replacing the saw, or tracked carriages that have had modifications to allow the machine to work on steep grades. Operators are highly experienced in steep ground soil work and have knowledge, skills and abilities to construct firelines or rehabilitate firelines to near natural conditions. ENGB - Single Resource Engine Boss FS - Forest Service FLYWHEEL HORSEPOWER RATING - Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel. FMCSA - Federal Motor Carrier Safety Administration FOAM APPLICATION SYSTEM - Manually Regulated Proportioning System - A proportioning system that requires manual adjustment to maintain the proportioning ratio when there is a change of flow or pressure through the foam proportioner. Typical manually regulated foam systems include: Suction side proportioner, in-line eductor, around-the-pump proportioner and direct injection manually regulated proportioners. Examples of manually regulated foam systems include but are not limited to: 1. Blizzard Wizard 2. Scotty foam inductor 3. Foam Flo - Automatic Regulating Proportioning System - A proportioning system that automatically adjusts the flow of foam concentrate into the water stream to maintain the desired proportioning ratio. These automatic adjustments are made based on changes in water flow or conductivity. Typical automatic regulating proportioning systems include: Balanced pressure venturi proportioning systems, water motor meter proportioner systems, direct injection automatic regulating proportioners. Examples of automatic regulating proportioning systems include but are not limited to: 1. Foam Pro-1601/2001 2. Robwen 500 3. Darley Fast-foam system 4. Aquis 1.5/2.5 foam system GACC - Geographic Area Coordination Center GAWR - Gross Axle Weight Rating GOVERNMENT - United States Department of Agriculture - Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA), Oregon Department of Forestry (ODF), and Washington Department of Natural Resources (DNR). GOVERNMENT REPRESENTATIVE - Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position. GVAW - Gross Vehicle Axle Weight GVWR - Gross Vehicle Weight Rating HOST DISPATCH CENTER - Interagency dispatch center responsible for dispatching resources under this agreement. HOST DISPATCH ZONE - Geographic area defined by the Host Dispatch Center's area of authority. ICS - Incident Command System IIBM - Interagency Incident Business Management Handbook IPT - Iron Pipe Thread INCIDENT - An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources. INITIAL ATTACK - A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety. LOW GROUND PRESSURE EQUIPMENT - Equipment with wide pads, designed by the manufacturer to operate in wet, soft or sandy terrain. NH - National Hose Thread NPSH - National Pipe Standard Hose ON SHIFT - Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time. OPERATIONAL PERIOD - Equal to one shift, an operational period is defined by the incident action plan. ORDINARY WEAR AND TEAR - Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering

into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. POINT OF HIRE - The Contractor's place of business or where resource is located at the time of dispatch. POINT OF RELEASE - The location from which a contractor is released upon expiration or termination of required services. This point may be the same as the point of hire. PROPERTY - - Accountable Property. Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number. - Durable Property. Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show US GOVT , or an agency specific marking. - Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked. RON - Remain Over Night ROSS - Resource Ordering and Status System SEVERITY - The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions. SJRL - Synthetic Jacket Rubber Lined Hose SOFTTRACK - A machine constructed to carry water, mounted on a carrier, equipped with a track that is able to conform to varying ground conditions by torsion bar mounted road wheels. These road wheels allow the track to travel up and down to keep the track surface in constant contact with the ground over rough surfaces. These machines can travel at a speed of over 12 miles per hour on flat surfaces. SUPPRESSION - All the work of extinguishing or confining a fire beginning with its discovery. SUSPENSION - - Air Bag - A suspension designed with two (2) air bags per wheel or four (4) air bags per axle. Air bag suspensions were developed for over the road conditions. While this suspension is acceptable, the process where the air bags inflate and deflate to try and maintain an even ride is not as desirable due to the non-static load associated with a tank of water. - Vocational Duty - All other axle configurations including the walking beam, spring, and trailing arm with two (2) air bags per axle shall be identified as vocational style suspension. - 2-axle trucks must have a locking (i.e., e-locker/interlock) rear end to get points; no points are allowed for non-locking differentials. UNDER HIRE - Refer to D.21.8 WHEEL CHOCKS - - Type 5 and 6 Engines shall be equipped with a wheel chock constructed with a height of 8" or more and a width of 6" or more. - Type 3 and 4 Engines and ALL Tenders shall be equipped with a wheel chock constructed with a height of 8" or more and width of 7" or more. - Wheel chock must have a solid bottom or ribbing on the bottom to prevent from sinking in soft soil. - Wheel chock must have the face beveled at a 30-50 degree angle. - Wheel chock base must be 1.4 times the height or greater, or the manufacturer specifies the chocks meet SAE J-348, NFPA 1901, or NFPA 1906 for the size of the vehicle. WORK/REST - Refer to D.6.7

EXHIBIT D – DOL WAGE DETERMINATION

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

REGISTER OF WAGE DETERMINATIONS UNDER ³ U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT ³ EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor ³ WAGE AND HOUR DIVISION
³ WASHINGTON, D.C. 20210
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Shirley F. Ebbesen Division of Wage ³ Wage Determination No: 1995-0221
 Director Determinations ³ Revision No: 24
³ Date Of Revision: 10/08/2009

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

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Emergency Incident and Fire Safety services.

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

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

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

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

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

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

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

Aircraft Quality Control Inspector

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

for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

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

Environmental Protection Specialist

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

Fire Safety Professional

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

Quality Assurance Representative I

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

Quality Assurance Representative II

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

well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

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

EXHIBIT B – PAYMENT OFFICE INFORMATION

FOREST SERVICE

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

1-877-372-7248

BUREAU OF LAND MANAGEMENT

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

303-236-7117

NATIONAL PARK SERVICE

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

703-487-9310

EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D – DOL WAGE DETERMINATION

See Separate Exhibit D

EXHIBIT E - Standard Contractor Performance Report

Highlighted blocks are required to be completed.

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

Ratings

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

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

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

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

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

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

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

Additional Info

Contractor Key Personnel

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

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

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

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

Customer Satisfaction

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

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

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

Admin Info

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

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Alternate Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer:

Name:

Phone:

Fax:

E-Mail Address:

Rating Guidelines

Quality of Product or Service

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

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

Timeliness of Performance

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

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

Business Relations

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

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

EXHIBIT F – SAFETY STANDARDS

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

A. Heat Stress

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

B. Smoke and Carbon Monoxide

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

C. “Six Minutes for Safety” Training

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

D. Seat Belts

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

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

F. Fireline Leadership Communications Skills.

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

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

G. Incident Identification/ Qualification Card.

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

H. Physical Demands

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

Added for Engine and Tactical Water Tender personnel:

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

Copies of the publication titled "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at www.nwccg.gov, in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

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

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

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

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

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

EXHIBIT H

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

SPECIAL CONTRACT TERMS AND CONDITIONS
STATE OF OREGON

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

FOREIGN CONTRACTOR:

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

FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:

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

DRUG/ALCOHOL AND FIREARMS PROHIBITION

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

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

HARASSMENT-FREE/VIOLENCE-FREE WORKPLACE

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

INSURANCE REQUIREMENTS

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

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

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

Insurance

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

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

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

Description	Each Occurrence	General Aggregate
CGL	\$1,000,000	\$2,000,000

5. Automobile Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance. This coverage may be provided by combining the Automobile Liability Insurance with the Comprehensive or Commercial General Liability Insurance.

Description	Each Occurrence
Automobile Liability	\$1,000,000

B. ADDITIONAL INSURED.

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

C. "TAIL" COVERAGE.

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

D. NOTICE OF CANCELLATION OR CHANGE.

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

E. CERTIFICATE(S) OF INSURANCE.

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

SPECIAL COMPENSATION ISSUES AND PAYMENT CENTERS
OREGON FIRES

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

I. COMPENSATION

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

II. OREGON DEPARTMENT OF FORESTRY AND PROTECTION ASSOCIATION BILLING ADDRESSES

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

Forest Grove District Tillamook District Astoria District
801 Gales Creek Rd 5005 Third Street 92219 Hwy 202
Forest Grove, OR 97116-1199 Tillamook, OR 97141-2999 Astoria, OR 97103
(503) 357-2191 (503) 842-2545 (503) 325-5451

North Cascade District West Oregon District Southwest Oregon District
22965 North Fork Road SE 24533 Alsea Hwy 5286 Table Rock Road
Lyons, OR 97358 Philomath, OR 97370 Central Point, OR 97502
(503) 859-2151 (541) 929-3266 (541) 664-3238

Coos District Coos FPA Douglas FPA
63612 Fifth Rd 63612 Fifth Rd 1758 NE Airport Road
Coos Bay, OR 97420 Coos Bay, OR 97420 Roseburg, OR 97470-1499
(541) 267-4136 (541) 267-3161 (541) 672-6507

South Cascade District Western Lane District Northeast Oregon District
3150 Main St. PO Box 157 611 20th Street
Springfield, OR 97478 Veneta, OR 97487-0157 LaGrande, OR 97850
(541) 726-3588 (541) 935-2283 (541) 963-3168

Central Oregon District Klamath-Lake District Walker Range FPA
PO Box 670 3200 DeLap Rd PO Box 665
Prineville, OR 97754 Klamath Falls, OR 97601 Gilchrist, OR 97737
(541) 447-5658 (541) 883-5681 (541) 433-2451

SPECIAL CONTRACT TERMS AND CONDITIONS

WASHINGTON FIRES

STANDARD TERMS AND CONDITIONS

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

I. Responsibilities

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

II. Conflict and Severability

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

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

III. Workers Right to Know

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

of hazardous material must be appropriately labeled with:

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

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

IV. Indemnity

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

Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State of Washington and its agencies, officials, agents or employees.

V. Personal Liability

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

VI. Legal Fees

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

VII. Insurance

Contractor shall, at all times during the term of the agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

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

EXHIBIT I - CONTRACTOR ASSOCIATIONS AND PUBLIC EDUCATION PROVIDERS

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

Wildland Firefighting Training Resources

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

FIREFIGHTING CONTRACTOR ASSOCIATIONS

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

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

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

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

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

Three Sisters Wildfire Contractor s Assoc. Inc.
PO Box 142
Sisters, OR 97759
Paul Asher (President)

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

Washington Contract Firefighters Assoc.
348 Twisp Carlton Rd
Carlton, WA 98814
Kevin Curfman (President)
Phone: (360) 880-3473
FAX:
Email: kcurfman@compprime.com
Web page: www.wcfafirefighters.org

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

PUBLIC TRAINING PROVIDERS
OREGON INSTITUTIONS

Blue Mountain Community College Central Oregon Community College
2411 N.W. Carden Redmond Campus
P.O. Box 100 2030 SE College Loop
Pendleton, OR 97801 Redmond, OR 97756
Sandra Emery Paula Simone
Phone: (541) 523-9127 x22 Phone: (541) 504-2932
Web: <http://www.bluecc.edu> Web: <http://www.cocc.edu>

Clackamas Community College Klamath Community College
19600 S. Molalla Ave. 7390 S. 6th St.
Oregon City, OR 97045 Klamath Falls OR 97603
Tomas Laugel Sandy Boatright
Phone: (503) 657-6958 x2319 Phone: (541) 880-2235
Web: <http://www.clackamas.cc.or.us> Web: <http://www.kcc.cc.or.us>

Linn-Benton Community College Portland Community College
6500 Pacific Blvd SW 705 N Killingsworth
Albany, OR 97321 Portland, OR 97217
Gary Price Shawn S Parrish
Phone: (541) 917-4923 Phone: (503) 978-5588
Email: priceg@linnbenton.edu Email: shawn.perrish@pcc.edu

Rogue Community College Southwest Oregon Community College
3345 Redwood Hwy 1988 Newmark Ave.
Grants Pass OR 97527 Coos Bay, OR 97420
Charles Phenix Paul Reynolds
Phone: (541) 245-7568 Phone: (541) 888-7296
Web: <http://www.roguecc.edu> Web: <http://www.socc.edu>

Tillamook Bay Community College Treasure Valley Community College
2510 First St. 650 College Blvd
Tillamook, OR 97141 Ontario OR 97914
Teri Williams (x1163) Sheryl Kinkade
Gretchen Power (x1101) Phone: (541) 881-8822 x281
Phone: (503) 842-8222 Web: <http://www.tvcc.cc.or.us>
Web: <http://www.tbcc.cc.or.us>

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

PUBLIC TRAINING PROVIDERS
WASHINGTON INSTITUTIONS

Bates Technical College Bellevue Community College
South Campus Fire Science Program
2201 S. 78th St. 3000 Landerholm Circle S.E.
Tacoma, WA 98409 Bellevue, WA 98007
Pat Piper Phone: (425) 564-2012
Phone: (253) 680-7463 Web: <http://www.bcc.ctc.edu>
Web: <http://www.bates.ctc.edu>

Columbia Basin College Everett Community College
2600 N. 20th Ave. 2000 Tower St.
Pasco, WA 99301 Everett, WA 98201
Ken Williams Jeanne Kraske
Phone: (509) 946-8548 Phone: (425) 388-9161
Web: <http://www.columbiabasin.edu> Web: <http://www.everettcc.edu>

Green River Community College Lower Columbia College
Natural Resources Program Fire Science Department
12401 S.E. 320th St. 1600 Maple, P.O. Box 3010
Auburn, WA 98092 Longview, WA 98632
Dick Hopkins (x4509) Rick Atkins
Rob Sjogren (x4582) Phone: (360) 442-2871
Phone: (253) 833-9111 Web: <http://www.lcc.ctc.edu>
Web: <http://www.greenriver.edu>

Northwest Indian College Peninsula College
Colville Tribal Campus Professional Technical Programs
PO Box 150 1502 E. Lauridsen Blvd.
Nespelem, WA 99155 Port Angeles, WA 98362
Ray W Tupling Phone: (360) 452-9277
Phone: (509) 634-2631 Web: <http://www.pc.ctc.edu>
Email: ray.tupling@colvilletribes.com

Skagit Valley College South Puget Sound Community College Mt. Vernon Campu Fire Protection Technol
2405 E. College Way 2011 Mottman Rd. S.W.
Mt. Vernon, WA 98273 Olympia, WA 98512
Patrick McVicker Phone: (360) 866-1000
Phone: (360) 416-7783 Web: <http://www.spbcc.ctc.edu>
Web: <http://www.skagit.edu>

Spokane Community College Walla Walla Community College
Fire Science Technology Fire Science Dept.
1810 N. Greene St. 500 Tausick Way
Spokane, WA 99217 Walla Walla, WA 99362
Cathy Shaffer Brad Mason
Phone: (509) 533-8037 Phone: (509) 527-4579
Web: <http://www.scc.spokane.edu> Web: <http://www.wbcc.edu>

Wenatchee Valley College
1300 Fifth St.

Wenatchee, WA 98801

Walter Tribley

Phone: (509) 682-6660

Web: <http://www.wvc.edu>

EXHIBIT J –ADVANTAGES**Skidgine Advantages**

<u>Factors</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Gallons Hauled Type 1	1200-1499 gallons	95.5	2	191
	1500-2499 gallons	116		232
	2500+ gallons	137		274
Gallons Hauled Type 2	800-999 gallons	97	2	194
	1000-1199 gallons	118		236
Gallons Hauled Type 3	400 to 599 gallons	65	2	130
	600 to 799 gallons	75		150
Gallons Hauled Type 4	200 to 299 gallons	65	2	130
	300 to 399 gallons	75		150
Foam Proportioner System (Type 1 and 2)	None	21	1	21
	Manually Regulated Proportioner	24		24
	Automatic Regulating Proportioner	27		27
Foam Proportioner System (Type 3 and 4)	None	52	1	52
	Manually Regulated Proportioner	56		56
	Automatic Regulating Proportioner	60		60
Monitor (Type 1 and 2 only)	No	22	1	22
	Yes	27		27
Winch or Grapple that is usable (Type 3 and 4 only)	No	104	1	104
	Yes	118		118

Pumper Cat Advantages

<u>Factors</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Gallons Hauled Type 1	500-649 gallons	47	2	94
	650 gallons +	63.5		127
Gallons Hauled Type 2	325-399 gallons	47	2	94
	400-499 gallons	63.5		127
Gallons Hauled Type 3	200-274 gallons	47	2	94
	275-324 gallons	63.5		127
Angle Blade	Straight Blade	94	1	94
	Manual Angle	110		110
	6 way Hydraulic	127		127
Winch that is usable	No	36	1	36
	Yes	47		47
Foam Proportioner System	None	19	1	19
	Manually Regulated Proportioner	23		23
	Automatic Regulating Proportioner	27		27

Softtrack Advantages

<u>Factors</u>	<u>Attributes</u>	<u>Value</u>	<u>Importance Factor</u>	<u>Advantage Points</u>
Gallons Hauled Type 1	600-1199 gallons	85	2	170
	1200 gallons +	118		236
Winch that is usable	No	32	1	32
	Yes	44		44
Foam Proportioner System	None	18	1	18
	Manually Regulated Proportioner	21		21
	Automatic Regulating Proportioner	24		24
Monitor	No	17	1	17
	Yes	24		24

Pressure and flow testing of Pumps

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

The following flows will result:

Skidgines (Type 1 and Type 2)

Pressure measured with a .520 diameter sharp edged orifice installed

<u>Pressure</u>	<u>Flow</u>
100 psi	50 gpm

Skidgines (Type 3 and Type 4), Pumper Cats, Softtracks

Pressure measured with a .441 diameter square-edged orifice

<u>Flow</u>	<u>Pressure</u>
30 gpm	70 psi

EXHIBIT K –DATA SHEETS

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EXHIBIT M - FORMS AND CHECKLISTS

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

HEAVY EQUIPMENT WITH WATER INSPECTION FORM PASS ____ FAIL ____

Company Name: _____		Date of Inspection: _____		Page 1 of 2	
Vehicle Id.#: (VIN#) _____		Hour Meter Reading: _____			
Skidgine: SK-1 ____ SK-2 ____ SK-3 ____ SK-4 ____		Pumper Cat: TDC-1 ____ TDC-2 ____ TDC-3 ____		Softtrack: ST-1 ____	
Tank Capacity (gallons) _____		Flywheel Horsepower: _____			
Make: _____		Model: _____		Year: _____	
Company Name: _____					
Equipment ID #: _____					
Minimum Heavy Equipment with Water Inventory				Yes	No
1 - Live Hose Reel with minimum of 150' of 1" hose non-collapsible 3/4" ID					
1 1/2" Hose (see table for min. quantity)					
1" Hose (see table for min. quantity)					
2 - Nozzle, comb fog/straight stream, 1" NPSH Female					
1 - Shovel, size "0" or "1"					
1 - Pulaski					
1 - Forestry, Fire Hose Clamp					
1 - Spanner wrench, combination 1" to 1 1/2"					
1 - Double Male 1" NPSH					
1 - Double Female 1" NPSH					
1 - Reducer, 1 1/2" NH Female to 1" NPSH Male					
1 - Reducer 1" NPSH to 3/4" Garden Hose					
1 - Pump Discharge, Male (see table on next page)					
1 - Adapter 1" NH Female to 1" NPSH Male					
1 - Adapter 1" NPSH Female to 1" NH Male					
1 - First Aid Kit (5 person)					
1 - 4" Minimum fill pipe					
1 - 3" Minimum dump valve (capable of dumping into porta-tank)					
4 - Tire chains for rubber tired skidgines					
1 - Fire Extinguisher (2A 10BC) or better					
1 - Back up alarm (87 Decibels measured 5 feet to rear of machine)					
Back up Lights (2)					
Personal Protective Equipment				Yes	No
Fire Shelter, Nomex shirt and pants, Hardhat, Gloves					
Pump Accessories (If Pump Powered by Auxiliary Engine)				Yes	No
Wrench, Adjustable 10" and capable of removing spark plugs					
1 Pliers (Slip Joint)					
2 Qts. Crankcase Oil					
2 Screwdrivers (1 Standard Blade, 1 Phillips)					
1 Spare Starter Rope (If Required)					
1 Grease Gun with Grease					
Spark Plugs (Sufficient to replace all plugs on auxiliary pump)					
Foam Proportioner System (check one)		None ____		Manually Regulated Proportioner ____	Automatic Regulating Proportioner ____
Compressed Air Foam System (CAFS)				Yes	No
Actual Compressor Rating (cubic feet per minute): _____					
Pump Type (check one): Auxiliary ____ PTO ____ Identification Number _____					
Actual Pump PSI _____ Acceptable ____ Y/N _____					
Draft from 10 feet vertical through suction hose with foot valve (Min. 20' of hose)				Yes	No
Fuel to operate pump (min. 5 gallons) in DOT approved container				Yes	No
Winch or Grapple				Yes	No
Monitor				Yes	No

EXHIBIT M - FORMS AND CHECKLISTS

HEAVY EQUIPMENT WITH WATER INSPECTION FORM (continued)

Company Name:	Date of Inspection:	Equipment ID #
Name of Contractor (type or print)	Signature of Contractor	Date
Name of Inspector (type or print)	Signature of Inspector	Date
Inspectors' Agency	Inspectors' Phone #	
Remarks: (document all items that fail inspection)		

MINIMUM STANDARDS SKIDGINES				
TYPE	1	2	3	4
REQUIREMENTS				
Tank Capacity (gallons)				
Minimum	1200	800	400	200
Maximum	NONE	1199	799	399
Flywheel Horsepower Range	176+	75-175	100+	60-99
Pump Minimum Flow (gpm)	50	50	30	30
@ rated pressure (psi)	100	100	70	70
1 inch hard line with 3/4 inch inside diameter hose on reel	150 feet	150 feet	150 feet	150 feet
1.5 inch linen hose	300 feet	300 feet	-	-
1 inch linen hose	300 feet	300 feet	200 feet	200 feet
Discharge Outlet	1 1/2" NH	1 1/2" NH	1" NPSH	1" NPSH
Pump and Roll	Yes	Yes	Yes	Yes
Foam Proportioner System	Optional	Optional	Optional	Optional
Winch or Grapple	Not Required	Not Required	Optional	Optional
Personnel Required	1	1	1	1

TYPE	MINIMUM STANDARDS PUMPER CATS			MINIMUM STANDARDS SOFTTRACKS
	1	2	3	1
REQUIREMENTS				
Tank Capacity (gallons)				
Minimum	500	325	200	600
Maximum	NONE	499	324	NONE
Flywheel Horsepower Range	200	100-199	60-99	170+
Pump Minimum Flow (gpm)	30	30	30	30
@ rated pressure (psi)	70	70	70	70
1 inch hard line with 3/4 inch inside diameter hose on reel	150 feet	150 feet	150 feet	150 feet
1 inch linen hose	200 feet	200 feet	200 feet	200 feet
Discharge Outlet	1" NPSH	1" NPSH	1" NPSH	1" NPSH
Pump and Roll	Yes	Yes	Yes	Yes
Foam Proportioner System	Optional	Optional	Optional	Optional
Winch or Grapple	Optional	Optional	Optional	Optional
Personnel Required	1	1	1	1

AFTERMARKET EQUIPMENT CERTIFICATION

(revised February 22, 2010)

ORIGINAL EQUIPMENT

Name of Contractor: _____
Description and Model: _____
Serial Number: _____
Operating Limitations: _____

AFTERMARKET EQUIPMENT

Description and Model: _____
Serial Number: _____
(Owner shall assign Serial Number if none is available - stamped on metal)
Tank Capacity: _____ Gallons _____
(Temporary fillers and spacers are not permitted.)
Baffles: _____

- One longitudinal baffle regardless of width and one transverse baffle at a minimum of every 52"
- All baffles must cover 75% of the plane of the tank
- Baffling. The water tanks shall be equipped with partitions that reduce the shifting of the water load. Free Floating Baffle System - baffles which reduce the shifting of the water load AND do not compromise the structural integrity of the originally manufactured tank are acceptable. If a Free Floating Baffle System is used the vendor must submit data sheets which validates that the baffling is sufficient to meet the manufacturer's recommendation.

CERTIFICATION OF AFTERMARKET EQUIPMENT MOUNTED ON ORIGINAL EQUIPMENT (Does Not Exceed Operational Limitations)

I certify that the addition of the prescribed aftermarket equipment will not exceed the original equipment operating limitations. Affix engineer's stamp or seal below.

Engineer Signature: _____ Date: _____

Engineer Printed Name: _____

License No.: _____ State: _____ Expiration: _____

If the individual signing this certification is not an Engineer you are required to complete the continuation sheet on the next page with the additional information requested.

AFTERMARKET EQUIPMENT CERTIFICATION - Continuation Sheet

(revised February 22, 2010)

Documentation of Qualification to Certify Aftermarket Equipment
Form will be kept on file with Aftermarket Certification.

Name of person providing certification: _____

Address:

Phone Number: _____ E-mail: _____

Engineering or other applicable education (include degree and institution): _____

Past experience in engineering, including design, analysis, manufacturing, testing, etc if applicable.
Attach additional information if needed: _____

Professional certifications or licenses: _____

Additional information documenting expertise: _____

References: Name and phone number: _____

Signature: _____ Date: _____

MANIFEST

Manifest EFFECTIVE DATES: _____ TO _____

ORDERING OFFICE AND NAME OF DISPATCHER (DISPATCH LOCATION)		FIRE NAME AND UNIT (DESTINATION)				RESOURCE ORDER NUMBER	
NAME OF CONTRACTOR		UNIQUE VECHILE NUMBER				AGREEMENT NUMBER	
TIME OF DEPARTURE (DISPATCH LOCATION):		TIME OF ARRIVAL TO (FINAL DESTINATION):				DO YOU HAVE THE PESONNEL TO ROTATE CREWS? Y or N	
INTERMEDIATE STOPS (PLACE)	ARR TIME	DEP TIME	PLACE		ARR TIME	DEP TIME	PLACE
EMPLOYEE NAME		M	F	POSITION	LAST NIGHT NOT SPENT ON FIRE ASSIGNMENT (DATE)		UNIQUE EMPLOYEE NUMBER (NO SSN)
1							
2.							
3.							
4.							
5.							
6.							
SIGNATURE OF AUTHORIZED REPRESENTATIVE						DATE	

THE CONTRACTOR SHALL MAINTAIN A CURRENT MANIFEST AT ALL TIMES IN FINANCE

ROTATION OF PERSONNEL WILL ONLY BE ALLOWED UPON APPROVAL OF THE OPERATIONS CHIEF

EXAMPLE -

Manifest EFFECTIVE DATES: 8/11/2007 TO UNK

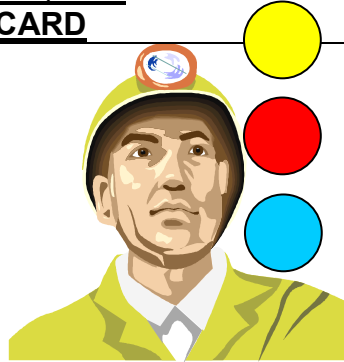
ORDERING OFFICE AND NAME OF DISPATCHER (DISPATCH LOCATION)		FIRE NAME AND UNIT (DESTINATION)				RESOURCE ORDER NUMBER	
NAME OF CONTRACTOR		UNIQUE VECHILE NUMBER				AGREEMENT NUMBER	
TIME OF DEPARTURE (DISPATCH LOCATION): 1200 HRS		TIME OF ARRIVAL TO (FINAL DESTINATION):1600				DO YOU HAVE THE PESONNEL TO ROTATE CREWS? Y	
INTERMEDIATE STOPS (PLACE)	ARR TIME	DEP TIME	PLACE		ARR TIME	DEP TIME	PLACE
EUGENE, OREGON	1300	1330					
EMPLOYEE NAME		M	F	POSITION	LAST NIGHT NOT SPENT ON FIRE ASSIGNMENT (DATE)		UNIQUE EMPLOYEE NUMBER (NO SSN)
1PETE WILSON		X		ENGB	8/11/2007		3625783
2SAM SMITH		X		FFT2	8/11/2007		9374849
3.HELEN JONES			X	FFT1	8/11/2007		8467489
4.							
SIGNATURE OF AUTHORIZED REPRESENTATIVE						DATE	
<i>BILL JONES - OWNER</i>						8/11/2007	

EXHIBIT N – QUALIFICATIONS

Incident Identification/Qualification Card

EXAMPLE INCIDENT IDENTIFICATION / QUALIFICATION CARD

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

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

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

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

BACK OF CARD

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