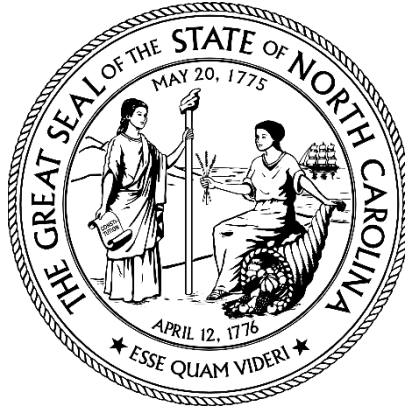




STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Invitation for Bid #: 10-IFB-2245930689-TT

North Carolina Forest Service - Forest Protection (NCFS-FP)

Emergency Services for Wildland Firefighter Crews

Date of Issue: July 8, 2026

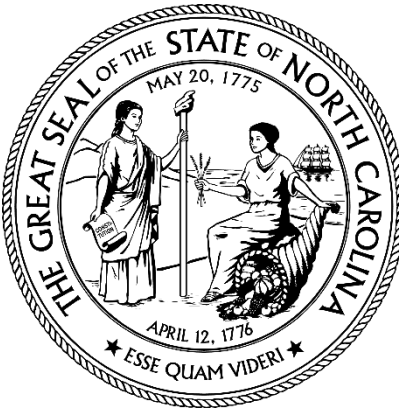
Bid Opening Date: August 14, 2026

At 2:00 PM ET

Procurement Lead:

Tammie Taylor

Procurement Specialist



STATE OF NORTH CAROLINA

Invitation for Bid

10-IFB-2245930689-TT

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA North Carolina Department of Agriculture & Consumer Services	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead (Tammie Taylor) through the Message Board in the Sourcing Tool. See section 2.4 for details.	Invitation for Bid No.: 10-IFB-2245930689-TT Bids will be publicly opened: August 14, 2026 at 2:00 PM ET Microsoft Teams meeting Join: https://teams.microsoft.com/meet/289394793271995?p=n3l5GJE0q3HFMAV9QA Meeting ID: 289 394 793 271 995 Passcode: kX3VW2pd
	Need help? System reference Dial in by phone +1 984-204-1487,,59408537# United States, Raleigh Find a local number Phone conference ID: 594 085 37# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 111 402 328 4 More info For organizers: Meeting options Reset dial-in PIN
Using Agency: NC Department of Agriculture & Consumer Services – Forest Service	Commodity No. and Description: 921016- Fire Services
Requisition No.: RQ240552	

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its Sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

Bid Number: 10-IFB-2245930689-TT

Vendor: _____

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on The attached certification, by _____. (Authorized Representative of NC Department of Agriculture and Consumer Services)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Agriculture and Consumer Services – Forest Service is seeking for qualified vendors to provide the services of a commercially available Type 2 Initial Attack (IA) qualified wildland fighter crews for fire suppression activities, fuel mitigation projects, all-hazard incidents, and severity assignments with North Carolina.

The North Carolina Forest Service (NCFS), a division of the N.C. Department of Agriculture and Consumer Services, is responsible for protecting, managing, and promoting more than 18 million acres of forestland across the state. The agency provides wildfire prevention and suppression, forest management assistance for nearly 14 million acres of privately owned forestland, reforestation and seedling production, pest and disease management, urban forestry support, and public education programs. These services help safeguard lives and property, sustain healthy and productive forests, support a multi-billion-dollar forest products economy, and ensure long-term environmental and community benefits for North Carolinians.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/Vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	7/8/2026
Mandatory Pre-Bid Conference	State	7/22/2026 at 1:00 PM ET
Submit Written Questions	Vendor	7/29/2026 by 10:00 AM ET
Provide Response to Questions	State	8/5/2026
Submit Bids	Vendor	8/14/2026 by 2:00 PM ET
Contract Award	State	TBD

2.5 MANDATORY PRE-BID CONFERENCE

Date: 07/22/2026
 Time: 1:00 PM Eastern Time
 Location: NC Forest Service Regional Office
 14 Gaston Mountain Road
 Asheville, NC 28806
 Contact #: 919-302-8988-cell #, 828-665-8688-office #, Jason.guidry@ncagr.gov

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid conference. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Vendor

represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE PRE-BID CONFERENCE, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY PRE-BID CONFERENCE SHALL RESULT IN VENDOR'S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this conference is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. Vendors must stay for the duration of the conference. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

Vendors are cautioned that any information released to attendees during the conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 10-IFB-2245930689-TT – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING FORM
- d) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

- f) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

DEFINITIONS FOR NATIONAL TYPE 2IA FIREFIGHTER CREWS ACRONYMS

- 1. AGENCY COOPERATOR** - Government entities, including federal, state, and local, available and authorized through Cooperative Agreement to assist the NC Forest Service.
- 2. AIR MILE** - A nautical mile used as a measure of distance flown by aircraft.
- 3. ALL-HAZARD** - Non-fire incidents which utilize ICS organizations to mitigate conditions or damages resulting from natural or manmade disasters. Hurricanes and floods are examples of all-hazard incidents.
- 4. DANGER/HAZARD TREE INDICATORS** - (reference NWCG 6 minute for safety. "Hazard Tree Indicators".)
 - Trees burning for any period of time
 - High risk tree species (rot and shallow roots)
 - Numerous downed trees in the area (Dead, broken, or burning tops and limbs overhead)
 - Accumulation of downed limbs (Fungus or growth of decay species on the tree)
 - Cavities or evidence of woodpecker damage
 - Forked tops, multiple tops, and/or uneven branch distribution
 - Absence of needles, bark or limbs
 - Leaning or hung-up
- 5. DESIGNATED DISPATCH POINT (DDP)** - Physical address where the Contractor must be located during the MAP.
- 6. NCFS** – The North Carolina Forest Service
- 7. 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.
- 8. INCIDENT COMMAND SYSTEM (ICS)** - Flexible, scalable response organization that provides a common framework organizational structure, management hierarchy, and procedures designed to improve response operations temporary emergency incident(s) of any size, type, and complexity.

9. INTERAGENCY RESOURCE ORDERING CAPABILITY (IROC) - A dynamic, modern, flexible and scalable application that aligns with interagency business needs for resource ordering for all hazard incidents.

10. MANDATORY AVAILABILITY PERIOD (MAP) - The MAP encompasses that period as designated in the Schedule of Items during which availability and specific NCC location is mandated by the terms of this contract. **MEAL ALLOWANCE** - An allowance paid as per Section C.29.1 (h) by the Government to partially compensate the Contractor for meals when food and drink is not supplied by the Government.

11. NATIONAL INTERAGENCY COORDINATION CENTER (NICC) - The focal point for coordinating the mobilization of resources for wildland fire and other incidents throughout the United States. Located in Boise, Idaho, the NICC also provides Intelligence and Predictive Services related products designed to be used by the internal wildland fire community for wildland fire and incident management decision-making.

12. NATIONAL WILDFIRE COORDINATING GROUP (NWCG) - Group made up of representatives from the U.S. Forest Service, Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS), Federal Emergency Management Agency (FEMA), U.S. Fire Administration, State forestry agencies through the National Association of State Foresters, and the Intertribal Timber Council. NWCG coordinates programs of the participating wildfire management agencies. The group provides a formalized system of standards for training, equipment, qualifications, and other operational functions that guide the requirements for fire suppression and all-hazard incidents.

http://www.nwcg.gov/nwcg_admin/members.htm

13. ORDERED STANDBY - Compensable time when a resource is held, by direction or orders, in a specific location fully outfitted and ready for assignment.

14. OPERATIONAL PERIOD - Equal to one shift, an operational period is assumed to be 12 hours in fire suppression mode, or 8-10 hours during project work.

15. PPE- Personal Protective Equipment

16. POINT OF HIRE - Contractor's place of business or where NCC is located at time of dispatch.

17. PROJECT WORK - Optional work related to hazardous fuels management activities such as hazardous fuels reduction, prescribed fire application, brush removal, and land rehabilitation. Project Work shall not include construction, facilities maintenance and repair, or timber-related activities.

18. PROPERTY -

Accountable Property. Items with a purchase price of \$5,000 or more, or items that the Incident Agency considers sensitive (e.g., cameras, chainsaws) and therefore accountable for the purposes of responsible property management for the incident. This property is generally tagged with an agency identification number.

Durable Property. Goods that are 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 dry good items normally expected to be consumed on the incident (e.g., replacement radio and headlamp batteries, plastic one-quart canteens, and plastic sheeting). This property is not marked.

19. SEVERITY/PREPAREDNESS - The class of assignments that are related to pre-suppression or fire preparedness activities. Appropriate Severity/Preparedness activities are stand-by at the DDP, patrol, tool sharpening, or other activities that do not

unduly interfere with fire readiness. Work performed while on a Severity/Preparedness assignment is paid at the full fire suppression contracted rate.

20. FIRE SUPPRESSION - Suppression encompasses all the work of extinguishing or confining a fire, beginning with its discovery.

21. USER UNIT - The agency unit under whose authority work is ordered and performed, responsible for providing direct incident management to a given area pursuant to a cooperative agreement, contract, or other authority.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills

- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM included in this IFB and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty

(30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.5 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.6 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.7 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner

as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☒ Contract value in excess of \$1,000,000.00

4.9 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.10 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.11 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor has registered with the North Carolina Secretary of State: Yes ☐ No ☐

5.0 SPECIFICATIONS AND SCOPE OF WORK

The North Carolina Forest Service (NCFS) is seeking to contract with qualified vendors to provide commercially available Type 2 Initial Attack (Type 2-IA) wildland firefighting crews to support statewide fire suppression, prescribed fire

operations, fuel mitigation projects, all-hazard incidents, and severity assignments. These contracted crews must be fully trained, properly equipped, and able to meet federal and state qualification standards. They must be available during designated Mandatory Availability Periods and capable of rapid deployment, responding to resource orders within defined timeframes, operating under NCFS supervision, and maintaining required crew composition, experience levels, PPE, tools, communications equipment, and operational readiness. Services include initial attack response, project-based work, extended wildfire operations, and adherence to all safety, performance, reporting, and compliance requirements set forth in the IFB.

5.1 TASKS/DELIVERABLES/REQUIREMENTS

Designated Dispatch Point (DDP):

Crews are required to be located within a 30-mile radius of the NC Forest Service Regional Office located at 14 Gaston Mountain Road, Asheville, NC 28806.

Mandatory Availability Periods (MAP):

- November 1, 2026 through November 30, 2026
- March 1, 2027 through April 30, 2027

Daily availability for initial dispatch (on station):

- 11 a.m. to 7 p.m. during eastern standard time (November 2, 2026 - March 7, 2027)
- 10 a.m. to 6 p.m. during daylight savings time (March 8, 2027 – November 1, 2027)

Upon receiving a Resource Order via email during the timeframes of the Daily Availability, the contractor has thirty (30) minutes to begin travel to the location provided by the NCFS. A Resource Order is a detailed document that describes the name of the resource being ordered, the number of individuals requested, and the destination and time the resource is expected to be at the location for the assignment. The Resource Order will originate with the NCFS and be sent electronically to the crew lead or established designee for each assignment.

If fire suppression or prescribed burn activities extend past 6 p.m. the contractor is required to complete the assignment until released.

After standard daily availability, upon receiving a dispatch call the contractor has one (1) hour to confirm availability and be travelling with a full crew to the location of dispatch within two (2) hours of the initial dispatch call.

Vendor shall ensure that crew personnel adhere to current work/rest day-off policies (Reference the current National Interagency Mobilization Guide for these policies [2025 Interagency Standards for Resource Mobilization](#)).

Prior to departing for the incident, the contractor will provide the NCFS a complete passenger and cargo manifest (SF-245), listing each crew member's complete name and departure time. An example of the SF-245 is provided in Appendix A.

Dispatching for Fire Suppression:

Upon receiving a Resource Order via email during the timeframes of the Daily Availability, the contractor has thirty (30) minutes to begin travel to the location provided by the NCFS. The phone call will be placed to the designated Crew Boss, which will be followed by an email from the NCFS's Region III operations room (r3opsrm@ncagr.gov).

The NCFS will provide the Contractor with a copy of the Resource Order to include:

- Incident Order Number, Request Number and name of the incident.
- Date and time to report to the incident.

- Descriptive location of the designated site where the Contractor will meet a NCFS representative, including latitude and longitude coordinates. A map will be provided if available at time of order.
- Incident contact phone number for obtaining further information.
- Communications: Incident ground contact frequency.
- Incident Job Code or NC financial code as applicable.

Cancellation of Orders:

Resource orders may be cancelled at any time. If the order is cancelled, the Contractor will be paid as provided in this service agreement for time worked.

Incident Resource Ordering Capability:

The Contractor is required to status their availability in the Incident Resource Ordering Capability Program (IROC).

Length of assignments and crew change out clause:

Length of assignment and work/rest policies exist for all incidents and require Contractor's management of crew personnel to adhere to those policies (Refer to the Interagency Incident Business Management Handbook (PMS 902) or Interagency Standards for Fire and Fire Aviation Operations (Redbook) Chapter 7 for these policies). Contractor compliance will be monitored by the NCFS. All Contractor personnel shall adhere to current work/rest day-off policies (Reference the current National Interagency Mobilization Guide for these policies).

Demobilization of Contractor on Incidents:

The NCFS in coordination with the Incident Commander, will determine demobilization priority for the Contractor when assigned to an incident.

Release and Reassignment:

Release-

Upon release from an incident the Contractor must notify the NCFS Region III operations room (r3opsrm@ncagr.gov) of their status and time of arrival back to their DDP. When a Contractor has been released from an incident, and there are no reassignments anticipated, the Contractor, at its discretion, may remain in the nearest town for up to 8 hours in non-pay status. After that 8-hour period, the Contractor must begin return travel back to their DDP with sufficient time to be available for the subsequent day's availability timeframe or be deemed unavailable for assignment until their return to the origin point of the dispatch. For the time that the Contractor is not available for dispatch from the DDP, those time periods will be deducted from the daily base 8 hours of availability.

When the NCFS anticipates that another assignment in the area is imminent, or when another operational need provides a mutually beneficial rationale for the Contractor to remain in the area, the NCFS may allow the Contractor to remain in non-pay status longer than 8 hours provided the Contractor agrees to stay.

Reassignment-

Contractor may be reassigned to another incident by the NCFS providing a new Resource Order from the NCFS Region III operations room. The Contractor is prohibited from accepting any new Resource Orders directly from an incident, and from actively seek reassignments outside the controlling GACC from anyone other than the NCFS.

Project Work:

For work other than fire suppression and all-hazard assignments, the Contractor will receive a Task Order from the Region III Operations Room prior to the daily availability period (10 a.m. EST or 11 a.m. DST).

The Task Order will include:

- Statement of work will document the requirements of the task (PPE, tools, conditions, etc.)
- Date and time to report to the incident.

- Descriptive location of the designated site where the Contractor will meet a NCFS representative, including latitude and longitude coordinates. A map will be provided if available at time of order.
- Contact phone number for obtaining further information.
- Communications: project ground contact frequency.

The requirements may require the crew to be organized into subunits of not less than five persons with qualified leadership present.

The Contractor's subunits may be utilized as IA resources. Subunits of the Contractor crew will not exceed two operational periods per incident and will only operate in the response area identified in the Project Work Task Order.

Contractor will provide the NCFS with a crew manifest, time of dispatch, full name of each crew member and time of departure.

When the Contractor is performing on a Task Order, will not exceed a workday or 8 hours (including travel) unless and may only accept fire suppression, all-hazard, or severity orders if the work is completed or the Contractor is released by the NCFS and issues a Resource Order for incident response.

Payment and invoice will follow same procedure for payment as the dispatching process for fire suppression activities.

Required Personnel Qualifications:

The Contractor shall maintain Type 2 IA standards and assign to the crew throughout the MAP the following key personnel:

- Crew Boss (one per crew)
- ICT5/Squad Bosses (three per crew)
- Sawyers (three agency-qualified per crew)

Contractor will provide a list of qualified Crew Bosses along with documentation of required qualifications to the NCFS.

Camping:

The NCFS will not provide for overnight camping on state-owned properties.

Commercial Filming or Videotaping:

Any filming, or associated activities such as social media posts may be limited or prohibited during a firefighting or incident support situation at the discretion of the Incident Commander.

Personal Protective Equipment:

29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

Before a worker begins operating equipment, the Contractor shall train the workers in the safe operation and use of the equipment.

The Contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. All PPE must be provided by the employer at no cost to the employee. Includes:

- Head Protection
- Hearing Protection
- Eye/Face Protection

- Leg Protection
- Hand Protection
- Foot Protection (to meet the National Fire Protection Association's (NFPA®) 1977 Standard for wildland firefighting)

PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the Contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

The information provided below are standards set forth by the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) for work settings and hazards to employees the vendor may find in the course of providing the services of this agreement. This is not a comprehensive list of such safety standards. Vendors are expected to adhere to any current workplace laws, regulation or guidance applicable to the type of work, setting and hazards expected in wildfire control operations.

Reference <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html>

<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at [Personal Protective Equipment](#)

1. Manual Logging and Forestry Related activities:

https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html

2. General Machine and Vehicles Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>

3. Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act . [Fact Sheet #51: Field Sanitation Standards under the Occupational Safety and Health Act | U.S. Department of Labor](#)

The Crew Boss is responsible for managing the Crew within its operating limits, responsible for safety of their employees and cargo and shall comply with the directions of the NCFS, except when in the judgment of the Crew Boss such compliance will be a violation of applicable Federal or State regulations. The Crew Boss shall refuse any operation considered hazardous or unsafe. Such refusals shall be documented and submitted to the NCFS in written form within 2 days of the date of the assignment refusal.

Incident Behavior

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated.

Possession or use of Non-prescription unlawful drugs and alcohol are not permitted at the incident fire camp, violation will result in the Contractor or its employees being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will result in the Contractor or its employees being released from the incident.

Firearm / Weapon Prohibition - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are always prohibited while on NCFS Property and during performance of services, under this contract. The term dangerous weapon does not include a pocketknife with a blade less than 2 ½ inches in length or a multi-purpose tools such as a Leatherman® tool.

Crew Evaluations

The Contractor's crew performance will be documented on the National Type 2 & 2-IA Crew Performance Evaluation Form. The form will be completed at the incident commander's discretion on Type 4 and Type 5 incidents. For Type 3 or more complex incidents an evaluation will be completed by a NCFS Representative supervising the work prior to the Contractor being demobilized. If the NCFS Representative is released from the incident prior to the Contractor, the NCFS Representative shall be responsible to complete the evaluation form upon return to their home unit and mailing a copy to the Contractor.

A copy of the performance evaluation shall be given to the Contractor at the incident and the Contractor shall forward any and all performance evaluations to the NCFS. The CO will provide the Contractor 30 calendar days to respond to any negative performance information received. A copy of the evaluation must be included in the invoice packet submitted to the Finance Section.

The NCFS will use all the Contractor's individual incident performance evaluations, in addition to other performance information that becomes available.

Invoices will be submitted monthly and require the submittal of crew-time reports (CTR's) shown in Appendix B.

The rate specified in the Schedule of Items is the rate per hour per crewperson. For calculation of pay, time shall be recorded in 1/4-hour increments. The full contracted rate shall continue to apply (during on shift time) if the Contractor is in contract compliance, and until the Contractor has been released from the incident and has returned to the point of hire.

On-shift time includes:

- time Contractor is working on Fire Suppression, All-Hazard, fuel mitigation projects or Severity/Preparedness
- time Contractor is under the direction/control of the NCFS including ordered standby
- time Contractor is under ordered rest by the direction of the NCFS to keep the Contractor on the assigned incident to comply with length of assignment guidelines. (not to exceed 8 hrs./day of ordered rest).

The Contractor is paid for all on shift time from the beginning of shift until the end of shift, except for meal breaks which are not ordinarily compensable.

In certain situations, meal breaks may be compensable. These situations are the exception, not the rule. Personnel on the fireline may be compensated for their meal break if ALL the following conditions are met:

- The fire is not controlled
- The meal break is approved by the NCFS Representative supervising the Contractor
- Payment for the meal break is documented on the Crew Time Report

Compensable meal breaks include time spent eating while traveling to the incident if the personnel were not able to have a continuous 30 minutes of uninterrupted time to eat without fire suppression, all-hazard or other work duties being compromised. This must be documented on the Crew Time Report to accompany invoices.

Meal breaks are not compensable while on Severity/Preparedness assignments.

Mobilization and Demobilization:

Contractor will be paid from Point of Hire to the reporting location for Mobilization and from the release point to the Point of Hire at the time of release in accordance with the below:

Mobilization Costs- The NCFS will pay costs associated with mobilization at the rates specified in the contract, per person listed on the crew manifest at time of mobilization. Payment will be made for travel time, as specified in subparagraph, from the point of hire, to the reporting location identified in the order.

Demobilization Costs- The NCFS will pay costs associated with demobilization at the rates specified in the contract, per person listed on the crew manifest at time of demobilization. Payment will be made for travel time as specified in subparagraph, from the reporting location identified in the order to the point of hire.

Note: If the crew is reassigned to another incident at time of demobilization (i.e, release from assignment), the NCFS will pay for travel time to the new incident. The NCFS will pay for travel time to return the crew from the new incident to the original point of hire.

Rest Overnight (RON)- Overnight Allowance is authorized while in travel status when the Contractor cannot reach an assigned destination due to the Incident Operation Driving Guidelines driving limitations. If RON is authorized the NCFS will calculate the time from release point to RON location and document on the CTR for that Day. Any remaining travel time on the proceeding day(s) will be documented in the same manner.

Travel Time- Travel time will be measured using the most direct route taken from Google Maps rounded up to the nearest 15 min increment multiplied by a factor of 1.1 (110%). (The additional 10% is provided to compensate for travel conditions that Google Maps does not take into consideration).

Documentation of extended travel time will be documented by the Contractor.

Example: Google maps shows travel time from point A (point of hire or reporting location) to point B (reporting location or point of hire) as 14 hours and 37 minutes. This will be rounded up to the nearest 15 min increment (14 hours and 45 minutes) and multiplied by 1.10 ($14.75 \times 1.10 = 16.225$). The 16.225 will then be rounded up to the nearest 15 min increment (16.25). Thus, resulting in 16 hours and 15 min of allowable travel time. If the crew must RON due to the Incident Operation Driving Guidelines driving limitations, then this travel time will be documented on two crew time reports. (e.g. If Day 1 of travel showed 9 hours of travel time from point A to the RON location, then Day 2 of travel would show 7 hours and 15 min of travel time from RON location to point B.)

No additional cost will be paid for mobilization and demobilization.

Crew Downgrade Clause:

The NCFS may allow the Contractor to operate with less than 18 crew members for a short period of time. This option is for the NCFS to still receive services while the Contractor replaces crew members that are no longer fit for duty. This may include injuries or employees being released from the incident for violating any other terms of this contract. (If allowed the NCFS will only pay the number of crew members as listed on the crew time report for that period).

With the exception of crew size, at any time when the Contractor is not in strict compliance with the requirements of Table 2, Minimum Crew Requirements, the NCFS will determine if the Contractor meets the standards of Table 33, Minimum Crew Requirements–Type 2, and may downgrade the Contractor from Type 2-IA to a Type 2 crew and may at its discretion:

- continue to employ the Contractor if on assignment, or
- release the downgraded Contractor

If the NCFS agrees to accept the Contractor as a Type 2 crew, the Contractor will not be deemed noncompliant.

When the crew is downgraded from Type 2-IA to Type 2, the NCFS will deduct 10% from the hourly rate and will pay at the lower rate until the requirements in Table 2 are met. The deduction shall be clearly documented on the Crew Time Report, by the NCFS Representative responsible for supervising the crew.

Daily Guarantee for the Contractor:

For each calendar day the Contractor is under-hire, the NCFS shall pay no less than the following: (8 hours) x (number of crew members) x (full contracted hourly rate) or the actual time worked rounded up to the next ¼ hour, whichever is greater.

Noncompliance:

If the Contractor does not pass inspection at the incident or designated inspection location, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by NCFS representatives to bring the Contractor into compliance. If the Contractor does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the Contractor was not available. Upon rejection, resource will not be statused as available until such time that the NCFS agrees the Contractor is brought into compliance and re-inspected at the NCFS's convenience. Repeated noncompliance issues may be grounds for termination of the contract.

If at any time after acceptance at the incident, the Contractor subsequently becomes noncompliant, and therefore cannot perform work under this contract, the Daily Guarantee shall not apply, and the Contractor will be paid only for the actual hours worked prior to becoming noncompliant. The Contractor may be given 24 hours or time frame designated by NCFS

representatives to bring the CONTRACTOR into compliance. If the CONTRACTOR cannot become compliant, no payment will be made for travel to return to the point of hire, or for the time that the CONTRACTOR was not available.

Operational Briefings:

Only the Crew Boss is required to attend operational period briefings and therefore is entitled to payment for this time. A maximum of four persons per crew may attend the briefings with compensation if such is requested by the NCFS in advance and **APPROVED IN WRITING** on the Crew Time Report. The following positions apply: Crew Boss or Trainee, and Squad Boss or Trainee and ICT5. Trainees must have an initiated Task Book and be listed on the Crew Manifest as such and must be acknowledged and documented upon check-in at the incident.

During rare occasions, briefings may be ordered by the NCFS for the entire crew. When entire crew briefings are ordered by the NCFS, the order must be in advance and approved in writing on the Crew Time Report.

Off-Shift Duties:

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

Withdrawal of a Crew by the Contractor:

The NCFS will incur no further obligation for payment for unauthorized withdrawal of a Contractor from an incident or project assignment. If the Contractor withdraws the Contractor before the NCFS inspects and accepts the resource, then no payment for travel to and from the incident or project site will be paid. In cases where the Contractor unilaterally decides the crew must be removed, the Contractor is required to coordinate with the Incident Management Team (IMT), NCFS, or user unit authority, and must document the reason for removing the crew from work. The determination as to whether the removal is authorized will rest with the IMT, the NCFS, or user unit authority whose decision will be forwarded to the NCFS for final determination.

Overnight Allowance, Meal Allowance and Entitlement to Per Diem:

Overnight Allowance/Meal Allowance and/or Per Diem may be authorized under the following conditions:

Overnight Allowance:

If authorized by the user unit, incident commander or the NCFS and properly receipted and invoiced, actual lodging expenses (double occupancy) incurred by the Contractor are reimbursable. While in travel status to or from incidents actual lodging expenses are reimbursable. For any lodging expenses invoiced at single occupancy, the reimbursement payment shall be reduced by 50% for each room singly occupied. If the Contractor has an odd number of male or female crew members an additional room may be authorized.

Any associated lodging taxes are reimbursable as documented on the lodging invoice.

Notwithstanding the user unit authorization above, the Overnight Allowance is authorized while in travel status when the Contractor cannot reach an assigned destination due to the Incident Operation Driving Guidelines driving limitations.

Meal Allowance:

The hourly rate per person for this agreement should factor in the cost of meals. The NCFS will not accept reimbursements for meals for the duration of this contract.

Meals provided to the Contractor on incidents will be documented by the incident commander and sent to the Contractor and the NCFS Region 3 operations room. The cost of meals provided to the Contractor will be deducted from the monthly invoice ,for time worked for the Contractor for the month that meals were received.

CREW TRANSPORT VEHICLES:

Contractor shall provide vehicles for ground transportation that meet all applicable state and Federal laws relating to motor vehicles. Crew vehicles must be all-wheel drive if these are single wheel rear axle type but may be rear-wheel drive if dual-wheel rear axle type. Crew vehicles must be capable of providing reliable transportation to and from the fire line. Contractor shall provide a MINIMUM of four (4) vehicles to allow for division of the crew into subunits. School type buses are not acceptable. Vehicles that become inoperable will be towed at the Contractor's expense. The NCFS reserves the right to conduct safety inspections of Contractor vehicles at any time during the Mandatory Availability Period. (Due to safety concerns 15 passenger vans are not allowed). NOTE: If a van has the same chassis size and/or are similar in length and width when parked side by side

as a 15-passenger van, then it would not be allowed. Any van having the potential to carry passengers and/or cargo the same as a 15 passenger/high capacity van is not allowed.

EQUIPMENT:

HAND TOOLS

Contractor must ensure that each crew arrives with the appropriate personal protective equipment (PPE), fire shelters, and the minimum number and types of serviceable tools in good condition meeting the minimum standards specified in Table 1, below.

Table 1 Required Hand Tools

Hand Tool Description		Number Required Per Crew
Pulaski	3/3/4 lb. Head, 36" Handle	10
Combi or McLeod	3 lb. Head, 36" Handle	5
Shovel	Size 0 or 1, Round Point	8
Power Saw	With Fuel, Oil, ad Kit	3
First Aid Kit	10 person, Belt type (must meet OSHA 1910.266)	2
Drip Torch	With Fuel	4
Fire Rake	36" Handle	18
Leaf Blower	Backpack style	4

CHAINSAW KIT

Three chainsaw kits are required for each Type-2 IA. Each kit shall consist of a chainsaw with a minimum 24-inch bar and 3.44 cubic inch size motor, chaps (meeting USFS Specification 6170- 4F or later, or certified to NFPA 1977), extra chain, chainsaw wrench, and appropriate size, round and flat sharpening files. A falling axe and falling wedges are required.

PROGRAMMABLE RADIO

Fire Suppression/All-Hazard Assignments: Contractor shall have a minimum of four handheld programmable radios with programming cables and software to facilitate communications between other incident and crew personnel. Radios must be capable of communicating within a minimum frequency range from 148 MHZ to 174 MHZ on established Federal and state frequencies. Modified radios are not acceptable. Only radios listed on the National Interagency Fire Center's National Interagency Incident Communications Divisions' website <http://www.nifc.gov/NIICD/index.html> are approved. At least two fully charged battery packs per radio are required at the beginning of each shift.

Contractor supplied batteries must operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries. Frequencies will be installed by the NCFS at the incident and frequencies will be removed prior to demobilization from the incident. Contractor must 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 NCFS assigned frequencies for other than performance under this contract.

Severity/Preparedness and Project Work Assignments: Contractor will be responsible for assigning the programming for their radios at the start of Severity/Preparedness and Project Work assignments and will be responsible for removing the programming prior to leaving the assignment. This programming direction is applicable to only Severity/Preparedness and Project Work assignments.

CREW REQUIREMENTS

Contractor shall provide properly trained crews, consisting of 20 persons. The crews are always required to have 20 crew members. However, the NCFS at its option may allow the Contractor to operate with no less than 18 crew members. Each crew shall be directly supervised on site by one Crew Boss (CRWB), and three (3) Incident Commander, Type 5 (ICT5). The remaining crew members must meet all other minimum requirements listed in Tables 2 and 3. All crew personnel must be trained and qualified with training records maintained in accordance with the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide PMS 310-1.

Table 2. Minimum Crew Requirements for Type 2-IA Mobilization

Standard	Minimum Requirement
Fire Line Capacity	Initial Attack; crew can be broken up into squads; fireline construction; firing to include burnout.
Crew Size	18-20 Persons
Leadership Qualifications	1 CRWB and 3 ICT5
Experience	At least 20% of the crew must have one season or more experience
Full Time Organized Crews	Mandatory Availability Period, as required herein
Communications	4 Programmable Radios
Sawyers	3 qualified sawyers (FAL3, FAL2, FAL1) Minimum FAL3 qualification
Training	Basic firefighting training and/or annual fire fighter refresher
Fitness Standard	Arduous
Maximum Crew Weight	5,300 lbs. (including gear)
Dispatch Availability	Available during Mandatory Availability Period
Production Factor	0.8 (reference Fireline Handbook 410-1)
Tools and Equipment	Contractor Supplied (see table 1.)
Personnel Gear	Contractor Supplied
Transportation	Contractor Supplied
PPE	Contractor Supplied

Table 3. Minimum Crew Requirements for Type 2 Mobilization

Standard	Minimum Requirement
Fire Line Capacity	Initial Attack; fireline construction, firing as directed.
Crew Size	18-20 Persons
Leadership Qualifications	1 CRWB and 3 FFT1
Experience	At least 60% of the crew must have one season or more experience
Full Time Organized Crews	Mandatory Availability Period, as required herein
Communications	4 Programmable Radios
Sawyers	3 qualified sawyers Minimum FAL3 qualification
Training	Basic firefighting training and/or annual fire fighter refresher
Fitness Standard	Arduous
Maximum Crew Weight	5,300 lbs.
Dispatch Availability	Available during Mandatory Availability Period
Production Factor	0.8 (reference Fireline Handbook 410-1)
Tools and Equipment	Contractor Supplied (see table 1.)
Personnel Gear	Contractor Supplied
Transportation	Contractor Supplied
PPE	Contractor Supplied

POSITION QUALIFICATION REQUIREMENTS:

This section describes the training and qualifications that each firefighter must have before they can be certified in each Incident Command System (ICS) position required under this Contract. The qualifications defined are for the ICS positions of Single Resource Boss-Crew (CRWB); Incident Commander Type 5 (ICT5); Advanced Firefighter/Squad Boss (FFT1); and Firefighter (FFT2). Table 4 identifies the sequence for training and experience requirements to become certified in each position required under the terms of this contract.

SINGLE RESOURCE BOSS-CREW (CRWB)

(1) REQUIRED TRAINING

- ICS for Single Resources and Initial Action Incidents (ICS-200)
- Intermediate Wildland Fire Behavior (S-290)
- Crew Boss (Single Resource) (S-230)
- Annual Fireline Safety Refresher (RT-130)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

- Followership to Leadership (L-280)
- Basic Air Operations (S-270)
- Interagency Incident Business Management (S-260)
- Firing Operations (S-219)

(3) EXPERIENCE

Satisfactory performance as Advanced Firefighter/Squad Boss (FFT1) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on Type 4, 3, 2, or 1 incidents or Moderate or High Complexity prescribed fires.

After the FFT1 has completed this experience requirement they may be considered for becoming a Trainee CRWB.

AND

Satisfactory position performance as a Single Resource Boss - Crew (CRWB), supervising a minimum of 18 firefighters, on wildfire or prescribed fire incidents, documented in Position Task Book (PTB) that consisted of:

- At least three (3) training/evaluation assignments on Type 4, 3, 2, or 1 incidents, or Moderate or High Complexity prescribed fires, and all hazard incidents.
- At least three (3) training/evaluation assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on Type 4, 3, 2, or 1 incidents.

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS CRWB, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE CRWB CERTIFICATION*

- Any Single Resource Boss
- Incident Commander Type 4 (ICT4)

*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

INCIDENT COMMANDER TYPE 5

Note: The Firefighter Type 1 (FFT1) AND Incident Commander Type 5 (ICT5) Position Task Books are combined. However, the positions have not been combined. The FFT1 Tasks are completed only once; additional tasks must be completed to meet the ICT5 level. The FFT1 and ICT5 tasks can be completed simultaneously. The required experience is satisfactory performance as a Firefighter Type 2 (FFT2).

(1) REQUIRED TRAINING

- ICS for Single Resources and Initial Action Incidents (ICS-200)

- Firefighter Type 1 (S-131)
- Annual Fireline Safety Refresher (RT-130)
- (2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS
- Portable Pump and Water Use (S-211)
- Power Saws (S-212)
- (3) EXPERIENCE

Satisfactory performance as Firefighter (FFT2) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline). A total of at least fifteen (15) operational periods with ten (10) of those periods on any (Type 1-5) incident.

AND

- Satisfactory completion and certification of PTB as an Incident Commander Type 5 (ICT5) while supervising a minimum of four (4) firefighters, on wildfire incidents, documented in PTB that consisted of:
- At least three (3) training/evaluation assignments on any (Type 1-5) incidents.
- At least three (3) training/evaluation assignments that had at a minimum, one operational period requiring suppression action on active flame (hotline).

(1) PHYSICAL FITNESS

Arduous

(2) ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT1 CERTIFICATION*

- Firefighter Type 1 (FFT1)
- Incident Commander, Type 4 (ICT4)

*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

(1) REQUIRED TRAINING

- Firefighter Type 1 (S-131)
- Annual Fireline Safety Refresher (RT-130)
- (2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS
- Firing Operations (S-219)
- Portable Pump and Water Use (S-211)
- Power Saws (S-212)
- (3) EXPERIENCE

Satisfactory performance as Firefighter (FFT2) that consisted of:

- At least three (3) incident assignments that each had one operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those periods on any (Type 1-5) incidents.

AND

Satisfactory position performance as an Advanced Firefighter/Squad Boss (FFT1), supervising a minimum of four (4) firefighters, on wildfire or prescribed fire incidents, documented in PTB that consisted of:

- At least three (3) training/evaluation assignments on any (type 1-5) incidents.
- At least three (3) training/evaluation assignments that each had one
- operational period requiring suppression action on active flame (hotline).
- A total of at least fifteen (15) operational periods with ten (10) of those

- periods on any (Type 1-5) wildfire, prescribed fire and all hazard incidents.

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS FFT1, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT1 CERTIFICATION*

Incident Commander Type 5 (ICT5)

Any Single Resource Boss

*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

FIREFIGHTER (FFT2)

(1) REQUIRED TRAINING

- Basic Firefighter training
- Introduction to ICS (I-100)
- Human Factors on the Fireline (L-180)
- Introduction to Wildland Fire Behavior (S-190)
- Firefighting Training (S-130)
- Annual Fireline Safety Refresher (RT-130) Note: Not required for first year FFT2
- National Incident Management System (NIMS) and Introduction (IS-700.a)

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND KILLS

None

(3) EXPERIENCE

None

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS FFT2, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FFT2 CERTIFICATION*

- FFT1
- FAL3
- ICT5

*Each firefighter must have at least one qualifying assignment every five (5) years to maintain a current certification in this position.

INCIDENT SAWYER*

(1) REQUIRED TRAINING

- Power Saws (S-212)
- Annual Fireline Safety Refresher (RT-130)
- First Aid and CPR (required by OSHA 1910.266 Appendix B for all fallers under logging operations.

(2) ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS

Demonstrate competency as FAL1, FAL2, or FAL3

(3) EXPERIENCE

Minimum FFT2 Qualified

(4) PHYSICAL FITNESS

Arduous

(5) ONCE CERTIFIED AS FAL1, FAL2, or FAL3, OTHER ASSIGNMENTS THAT WILL MAINTAIN CURRENCY OF THE FALLER CERTIFICATION

An initial certification is required for all falling position (FAL1, FAL2, and FAL3) qualifications, and every three years following initial certification.

The chainsaw may be used by the crew only for fireline construction, mop-up, or clearing access routes and emergency escape routes, storm debris clean-up and light project work such as small tree thinning and brush removal. Contractor chainsaw

operators under this contract shall not be assigned to perform as danger/hazard tree fallers beyond what is necessary to safely complete the tasks listed above (Incidental danger/hazard tree falling). Contractor chainsaw operators may fall those danger/hazard trees, potential danger/hazard trees, and trees that represent a threat to the line or a clear and present danger/hazard to personnel in furtherance of the above tasks and within their training and qualifications. As with all trees, only a trained and competent faller should attempt to fall a danger/hazard tree. All fallers including Contractor chainsaw operators, have the obligation to refuse to cut any tree that they cannot safely fall and that is within the scope of their skills and qualifications. Crew chainsaw operators may not leave crew to perform as faller for another crew.

ADDITIONAL REQUIREMENTS:

- (1) Forest Service Fireline Safety Refresher Training Annual Fireline Safety Refresher Training (RT-130) is required for all positions as identified in FSFAQG and the Wildland Fire Qualifications System Guide (NWCG 310-1). Forest Service has extended this requirement to 13 months. Annual Fireline Safety Refresher Training is provided to recognize hazards and mitigate risk, maintain safe practices and to reduce accidents and near misses. The intent of the annual fireline safety refresher training is to focus suppression and prescribed fire personnel on operations and decision-making issues related to incident safety. Annual Fireline Safety Refresher Training must include the following core topics:

Core Topics Examples

Avoiding Entrapments: Use training and reference materials to study the risk management process as identified in the Incident Response Pocket Guide as appropriate to the participants, e.g., LCES, Standard Firefighting Orders, Eighteen Watch Out Situations, Wildfire Decision Support System (WFDSS) direction, Fire Management Plan priorities, etc. Current Issues Review and discuss identified "hot topics" as found on the current Wildland Fire Safety Training Annual Refresher (WFSTAR) website. Review forecasts and assessments for the upcoming fire season and discuss implications for firefighter safety. Fire Shelter Review and discuss last resort survival including escape and shelter deployment site selection. Conduct "hands-on" fire shelter inspections. Practice shelter deployments in applicable crew/module 18 configurations. Other Hazards and Safety Issues Choose additional hazard and safety subjects, which may include SAFENET, current safety alerts, site/unit specific safety issues and hazards. These core topics must be sufficiently covered to ensure that personnel are aware of safety concerns and procedures and can demonstrate proficiency in fire shelter deployment. The NCFS has no minimum refresher training hour requirements. Core topics shown above should reflect the quality of the material used and not the quantity. Further guidance can be found in the most current version of the Interagency Standards for Fire and Fire Aviation Operations located on the Forest Service Fire & Aviation Management Publications website:

<http://www.fs.fed.us/fire/publications/index.html> Additional information can be found on the Wildland Fire Safety Training (WFSTAR) website: [RT-130, Wildland Fire Safety Training Annual Refresher \(WFSTAR\) | NWCG](#)

- (2) National Incident Management System (NIMS) IS-700.a overview course is required under this contract for all positions. The NIMS IS-700.a course in English and Spanish may be obtained online at: [FEMA - Emergency Management Institute \(EMI\) Course | IS-700.B: An Introduction to the National Incident Management System](#)

- (3) Position Task Books may be initiated at any time. All required prerequisite experience must be completed before the firefighter can begin working on the Position Task Book for the next higher position. A firefighter may work on only one Position Task Book at a time, however, experience requirements that are shared by both ICT5 & FFT1 may be achieved concurrently and do not need to be repeated for each position separately.

- (4) For FFT1 Trainee and CRWB Trainee positions, only three training positions will be permitted per crew on each incident assignment. The coach/evaluator must be fully certified in the position(s) they are coaching or evaluating. Any trainee positions must be clearly identified on the Crew Manifest.

- (5) All training received by Contractor's employees must meet the course content and instructor standards listed in PMS 907 Course Coordinator Guide and PMS 901-1 Field Managers' Course Guide.

- (6) The Contractor is required to maintain a complete record of each employee's training and experience. Training and experience records shall, at a minimum, include course certificates required as a prerequisite for the position the employee is occupying, completed Position Task Books showing proof of final evaluation and certification by a qualified Coach/Instructor,

documentation of Annual Safety Refresher Training and Work Capacity Fitness Tests, and any performance evaluations received. Training and experience records for employees separated from the company must be maintained for a minimum of three years after the date of separation. The NCFS reserves the right to inspect training and experience records and evaluate firefighter qualifications at any time during each contract period. The NCFS is not responsible for certifying or maintaining qualification records for Contractors or Contractor's employee(s).

Table 4: Position Requirements

ICS Position	Minimum Requirement
Firefighter FFT2	1. Complete S-130, S-190, I-100, L-180, and IS-700.a training. 2. Pass Work Capacity Fitness Test (Arduous). 3. Complete Annual RT-130 training. Note: Not required for first year FFT2. 4. Firefighter becomes certified as a FFT2.
Advanced Firefighter/ Squad Boss FFT1	1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of these on any Type 1-5 incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience. 2. Eligible to become a FFT1 Trainee once above requirements are met. 3. Complete S-131. 4. Firefighter becomes a FFT1 Trainee. 5. Complete Annual RT-130 training. 6. Pass annual Work Capacity Fitness Test (Arduous). 7. As an FFT1 Trainee, work on at least three (3) training/evaluation assignments on any Type 1-5 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on any Type 1-5 incidents and complete the FFT1 task book. This meets requirement for satisfactory position performance as an FFT1. 8. Firefighter becomes certified as an FFT1/Squad Boss.
Incident Commander Type 5 ICT5	1. Work on at least three wildfire incidents that include hotline activities and total at least fifteen (15) Operational Periods, 10 of these on any Type 1-5 incidents. This meets requirement for satisfactory performance as FFT2 and one season of experience. 2. Eligible to become a FFT1 Trainee once above requirements are met. 3. Complete S-131, ICS-200. 4. Firefighter becomes an ICT5 Trainee. 5. Complete Annual RT-130 training. 6. Pass annual Work Capacity Fitness Test (Arduous). 7. As an ICT5 Trainee, work on at least three (3) training/evaluation assignments on any wildfire incidents Type 1-5 that included hotline activities and total at least 15 Operational Periods, 10 of these on any Type 1-5 incidents, and complete the FFT1/ ICT5 task book. This meets requirement for satisfactory performance as an ICT5. 8. Firefighter becomes certified as an ICT5.
Crew Boss CRWB	1. Work on an additional three (3) wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on Type 3, 2, or 1 fires. This meets the satisfactory performance requirement as FFT1/Squad Boss. 2. Eligible to become a CRWB Trainee once above requirements are met. 3. Complete S-230, S-290, and ICS-200. 4. Firefighter becomes a CRWB Trainee. 5. Complete Annual RT-130 training. 6. Pass annual Work Capacity Fitness Test (Arduous). 7. As a CRWB Trainee, work on at least three (3) training/evaluation assignments on Type 4, 3, 2, or 1 wildfire incidents that included hotline activities and total at least 15 Operational Periods, 10 of these on Type 4, 3, 2 or 1 incidents and complete the CRWB task book. This meets requirement for satisfactory position performance as a CRWB. 8. Firefighter becomes certified as a CRWB.
Incident Sawyer	1. Minimum FFT2 qualified 2. Complete S-212 training. 3. Demonstrate performance as FAL1, FAL2, or FAL3. 4. Complete Annual RT-130 training. 5. Pass annual Work Capacity Fitness Test (Arduous). 6. First Aid and CPR (OSHA 1910.266 Appendix B for all fallers under logging operations).

* Position Task Books for firefighter certification may be initiated prior to attending classroom training.

SAFETY STANDARDS, PERSONNEL REQUIREMENTS, PERSONAL PROTECTIVE EQUIPMENT, WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES-

The following minimum contract standards shall always be upheld. The Contracting Officer or their designated representatives will consider individuals who cannot meet these minimum requirements as unsafe and may remove the individual or, if necessary, the entire crew from the work site in accordance with the terms of this contract.

(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.

(b) **SMOKE AND CARBON MONOXIDE-** For information on this subject consider the following: Technology and Development Program, Publications, (406) 329-3978, and ask for the publication 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 required 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.

(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-** Contractor is responsible for ensuring all personnel arrive at the incident fully outfitted with the proper Personal Protective Equipment (PPE) as prescribed in this section and fully prepared to perform under the terms of this contract. Contractor shall be responsible for ensuring that PPE is operable and maintained in good repair throughout the duration of any assignment. Protective clothing will be maintained in good repair and be cleaned at enough intervals to preclude unsafe working conditions. If the NCC, upon arrival or during the incident does not have the required PPE, the NCC will be considered noncompliant. Contractor is responsible for ensuring that all personnel arrive with the following PPE:

(1) **BOOTS:** Leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).

(2) **Wildland Firefighter's Helmet:** (NFPA) 1977 compliant helmet. Or Equivalent hardhat meeting ANZI Z89.1-2003 Type 1, Class G or ANSI Z89.1-2009 Type 1, Class G All helmets must be equipped with a chin strap.

(3) **GLOVES:** One pair of heavy-duty leather work gloves.

(4) **EYE PROTECTION:** One pair (must meet standards ANSI Z87.1, latest edition).

(5) **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 dB, i.e. during chainsaw operation.

(6) **HEAD LAMP:** With batteries and attachment for mounting to hard hat.

(7) **CANTEEN or CONTAINER:** At least two (2) quart size canteens full of water, four (4) is recommended.

(8) **FIRE SHELTER (M-2002):** One per person (must be manufactured in accordance to FS specification 5100-606 and certified by Underwriters Laboratory (UL)). Fire Shelter information at www.NIFC.gov/fireShelt/fshelt_main.html or contact US Forest Service Missoula Technology and Development Center at 406-329-3900.

(9) **FLAME RESISTANT CLOTHING:** A minimum of two full sets of flame-resistant shirt and pants. For routine fireline duties, flame resistant clothing must:

- a. Self-extinguish upon removal from a heat source.
- b. Act as an effective thermal barrier by minimizing conductive heat transfer.
- c. Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
- d. Be manufactured from flame resistant material such as; aramid (Nomex™), para-aramid (Kevlar®) or other similar fabric. Note: It is recommended that firefighters wear a short-sleeved t-shirt, underwear, and socks under flame resistant clothing. T-shirt, underwear, and socks should be made of 100% cotton, wool, or a 100% flame resistant blend of fibers.

(10) **CHAIN SAW CHAPS:** For each firefighter who operates a chain saw, chain saw chaps must be worn during saw operations. Chain saw protection/chaps shall meet USFS Specification 6170-4F or later, or meet the current

requirements of NFPA 1977. Chain saw chaps should be adjusted for a snug fit that will keep them positioned correctly on the legs. Chain saw chaps must be long enough to reach 2 inches below the boot tops. Proper fit and correct chap length maximize protection. Chainsaw chaps shall be maintained in accordance with MTDC Publication, Inspecting and Repairing your Chainsaw Chaps – User Instructions (0567-2816-MTDC) available at <https://www.fs.fed.us/t-d/pubs/htmlpubs/htm05672816/page01.htm>.

- (f) FIRELINE LEADERSHIP COMMUNICATIONS SKILLS All personnel in leadership positions such as Crew Bosses, ICT5's, Squad Bosses, as well as radio operators must be able to communicate fluently at a conversational level in English. Specifically:
- i. All radio communication on tactical, command, and air-to-ground frequencies will be in the English language.
 - ii. All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read, write, and speak English enough to understand and communicate in English. All supervisors must also be able to communicate in the language of the personnel they directly supervise.
- (g) INCIDENT IDENTIFICATION/ QUALIFICATION CARD Each firefighter must carry a photo identification card issued annually by the Contractor for whom the firefighter is working. This card shall be typed or printed. Information on the card must include:
- Name of the firefighter typewritten or printed. Photograph of the person, recent digitized photograph, like the size and clarity of a state issued driver's license,
 - A unique employee number (not their social security number),
 - Firefighter's full legal name,
 - List of position(s) for which the firefighter is qualified and date of qualification(s),
 - Seasons of experience,
 - English language proficiency, (See Appendix B)
 - Date the firefighter passed the Work Capacity Fitness Test,
 - Date the firefighter completed Annual Fireline Safety Refresher training,
 - Color Coded indication of firefighter's experience/qualifications,
 - Yellow for firefighters with less than one season experience
 - Red for firefighters with one season or more experience
 - Blue for Supervisory, FFT1, ICT5, Squad Boss, and Crew Boss

The Contractor must sign the firefighter's identification card certifying that the individual has met all the training requirements of this contract. In addition, each crewmember must also carry a U.S. or state government issued photo identification, such as a state driver's license, passport, state identification card, etc. at all times.

PHYSICAL DEMANDS

Work under this contract requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more. All personnel shall have passed the Work Capacity Fitness Test (WCFT) at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in less than 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 NCFS reserves the right to monitor the administration of any classroom instruction, and WCFT administered for compliance with "Work Capacity Fitness Test Instructor's Guide." The Contractor(s) must provide proof that their employee(s) has/have met this requirement upon request.

WORK/REST, DRIVING, AND LENGTH OF ASSIGNMENT GUIDELINES

Information on current work/rest guidelines, length of assignment, days off and other fire business management information can be found in the Interagency Incident Business Management Handbook. (PMS 902, NFES 2160) Use of cellular phones, global positioning systems, or other handheld electronic devices while driving is prohibited.

DESIGNATED DISPATCH POINT

The Designated Dispatch Point (DDP) is the physical address provided by the Contractor where the Contractor personnel and equipment must be located during the MAP. The DDP must be located within the maximum air mileage radius of Contractors may not change their DDP without prior written approval from the Contracting Officer. Unauthorized, unilateral relocation of a Contractor (fire chasing) during the MAP is prohibited. Contractors that have unilaterally relocated their Contractor during the MAP may be suspended at no cost to the NCFS.

INFORMATION TO BE PROVIDED TO THE INCIDENT BY CONTRACTOR (a) PASSENGER AND CARGO MANIFEST

At the time of arrival at the incident, the Contractor shall provide a complete Passenger and Cargo Manifest (SF-245) to the Finance Section and to the Planning Section or Status Check- In, listing the Contractor's name, contract number, each crew member's complete name, and departure time from point of dispatch. The Contractor must provide a new manifest when any change in personnel occurs. The new manifest must be submitted by the next operational period. (See Appendix B)

CONTRACT INFORMATION

The Contractor shall always carry a minimum of (2) two hard copies or (1) one electronic copy (on a flash drive or similar electronic storage means for ease of printing) of this contract. The Contractor shall furnish a copy of the contract award information, including the awarded Schedule of Items/Crew Summary to the Finance Section or user unit upon request.

LAUNDRY SERVICE

If the NCFS provides a laundry service at the incident, the Contractor may utilize the service at no cost.

CAMPSITE

The NCFS will not provide a camping facility to the Contractor as part of this agreement.

COMMISSARY

Not applicable.

TIMEKEEPING

Time will be recorded by the NCFS agent responsible for ordering and/or directing use of each of the Contractor's crews. Crew Bosses are expected to record time worked and supporting details for their own record-keeping. Time will be recorded to the nearest quarter hour. Travel time shall be measured using the most direct route taken from Google Maps rounded up to the nearest 15 min increment multiplied by a factor of 1.1 (110%). (The additional 10% is provided to compensate for travel conditions that Google Maps does not take into consideration)

COORDINATION

The Crew Boss is the designated representative for the Contractor on an incident regarding all matters pertaining to this contract.

FIRST AID, EMERGENCY EVACUATION, AND ACCIDENTS

- (a) The NCFS may provide first aid, but any costs associated with further medical treatment will be the responsibility of the Contractor. If Contractor personnel are injured on the fireline, the NCFS may evacuate the injured person(s). If Contractor personnel are in camp with an illness or injury and require transport to a medical facility/hospital, the associated cost of ground transport will be at the Contractor's expense. If the NCFS determines that the injury is life threatening and requires Life Flight, associated costs will be paid by the Government.
- (b) Contractor shall provide the Crew Boss with an adequate supply of appropriate insurance forms, insurance ID cards, and other documents necessary to facilitate medical treatment of Contractor personnel. Such documents must accompany the injured person(s) when a medical need arises.

VEHICLE CLEANING FOR NOXIOUS WEED CONTROL

When directed by the incident, the Contractor shall clean their vehicle(s) to remove noxious weed

seeds. Time spent by the Contractor performing this task is considered on-shift time. The NCFS will normally provide cleaning facilities. If the NCFS requires use of commercial facilities, the NCFS will reimburse the Contractor for these costs based on written receipts.

VEHICLE IDENTIFICATION

Contractor vehicles shall have external identification. The identification must be located on front driver side and passenger side doors. At a minimum, the identification must include Contractor's company name. Recognizable company logos that include the Contractor's company name are sufficient for this requirement.

PROHIBITED MARKING

The Contractor is prohibited from the use of official agency shields or markings on private vehicles or property.

PRE-USE INSPECTION

Each year prior to use of the Contractor, the NCFS may conduct pre-use inspections of Contractors' equipment and personnel for compliance with contract specifications and conditions.

INCIDENT INSPECTION

The NCFS reserves the right to perform inspections to ensure compliance with contract requirements at any time during the contract period. Appendix A provides a copy of the Handcrew Inspection Form and form OF-296 Vehicle/Heavy Equipment Safety Inspection Checklist which may be used as needed when inspection is performed. If the Contractor does not pass inspection at the incident or designated inspection station, it will be considered noncompliant. The Contractor may be given 24 hours, or a timeframe designated by a NCFS representative to bring the Contractor into compliance. The agreed upon timeframe identified by the NCFS shall be stated on an FS-6300-12, Work Order and Notice of Noncompliance, and a copy of the form shall be forwarded to the Contracting Officer immediately.

NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the Contractor becomes noncompliant after acceptance at the incident; the Contractor may be given 24 hours (or a timeframe designated by a NCFS Representative) to bring the Contractor into compliance. The timeframe identified shall be stated on a Work Order or other written form provided by the NCFS. A copy of the form shall be forwarded to the Contracting Officer immediately.

CREW STRENGTH

(1) The NCFS prefers that the Contractor's crews are always comprised of a total of 20 persons. However, prior to mobilization, the NCFS may elect to accept an CONTRACTOR that is comprised of not less than 18 and no more than 20 crewmembers. If the Contractor agrees to add additional crewmembers to bring the crew p to the contract standard of 20 persons (or the crew size agreed upon in writing at time of dispatch); crew size must be met within 24 hours, (or a timeframe designated by a NCFS Representative). Travel time to the incident will not be paid for additional crewmembers necessary to complete a 20-person crew.

(2) If the Contractor is unable to bring crew strength to 20 persons (or the crew size agreed upon in writing at time of dispatch) within the timeframe designated by a NCFS Representative, the NCFS may, at its discretion, accept the crew, notwithstanding the fact that it is under strength. Crew size shall always consist of no less than 18 and no more than 20 crewmembers. If the crew is accepted under this subsection, Point of Hire becomes the incident for the entire crew. No travel time to the incident or return to the DDP shall be paid.

(3) If an under strength crew is reassigned by the NCFS to another incident, the NCFS will pay travel time from incident to incident and return to Point of Hire or DDP, whichever is closer.

CREW VEHICLES

The NCFS reserves the right to conduct safety inspections of Contractor vehicles at any time while under hire. Initial inspection upon arrival at an incident could result in a determination that a Contractor's vehicle is unsafe for operation. If this occurs, the vehicle will be removed from service and will be considered noncompliant. The Contractor may be

demobilized from the incident and/or suspended if contract requirements are not met. At the discretion of the NCFS Representative at the incident, the Contractor may be allowed to bring the vehicle into compliance or replace it within 24 hours, or within the timeframe identified by the NCFS Inspector. The timeframe identified shall be documented on a Work Order and Notice of Noncompliance form (FS-6300-12).

If the noncompliant vehicle is not brought into compliance or replaced within the timeframe identified, the NCFS may elect to retain the Contractor for continued service and provide the crew with transportation; in which case, the point of hire will become the incident and any additional ground transportation costs will be deducted from the Contractor's invoices.

QUALITY CONTROL/SAFETY/TRAINING PLAN

The Contractor will develop and maintain Quality Control/Safety/Training Plan meeting the below stated requirements. The Contractor will provide the Plan upon the request of the NCFS, within 48 hours of being contacted in writing by a NCFS representative.

Quality Control Plan – A Quality Control Plan shall explain how contract requirements are always met. This plan shall demonstrate a clear understanding and implementation of the following:

- Specific quality control procedures that will be followed. List methods and schedules for self-inspections.
- Techniques that will be used to ensure Key Personnel follow the quality control procedures and results are communicated to the crew.
- Records shall be kept documenting self-inspections and corrective or preventative actions taken and include copies of the self-inspection forms/checklists that will be used.

Safety Plan – A Safety Plan shall indicate a commitment to and an understanding of the full range of safety issues that will be confronted throughout the performance of work required under this contract. At a minimum the following shall be addressed:

- a) Details of drug testing programs or procedures to be utilized to insure a drug-free workforce and workplace.
- b) How the work/rest guidelines for the contract will always be met. How the risks associated with fatigued drivers will be mitigated.
- c) Training Plan – A Training Plan shall indicate how training and records keeping will be accomplished. At a minimum the following shall be addressed: How training will be provided to employees, what training is included (i.e.. annual ethics, substance abuse, harassment free workplace, etc.). When and where the training will take place.
- d) A system of records which should contain, but is not limited to, the copies of employees training certificates, tasks books, incident qualification cards and experience records.
- e) How the English-speaking requirement of the contract will be met and how productive interface with incident personnel will be accomplished.

The remainder of this page is intentionally left blank

5.2 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

NCDA&CS Point of Contact	
Name:	Jason I. Guidry
Office Phone #:	919-857-4838
Mobile Phone #:	919-302-8988
Email:	Jason.guidry@ncagr.gov

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice the Procurement Entity. Invoices will be submitted monthly and require the submittal of crew-time reports (CTR's) shown in Appendix B. The rate specified in the Schedule of Items is the rate per hour per crewperson. For

calculation of pay, time shall be recorded in 1/4-hour increments. The full contracted rate shall continue to apply (during on shift time) if the 8

Contractor is in contract compliance, and until the Contractor has been released from the incident and has returned to the point of hire.

Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Manager.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the Contract Administrator.

6.7 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	4800	Hours	November: Mandatory Crew Availability: 7 days/week 8 hours per day	\$_____/hr.____	\$_____
2.	4960	Hours	March: Mandatory Crew Availability: 7 days/week 8 hours per day	\$_____/hr.____	\$_____
3.	4800	Hours	April: Mandatory Crew Availability: 7 days/week 8 hours per day	\$_____/hr.____	\$_____
TOTAL EXTENDED PRICE					\$_____

Additional Services:

ITEM #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	4800	Hours	November: Mandatory Crew Availability: 7 days/week 8 hours per day	\$_____/hr.____	\$_____
2.	4960	Hours	March: Mandatory Crew Availability: 7 days/week 8 hours per day	\$_____/hr.____	\$_____
3.	4800	Hours	April: Mandatory Crew Availability: 7 days/week 8 hours per day	\$_____/hr.____	\$_____
ADDITIONAL SERVICES TOTAL EXTENDED PRICE					\$_____

Vendor: _____

Found at: <https://www.gsa.gov/reference/forms>

[illegible]

Example: Handcrew Equipment Manifest Form

HANDCREW EQUIPMENT MANIFEST				
Required Hand Tool Combination – All Crew Types Tools must be serviceable and maintained in good repair. Additional equipment must be shown on manifest. Use separate form if necessary.				
REQUIRED HAND TOOL COMBINATION			Required	Pre-Use
Combination: Hazel Hoe - Combi Reinhardt - McLeod	3 lb. Head	36" Handle	8	
Pulaski	3 ¼ lb. Head	36" Handle	10	
Shovel	Size 0 or 1 Round Point	Long Handled	8	
First Aid Kit	10-person, Belt Type, Meeting OSHA Standards		2	
Drip Torch	With Fuel. Permanently cast or engraved with UN standard		4	
Power Saw	With Gas and Oil	Minimum 24" (NCC) Minimum 18" (T2C) bar 3.44 Cubic Inch Motor	3	
Chain Saw Kit	Chaps, Extra Chain, Srench, File, Falling Axe and Falling Wedges		3	
Backpack Type Leaf Blower (Region 8)	Power - 2.0 kW/2.7 hp - Displacement - 40.2 cm/2.5 cu. inch or greater. Air Volume at Tube-340 CFM or greater. Air Volume at Housing – 589 CFM or greater. Minimum Air Velocity – 175 MPH or greater.		3	
Fire Rake (Region 8)			10	
POWER SAWS – 3 Required Per Crew				
MAKE	MODEL		SERIAL NUMBER	
PROGRAMMABLE RADIOS Including Cloning Cable (4 Required Per Crew)				
MAKE	MODEL		SERIAL NUMBER	
ADDITIONAL EQUIPMENT				
PERSONAL PROTECTIVE EQUIPMENT Per Crew Member				Pre-Use
				Yes
				No
BOOTS: Leather, lace-up. Minimum 8" High with Lug Soles. (Steel toed boots are not acceptable)				
HELMET: Wildland Firefighter's Helmet- listed in a current or past edition of the GSA Wildland Fire Equipment Catalog Or hardhat meeting (NFPA) 1977 or equivalent hardhat meeting ANSI Z89.1-2003/2009 Type 1 Class G				
GLOVES: One pair, heavy-duty leather.				
EYE PROTECTION: One pair, meets standards ANSI Z87, latest edition.				
HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB				
HEADLAMP: With Batteries and Attachment for Helmet.				
FLAME RESISTANT CLOTHING – 2 sets per person (shirt and pants)				
CANTEEN: One-Quart size Canteen. Full of water, one is required, two are recommended.				
FIRE SHELTER: National Fire Protection Association (NFPA) approved.				

Example: Vehicle/Heavy Equipment Pre-Use Inspection Checklist Form

VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

GENERAL EQUIPMENT INFORMATION	
1. INCIDENT NAME/NO.	2. RESOURCE ORDER NO.
3. CONTRACTOR NAME	
4. AGREEMENT NO.	5. EXPIRATION DATE
6. MAKE/MODEL	7. EQUIPMENT TYPE
8. VIN/SERIAL NO.	9. LICENSE NO./STATE

Section I—HEAVY EQUIPMENT	Acceptable	
	YES	NO
1. ROPS, roll-over protection system: Manufacturer-approved system secured to mainframe of tractor. Must include approved seat belts.	*	
2. Gauges and lights: mounted and function properly.	*	
3. Battery: check for corrosion, loose terminals, and hold downs.		
4. Engine running: check oil pressure, knocks and leaks.		
5. Sweeps, deflectors, safety screens, glass.	*	
6. Steering components: tight, free of play.	*	
7. Brakes: damaged, worn or out of adjustment.	*	
8. Exhaust system: equipped with a USFS-qualified spark arrester unless turbocharged.	*	
9. Fuel system: free of leaks and damage.	*	
10. Cooling system: full, free of leaks and damage.	*	
11. Fan and fan belts: check for proper tension. No fraying/cracks.		
12. Engine support, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf.	*	
13. Belly plate, radiator guards: securely mounted and free from debris.	*	
14. Final drive, transmission and differential: check for dripping.		
15. Sprocket and idlers: crack in spokes, sharp sprocket teeth, no welds.		
16. Tracks and rollers: no broken pads, loose rollers, broken flanges. Grouser height 1-1/4" min.	*	
17. Dozer and assembly: trunnion bolts missing, cracks.	*	
18. Rear hitch (drawbar): serviceable, safe.		
19. Body and cab condition: describe dents and damage.		
20. Equipment cleanliness: all areas free of flammable materials, noxious weeds, and invasive species.		
21. All hydraulic attachments: operate smoothly and all cylinders hold at extension; hose, lines, and pumps have no excessive wear and/or leaks.		
22. Backup or travel alarm (minimum 87 db).	*	
23. Oil level and condition: full and clean.		

Section II—ATTACHMENTS/PUMP/CHAINSAW/OR OTHER (Specify)	Acceptable	
	YES	NO
1. No missing/broken components, no loose hardware.		
2. Sufficient fluid levels (oil, coolant, etc.)		
3. Cutting bar: straight, chain in good condition.		
4. Cutting teeth: sharp, good repair.		
5. Pump: builds pressure, no water or oil leaks.		
6. Engine starts, idles, and shuts off with switch.		

Section V—REMARKS

(Describe all unsatisfactory items and identify by line number)

10. PRE-USE INSPECTION	
☐ Accepted	☐ Rejected
MILES/HRs _____	DATE _____ TIME _____
Inspector's printed name _____ Title _____	
Inspector's signature _____	

Section III—LIABILITY	
The purpose of this checklist is to document pre-existing vehicle/equipment condition and to determine suitability for incident use. I hereby acknowledge full responsibility and liability for the operation and mechanical condition of the vehicle/equipment described herein.	
Operator's printed name _____ Title _____	
Operator's signature _____ Date _____	

Section IV—TRANSPORT OR SUPPORT VEHICLES	Acceptable	
	YES	NO
1. "DOT" or CVSA inspection in the last 12 months (if required).	*	
2. Gauges and lights: mounted and function properly.	*	
3. Seat belts: operate properly for each seating position.	*	
4. Glass and mirrors, no cracks in vision.	*	
5. Wipers, washers, and horn operate properly.	*	
6. Clutch pedal: proper adjustment (if applicable).		
7. Cooling system: full, free of leaks and damage.		
8. Fluid levels (e.g. oil) and condition: full and clean.		
9. Battery: check for corrosion, loose terminals and hold downs.		
10. Fuel system: free of leaks and damage.	*	
11. Electrical system: alternator and starter work.		
12. Engine running: check oil pressure, knocks, and leaks.		
13. Transmission: check for leaks.		
14. Steering components: tight, free of play.	*	
15. Brakes: damaged, worn or out of adjustment.	*	
16. 4-Wheel drive: check transfer case, leaks (if applicable).		
17. Drive line U-joints: check for looseness.		
18. Suspension systems: springs, shocks, other.	*	
19. Differential(s): check for leaks.		
20. Exhaust system: no leaks under cab or before turbo.	*	
21. Frame condition, body/body properly attached.	*	
22. Tires/wheels (including spare and all changing equipment) sufficient load rating, tread depth, no major damage.	*	
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23.		
24. Emergency equipment required.	*	
Fire extinguisher _____ Spare fuses _____ Reflectors _____		
25. Operator(s) properly licensed. † Expiration Date _____		
State _____ License No. _____ Class _____		
Endorsement _____ Med. Cert. Expiration Date _____		

11. RELEASE	
☐ No Damage/No Claim	
MILES/HRs _____	DATE _____ TIME _____
Operator's printed name _____ Title _____	
Operator's signature _____ Date _____	
Inspector's printed name _____ Title _____	

Contractor _____ Resource Order No. _____

Example: Transport and Support Vehicles

Section IV - Transport and Support Vehicles

Motor vehicle parts and accessories must be in Safe Operating Condition At All Times, FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges and Lights (393.82, 393.11)

- Speedometer inoperative.
- All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

- Any driver or right outboard seat belt missing or inoperative.

4. Glass and Mirrors (393.60, 393.80)

- Any discoloration not applied by the manufacturer for reduction of glare.
- Any windshield crack over 1/4" wide.
- Any crack less than 1/4" wide that intersects with any other crack.
- Any damage 3/4" or greater in diameter.
- Any 2 damaged areas closer than 3' to each other.
- Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- Any required mirror broken.

5. Wipers and Horn (393.78, 393.81)

- Wiper blade(s) fail to clean windshield within 1' of windshield sides.
- Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- Visible leak at any point.
- Fuel tank cap missing.

14. Steering (393.209)

- Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- Steering lash not within parameters, see chart in FMCSA 393.209.
- Steering column is not secure.
- Steering system: any U-joint worn, faulty or repaired by welding.
- Steering gear box is loose, cracked or missing mounting bolts.
- Pitman arm is loose, or has any welded repairs.
- Power Steering: any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- Any fluid leaks, fluid reservoir not full.

15. Brakes (393.40-393.55)

- Brake system has any deficiencies as described in FMCSA.
- Brake system has any missing, loose, broken, out of adjustment or worn out components.
- Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- Brake system has any air or fluid leaks.

18. Suspension Systems (393.207)

- Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- Any leaf spring cracked, broken, missing or shifted out of position.
- Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part of the vehicle.
- Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6" for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit).
- Any leak at any point forward of or directly below the driver and/or sleeper compartment.

21. Frame (393.201)

- Any cracked, broken, loose or sagging frame member.
- Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- Any condition that causes the body or frame to contact the tire or wheel assemblies.

22. Tires and Wheels (393.75, 393.205)

- Any body ply or belt material exposed through tread or sidewall.
- Any tread or sidewall separation.
- Any cut exposing ply or belt material.
- Tread depths less than 4/32" on steering axle.
- Less than 2/32" on any other axle.
- Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- Any tire not properly inflated or any overloaded tire.
- Any tire that comes in contact with any part of the vehicle.
- Any tire marked "Not for Highway Use".
- Wheels or rims shall not be cracked or broken.
- Stud or bolt holes on the wheels shall not be elongated.
- Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use.
- Spare fuses or other overload protective device.
- Warning devices for stopped vehicles.

25. License (393.23, 391.41)

- No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates.
- Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified.

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

The inspector shall inspect for compliance with the FMCSA, State and Local laws and regulations. Therefore, the Inspector must **ACCEPT** or **REJECT** all equipment he/she inspects.

Bid Number: 10-IFB-2245930689-TT

Vendor: _____

Example: National Type 2 and 2-IA Crew Performance Evaluation Form

Crew Name and Number		Fire Name and Number		Crew Boss (name)	
Crew Home Unit and Address			Location of Fire (complete address)		
Crew Representative		Dates on Fire		Number of Shifts Worked	
Ratings: Summarize Contractor performance and circle in the column on the right the adjective rating that corresponds to the performance rating for each rating category. The rating official shall provide comments supporting each adjectival rating assigned. *Indicate the number of shifts the crew performed Hot Line Construction. Note: To justify an Exceptional rating, you shall identify multiple significant events in each category and state how it was a benefit to the Government. However, a singular benefit could be of such magnitude that it alone constitutes an Exceptional rating. There should have been NO significant weaknesses identified.					
Quality of Services	Physical Condition	Comments regarding Quality of Service: Number of Shifts for Hot Line Construction: _____			Exceptional
	*Hot Line Construction				Very Good
	Mop-Up				Satisfactory
	Use of Safe Practices				Marginal
	Crew Organization & Equipment				Unsatisfactory
Timeliness of Performance	Other (Specify)	Comments regarding Timeliness of Performance:			Exceptional
	Specify Timeliness Issues Encountered				Very Good
					Satisfactory
					Marginal
					Unsatisfactory
Business Relations	Off Line Conduct	Comments regarding Business Relations:			Exceptional
	Working with Government				Very Good
	Working with Other Contractors				Satisfactory
	Crew Boss				Marginal
	Squad Bosses				Unsatisfactory
Additional Comments Regarding Outstanding Workers, or Individuals/Areas Needing Improvement:					
Crew Boss (signature & phone number) This rating has been discussed with me.					Date
Rated By (signature)		Home Unit (address & phone number)		Position on Fire	Date

ORIGINAL – CONTRACTING OFFICER, NIFC; COPY – CONTRACTOR

Example: Key Personnel Resume Form

****Use this form to offer/replace/substitute Key Personnel****

Company Name: _____ Contract/Agreement Number: _____

Individual's Name (Proposed or Replacement Key Personnel): _____

If replacing existing contract Key Personnel, specifically identify who is being replaced (Name of Key Personnel this individual is replacing from Approved Key Personnel List): _____

Qualifications (CRWB, FFT1, ICT5, FFT2): _____

Years with Company (example 2016 to Present): _____

Brief Description of Duties: _____

RX/Wildland Fire Experience: Provide official experience records

Year	Job Title	Type of Work (Rx, WF)	Complexity Type (Type 1,2,3,4,5)	Fire Name/Number	# of Operational Shifts	# of Hotline Shifts

Education/Required Training: Provide official training documentation

Year	Course Number	Subject	Location

Sawyer Classification: _____

Completed task books: _____

Example: Evaluation Rating Definitions

Rating	Definition	Note
(a) Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(b) Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
(c) Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
(d) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
(e) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

Note 1: Plus, or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change the evaluation status.

Note 2: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

Example: English Language Proficiency Evaluation Form

ENGLISH LANGUAGE PROFICIENCY EVALUATION FORM

COMPANY NAME _____ PARTICIPANT'S NAME _____
 CONTRACT/AGREEMENT # _____ POSITION _____

Has this individual's English language proficiency been evaluated previously? YES ____ NO ____

If Yes, name of the Inspector _____ Date/Location _____

Can individual listen, understand, and respond verbally in English without interpreter?
 YES ____ NO ____

READING EVALUATION

Can individual read English? YES ____ NO ____

Document Used? IAP ____ FHB ____ IRPG ____ SA ____ OTHER: Specify _____

ENGLISH COMMUNICATION EVALUATION

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

Were Squad Bosses able to understand and follow instructions? YES ____ NO ____

Explain _____

COMMUNICATION IN LANGUAGE OF SQUAD EVALUATION

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

Were crewmembers able to understand and follow instructions? YES ____ NO ____

Explain _____

Inspector: _____ Date _____
 (Print) (Signature)

Participant: _____ Date _____
 (Print) (Signature)

ENGLISH LANGUAGE PROFICIENCY EVALUATION (see documents shown above)

(a) PURPOSE OF THIS EVALUATION

If the NCFS inspects the Contractor's crews they may perform an English Language Proficiency Evaluation as part of the inspection. If the Contractor does not pass inspection, the NCFS may suspend the crew if compliance and re-inspection cannot be accomplished in a timely manner and with minimal cost to the NCFS.

The purpose of this exhibit is to provide the NCFS and Incident Management Team (IMT) personnel with a consistent method of evaluating the English language proficiency of Crew Bosses and Squad Bosses, as well as to ascertain their ability to communicate with their non-English speaking crewmembers. This exhibit is intended to be used to evaluate ALL supervisory personnel on each crew inspected regardless of ethnicity or company affiliation.

(b) EVALUATION PROCEDURES

Use the English Proficiency Evaluation Form, attached below, to evaluate the ability of crew supervisory personnel to speak AND read English. If the individual to be evaluated can provide documentation that they have already completed this evaluation successfully, the NCFS representative as designated by the CO, may choose to accept the previous evaluation or re-evaluate the individual at the inspector's discretion. If performance issues develop relating to an individual's ability to speak and/or read English, the NCFS reserves the right to reevaluate that individual.

(1) Reading Evaluation: Select an excerpt from a wildland fire related publication or document that is three to five sentences in length that contains terminology that both a Crew Boss or Squad Boss would be expected to be familiar with. Some examples are:

- The section of the Incident Response Pocket Guide that discusses the common denominators of
- fire behavior on tragedy fires.
- The section of the Fireline Handbook that addresses supervision of other firefighters.
- Portions of a Safety Message or non-technical portions of a Fire Behavior
- Forecast from an Incident Action Plan.

Allow the individual being evaluated to read the designated material in silence (NOT OUT LOUD). When they have finished reading, give the individual a reasonable time (a minute or two) then ask the individual to explain what they have read.

(2) English Communication Evaluation: Direct the Crew Boss to give different multiple commands in English to each of the Squad Bosses. Request that the Squad Bosses

repeat these directions in English before completing assigned commands in the language of the squad.

Example: Tell Crew Boss to instruct Squad Boss 1 to have squad members 1 & 3 retrieve a specific tool then stand in specified location. Repeat with remaining

two Squad Bosses but vary tasks to prevent memorization of requested tasks.

(3) Communication in Language of Squad Evaluation: Direct Crew Boss to give different multiple commands in the language used by the squad to each of the Squad Bosses.

Request that the Squad Bosses repeat directions in English before completing assigned commands.

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

Upon completion of the evaluation, ensure that the evaluation form has been filled out completely. Three (3) copies of the completed evaluation form and distribute as follows:

- One copy will be given to the Crew Boss
- One copy will remain with the inspector
- One copy will be emailed to NCFS Contracting Officer at the NCFS Headquarters in Raleigh, NC.