



EXCLUSIVE USE TYPE 2 INITIAL ATTACK HANDCREW AGREEMENT

Appendix A

This Appendix to Agreement **DNRC-FIRE-2023-1089**, hereinafter called "Appendix A" is made and entered into between the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Management Divisions, 2705 Spurgin Road, Missoula, Montana 59804, and Rocky Mountain Fire Company, 415 N Higgins Ave. #19, Missoula, Montana 59802.

Agreement **DNRC-FIRE-2023-1089** remains fully in effect. Appendix A is in addition to the Agreement.

SECTION 1: DISPATCH/DELIVERY REQUIREMENTS

1.0 DISPATCH/DELIVERY/OPERATIONAL REQUIREMENTS

Resources under this Agreement will primarily be located and dispatched through the Northern Rockies Geographic Area. Vendor must be located in the State of Montana and within 100 miles of their home dispatch center during their MAP.

The State maintains interagency and cooperative agreements with Federal and State Agencies and private landholders. There may be times when the Vendor is ordered to incidents outside the State of Montana.

1.1 AVAILABILITY

The Vendor is responsible for maintaining their current status by informing their home dispatch center of their availability. When Vendor resources are listed as unavailable, the resources will not be eligible for dispatch or payment under this agreement. If Vendor cannot meet the minimum specifications in this Agreement, they will be considered non-compliant and will be removed from paid status.

1.2 ASSIGNMENT/PROJECT WORK

When not mobilized to an incident, crew may be utilized for project work such as thinning, unit preparation, prescribed fire, or other fire preparedness or forestry related projects. The work schedule and project details, including crew size, will be negotiated prior to each project.

1.3 ORDERING/DISPATCH PROCEDURE

Vendor's equipment cannot mobilize to an incident without a resource order for that incident. The exception to this is initial attack as directed by the host agency, which will require documentation as such on the Crew Time Report (CTR).

At the time of acceptance of the assignment, the following information will be given to the Vendor:

- a. Resource Order Number
- b. Incident Order Number and Name of the Incident
- c. Date and Time to report to the Incident
- d. Descriptive location of the designated site where Vendor will meet an incident representative (map to be provided if available)
- e. Incident contact information
- f. Fire charge code/funding code

The Vendor is required to provide a copy of their resource order, manifest, contact information and Agreement to the Plans and Finance Units upon check-in.

Prior to departing for the incident, the Vendor shall provide to Dispatch the following: name of the Crew Boss (CRWB) dispatched with the resources, a crew manifest including two contact phone numbers for the crew, and the estimated time of departure and estimated time of arrival from the point of dispatch.

Dispatch offices will provide an email copy of the resource order to the Vendor.

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

Vendor is REQUIRED to meet all date(s) and time(s) once an order has been accepted by the Vendor.

1.4 RELEASE/REASSIGNMENT

The Incident Commander will determine the priority of demobilization. When released from the incident, the Vendor shall contact the home dispatch center and report arrival time back to point of dispatch. All new assignments, including reassignments, shall come directly from the current hosting dispatch center. Vendors shall not seek out assignments from any other source. Resource orders are incident specific. The Vendor's equipment cannot mobilize to an incident without a resource order for that incident. The exception to this is for initial attack as directed by the host agency, which will require documentation as such on the Crew Time Report (CTR).

1.5 PROPERTY

Accountable and durable property will not be loaned or exchanged at the incident. The Vendor shall arrive at the incident fully outfitted and prepared to perform under the terms of the Agreement. If the resource, upon arrival at the incident or during the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Vendor may be given 24 hours, or a timeframe designated by an incident official to bring the resource into compliance.

The Vendor will be charged for consumable goods supplied by the incident and used by the resource while under hire. The cost of all consumable goods, except for those specifically listed below, shall be deducted from payment to the Vendor.

If available, the State may provide the following incident consumable goods at no cost: one-quart plastic canteens, plastic sheeting, replacement radio and headlamp batteries, and replacement meals ready to eat (MRE).

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.0 AGREEMENT TERMINATION/NON-COMPLIANCE

2.0.1 Termination for Cause. The State may, by written notice to the Vendor, terminate this agreement in whole or in part at any time the Vendor fails to perform under this agreement.

2.0.2 Workmanship. All work under this agreement shall be performed in a safe manner to a professional standard. The goal of performance under this agreement is the preparedness and suppression of wildland fire and other emergency incident responses. The Vendor may be released from an incident assignment if any Vendor employee is deemed incompetent, careless, or otherwise objectionable including in violation of the *Harassment Free Workplace Policy* (see *IFB Attachment F – Harassment Free Workplace Policy*). Documentation of the rationale for release will be provided to the Fire Contracting Officer subsequent to the action. Accordingly, the Fire Contracting Officer may require, in writing, the Vendor remove from use under this agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Fire Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this agreement.

2.1 PERSONNEL REQUIREMENTS

2.1.1 English Speaking Requirement. Communications between Vendor crew personnel and state incident personnel is mandatory for safe and effective performance. All personnel in leadership position such as CRWB, ICT5, Squad Bosses, as well as radio operators, shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the *Incident Action Plan*, *Safety Alerts*, etc. All radio communication on assigned frequencies shall be in English.

2.1.2 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. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Vendor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty.

Non-prescription and federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Vendor 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 normally result in the Vendor being released from the incident and potential suspension of their contract (see *IFB Attachment G – Drug and Alcohol*).

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (see *IFB Attachment F – Harassment Free Workplace Policy*).

2.1.3 First Aid/Emergency Evacuation/Accidents. The Vendor is financially responsible for medical coverage of employee accidents and illness. The State will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid

will be given, and further medical aid will be charged back to the Vendor. If Vendor personnel are injured, the State, at the Vendor expense, may evacuate the injured person(s). If the Vendor personnel become ill or are injured and require transport to a medical facility/hospital, the costs shall be at the Vendor's expense.

Vendor shall provide their representative with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

2.1.4 Overnight Allowance. When the incident cannot provide a campsite, and if authorized by the host agency and properly receipted and invoiced, lodging expenses incurred by the Vendor are reimbursable (double occupancy required, unless there is an odd number of male/female crew members, then single occupancy may be authorized). Reimbursement will be made up to the current standard Continental United States (CONUS) rate (standard CONUS rate information can be found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates/fy-2023-per-diem-highlights>).

While in travel status to or from an incident, lodging expenses are reimbursable with receipts, up to the current standard CONUS rate. The maximum allowable lodging rate per room is allowed, excluding taxes, and shall not exceed the current standard CONUS lodging rate. Any associated lodging taxes are reimbursable as documented on the lodging invoice.

2.1.5 Meal Allowance. When assigned to an incident, and no food and drink is provided by the incident, an allowance equal to the current standard CONUS per diem meal rate per person per day may be paid for in-state or out-of-state mobilizations. Meal allowance is paid while in travel status, but not until after the first day of travel.

When subsistence at incident camps is available, meals for Vendor's personnel will be furnished without charge. The incident will furnish meals without cost if restaurant meals are the approved method of subsistence for incident personnel.

The host agency, during demobilization and/or reassignment, may provide sack lunches to Vendor personnel without charging the Vendor.

When on project work away from Vendor's homebase, reimbursement will be issued at the standard CONUS per diem meal rate. Meal allowance is paid while in travel status, but not until after the first day of travel. Meal allowance will not be paid when crew is able to return to homebase at the end of shift.

Meal allowance information can be found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates/fy-2023-per-diem-highlights>.

2.2 SAFETY STANDARDS

2.2.1 Vendor Requirements. Each person employed by the Vendor under this agreement shall meet the following minimum requirements:

- a. All personnel shall annually complete Fireline Safety Refresher Training (RT-130) and the Work Capacity Fitness Test (WCFT) at the arduous level.
- b. All operators shall operate the equipment safely and within the manufacturer's specifications.
- c. All crewmembers shall have the required Personal Protective Equipment (PPE).

2.2.2 Work/Rest and Length of Assignment Guidelines. Guidelines are for a minimum of 2:1 work/rest ratio. Work shifts that exceed 16 hours and/or consecutive days that do not meet the 2:1 work/rest ratio, should be the exception, and no work shift should exceed 24 hours. In situations where this does occur, work/rest ratios should be resumed as quickly as possible. Shifts exceeding 16 hours must be approved by the Incident Commander. For more information on current work/rest guidelines, length of assignment, days off, and other fire business management information, see Chapter 10 of the Standards for Interagency Incident Business Management handbook (SIIBM).

Vendor is responsible for managing crew days off.

2.2.3 Emergency Incident Driving. The Vendor shall follow the driving regulations and guidelines listed in the SIIBM. The SIIBM can be found on the National Wildfire Coordinating Group's website using the following link: <http://www.nwcg.gov/pms/pubs/large.html>

The Vendor is responsible for complying with all other current federal, state, and local driving regulations.

SECTION 3: SPECIFICATIONS AND PRICING

3.0 RATES AND PAYMENTS

The fixed-price hourly bid rate of **\$46** shall include, but is not limited to, all labor costs, insurance coverages, state and federal taxes, non-compensable transportation costs, required personal protective equipment, firefighting tools, equipment, and supplies.

Payments will be made based on calendar days (0001-2400). The DNRC will be the host agency responsible for payment.

The State of Montana has thirty (30) days to pay invoices from date of receipt, as allowed by 17-8-242, MCA. Vendor shall provide banking information at the time of Agreement execution to facilitate the State's electronic funds transfer payments.

Time under hire shall start at the time the resource begins traveling (from point of hire) to the incident after being ordered. Time will end at the estimated time of arrival back to the point of hire after being released. Travel time shall be measured using the most direct route taken from an online mapping website rounded up to the nearest 15-minute increment.

3.1 DAILY GUARANTEE

Vendor will be paid a minimum guaranteed payment for each calendar day the crew is under hire. The Daily Guarantee rate will be calculated as follows:

- 8 hours x number of crew members x **\$46**
 - For the first day of dispatch and last day when released from the incident, Vendor will be compensated for actual hours worked including travel time.
 - Daily Guarantee does not apply if Vendor is in non-compliance or if the crew is unable to perform all or part of the designated shift. In such event, only actual hours worked will be paid.

3.2 TIMEKEEPING/INVOICING PROCESS

After each operation period worked, time will be legibly recorded on a Crew Time Report (CTR) in half hour increments and verified and approved by the incident representative supervising the work. It is the responsibility of the Vendor to assure delivery of the completed CTRs to the Finance Section, if applicable, and the State representative for time posting each day.

When the resource is released from the incident, the Finance Section will close out the Emergency Equipment Use Invoice (OF-286) and provide a copy to the Vendor during the demobilization process.

The DNRC will compile a payment package, including all signed originals of the Emergency Equipment Use Invoice (OF-286), CTRs, inspection forms, and a copy of the resource order.

When on project work or on standby and not assigned to an incident, time will be legibly recorded on a CTR and verified and approved by a State representative supervising the work.

3.3 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 requested by the Incident in advance and approved in writing on the CTR. The following positions apply: Crew Boss or trainee, Squad Boss or trainee, and ICT5. Trainees must have an initiated Task Book and be listed on the manifest as such. If the Incident Commander (IC) or his/her designated official request the entire crew be present during briefings, the IC or designee must document the request on a General Message form (or other official form of documentation). This official documentation of the request must be submitted with the payment package.

3.4 CREW REQUIREMENTS

Crewmembers must meet all minimum requirements listed in the table below. All crew personnel must be trained and qualified and their training records maintained in accordance with the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide PMS 310-1. Each crew shall be directly supervised on site by one (1) Crew Boss (CRWB), and three (3) Incident Commander, Type 5 (ICT5). Crew leadership will be supervised by a State or federal incident representative while on an incident.

Vendor shall ensure that all crew personnel supplied meet all applicable requirements while providing services under this Agreement. The training and experience records of all firefighters promoted to supervisory positions (CRWB and FFT1), must show on the incident qualification card.

All crewmembers provided by the Vendor under this Agreement must be at least 18 years of age.

Vendor shall provide properly trained Type 2IA crews, consisting of not less than 18 and no more than 20 persons. If at any time while assigned to an incident, crew strength is reduced to less than 18 crewmembers, the Incident may allow the Vendor to continue working and to bring the crew strength back to the agreed upon number within 24 hours. During a crew member(s) absence, the Vendor will only be compensated for each hour worked by each remaining crew member as listed on the CTR. If crew strength is not brought back to the agreed upon number within the time allowed, the Incident reserves the right to demobilize the crew and may take additional steps as deemed to be appropriate for the noncompliance.

All crews and modules must meet the NWCG 310-1 training standards for position and annual firefighting safety refresher (RT-130) and pass the WCFT at the arduous level.

Standard	Minimum Requirement
Fire Line Capability	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 60% of the crew must have one season or more experience
Full Time Organized Crews	Mandatory Availability Period only, as required herein
Communications	4 Programmable Radios
Sawyers	3 qualified sawyers (FAL3, FAL2, FAL1) Minimum FAL3 qualification
Training	Basic firefighter training and or annual firefighter safety refresher
Fitness	Arduous
Maximum Crew Weight	5,300 lbs.
Dispatch Availability	Available during Mandatory Availability Period and/or per status in IROC
Production Factor	0.8 (reference Fireline Handbook 410-1)
Transportation	See <i>Section 3.10</i> for transportation
Tools & Equipment	Vendor Supplied (See <i>Sections 3.5</i> and <i>3.6</i>)
Personal Gear	Vendor Supplied
PPE	Vendor Supplied (See <i>Section 3.8</i>)

3.5 EQUIPMENT

Vendor must ensure that each crewmember arrives at the incident with the following required equipment:

- Personal Protective Equipment (PPE), as specified in *Section 3.8 Personal Protective Equipment*
- Hand tools, as specified in *Section 3.6 Hand Tools*
- Chainsaw kit, as specified in *Section 3.7 Chainsaw Kit*
- New Generation fire shelters, one per person
- 4 programmable radios per crew, as specified in *Section 3.9 Programmable Radio*
- Crew first aid kit, two (2) 10-person kits as described in *Section 3.6 Hand Tools*
- One quart canteen, as specified in *Section 3.8 Personal Protective Equipment*
- Sleeping bag
- Line pack

3.6 HAND TOOLS

Vendor must ensure that each crew arrives with the minimum number of hand tools in good condition as specified in the table below.

Hand Tool Description		Number Required Per Crew
Pulaski	3 ¾ lb. Head, 36" Handle	10
Combi/Reinhardt/Hazel Hoe, or McLeod	3 lb. Head, 36" Handle	8
Shovel	Size 0 or 1, Round Point	8
Power Saw	With fuel, oil, and kit	3
First Aid Kit	10 Person, Belt Type (must comply with OSHA 1910.266)	2
Drip Torch	With fuel	4

3.7 CHAINSAW KIT

Three (3) chainsaw kits are required for each crew. Each kit shall consist of a chainsaw with a minimum 24-inch bar and 3.44 cubic inch size motor, chaps (certified to NFPA 1977), extra

chain, chainsaw wrench, and appropriate size round and flat sharpening files. A falling axe and falling wedges are also required.

The chainsaw may be used by the crew only for fire line 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. Crew chainsaw operators under this Agreement 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). Crew 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 crew 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.

3.8 PERSONAL PROTECTIVE EQUIPMENT (PPE)

Vendor shall ensure that all crewmembers arrive at the incident with the proper PPE, including PPE for eyes, ears, head, and extremities. All PPE shall be operable and maintained in good repair and be cleaned at sufficient intervals to preclude unsafe working conditions. Defective or damaged PPE shall not be used.

- Boots – Each crew member must wear foot protection that provides adequate traction and ankle support. Boots shall be leather, lace-up type, minimum of 8” high with lug type sole in good condition (steel toed boots are not acceptable).
- Helmet – Each crew member must wear a helmet that is NFPA 1977 compliant, or equivalent hardhat meeting ANZI Z89.1-2003 Type 1, Class G or ANSI Z89.1-2009 Type 1, Class G.
- Gloves – One pair of heavy-duty leather work gloves per person.
- Eye Protection – One pair per person.
- Headlamp – One per person, with batteries and attachment for mounting to hardhat.
- Hearing Protection – For use when sound levels exceed 85 dB, i.e., during chainsaw operation.
- Canteen/Water Container – At least two (2) quart-size per person required; four (4) per person is recommended.
- Fire Shelter – New Generation (M-2002), one per person.
- Flame Resistant Clothing (shirt and pants) – A minimum of 2 full sets of flame-resistant shirt and pants for each crew member.
- Chainsaw Chaps – All chainsaw operators must wear chainsaw chaps meeting the current requirements of NFPA 1977.

3.9 PROGRAMMABLE RADIO

Vendor shall supply a minimum of four (4) multi-channel programmable hand-held radios with programming or cloning cables and software to facilitate communications between other incident personnel. Radios must be capable of communicating within a minimum frequency range from 148 MHz to 174 MHz on established federal and State frequencies. At least 2 fully charged battery packs per radio are required at the beginning of each shift. Vendor supplied batteries must operate the portable radio through the shift. Frequencies will be installed by incident officials and frequencies will be removed prior to demobilization from the incident. Vendor shall not use incident assigned frequencies for other than performance under this Agreement. 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. Modified radios are not acceptable.

Vendor must comply with all National Telecommunications and Information Administration (NTIA) rules and regulations on all State Agency incidents and with all Federal Communications Commission (FCC) rules and regulations on all Federal Agency incidents.

3.10 TRANSPORTATION

Equipment furnished under this Agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement, the Vendor agrees that what is considered wear and tear under this Agreement exceeds what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

The State reserves the option to conduct safety inspections of Vendor vehicles at any time during the MAP.

a. The Vendor shall provide vehicles for ground transportation that meet all applicable state and federal laws relating to motor vehicles. Load Range E tires are recommended for vehicles that may be used in an off-road capacity. Crew vehicles must be all-wheel drive if single wheel axle type but may be rear-wheel drive if dual-wheel rear axle type.

Vendor shall provide a MINIMUM of four (4) vehicles to allow for division of the crew into subunits.

The Vendor is responsible for providing all fuel, oil, and maintenance, and must maintain the vehicles in good repair. Vehicles that become inoperable may be towed at the Vendor's expense.

The vehicle shall be safe (brakes, tires, headlights, turn indicators, etc.), and in good mechanical condition at the time of the pre-use inspection and all vehicle tires must have a minimum tire tread depth of 4/32 inches. Vehicles shall also be equipped with a full-size spare tire, wheel wrench, and jack.

b. Crew vehicles must be capable of providing reliable transportation to and from the fire line. School type buses and 15 passenger vans are **not** acceptable due to safety concerns. 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.

c. All drivers must possess a current driver's license, medical card, and DOT physical if required based on size of vehicle driven.

d. Prior to dispatch, the Vendor is responsible for a noxious weed free vehicle. When directed by the incident, the Vendor shall clean their vehicle(s) to remove noxious weed seeds. Time spent by the Vendor performing this task is considered on-shift time. The incident will normally provide cleaning facilities. If use of commercial facilities is required, the Vendor will be reimbursed for these costs based on receipts.

e. Vendor 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 Vendor's company name. Recognizable company logos that include the Vendor's company name are sufficient for this requirement.

f. The use of official State or federal agency shields or markings on private vehicles or property is prohibited.

3.11 AIR TRANSPORTATION

Crews dispatched by the State may be required to fly by government provided, or commercial transport to the fire location. When crews are transported by commercial air, the State shall reimburse the Vendor for air transportation costs. The Vendor will be notified that the crews are to be transported by air at the time the dispatcher places the Resource Order Request. When this occurs, the following rules MUST be adhered to.

- General Crew Information
 - If crews are required to be air transported, crews DO NOT come with hand tools. Crews shall not bring chain saws, unless specifically requested. (Refer to National Mobilization Guide NFES-2092).
 - All equipment will be inspected and weighed at the time of mobilization to ensure adherence to safe transporting procedures. NO combustible materials in motorized equipment, containers, or fusees may be loaded aboard aircraft. If chain saws are requested, they must be purged before being placed on the aircraft.
 - Crews transported by air under these provisions must wear clean clothing while traveling aboard aircraft(s) both to and from each fire location.
- Crew Manifests, Weight Policy, and Gear for all Personnel
 - Crews will be limited to a maximum of 20 people per crew.
 - All personnel mobilized and demobilized will be identified on a Passenger and Cargo Manifest Form. All crew leaders or crew representatives will always maintain a MINIMUM of four (4) accurate copies of this form. Crewmember weights will be displayed separately from baggage and equipment weights on manifest.
- Crewmembers are limited to:
 - One (1) frameless soft pack not to exceed 45 pounds
 - Web gear or briefcase (not both) not to exceed 20 pounds
 - Maximum allowable crew weight including equipment is 5,300 pounds

3.12 CAMPSITE

A designated campsite may be provided upon arrival of the crew at the incident. The Vendor is responsible for ensuring that all their personnel arrive with equipment to suit the conditions, such as tents, shelters, ground cloths, and sleeping bags.

3.13 LAUNDRY SERVICE

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