FOR DNRC USE ONLY

Maximum Amount under this Contract: **$1,500,000**

Fund Name	Source of Funds	Fund No.
Fire Suppression Fund		02847

Subclass	Org. No.	Amount
555R1	51370	$1,500,000

Contract Expiration Date: June 30, 2026

Approved

Contract No. 255115

Division WF

Legal MP

FSO SS

SPB N/A

Forestry & Trust Lands Division
Exclusive Use Type 2 Initial Attack (IA) Firefighting Hand Crew (Gold)

THIS CONTRACT is entered into by and between the State of Montana, Department of Natural Resources and Conservation, (hereinafter referred to as "the State"), whose address and phone number are 2705 Spurgin Road, Missoula, MT. 59804, (406) 542-4300 and Rocky Mountain Fire Company (Contractor), whose address and phone number are 3700 S Russell Suite #103, Missoula, MT 59801 (406) 493-5522.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term

The contract's initial term is **July 1, 2025,** though **June 30, 2026**, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has executed it in Section 34. There will be a Mandatory Availability Period (MAP) of ninety (90) consecutive days to be negotiated by DNRC and Contractor based on current and predicted fire danger.

1.2 Contract Renewal

There will be an option to renew for one (1) successive one (1) year terms if mutually agreed to by the Contractor and the State. Contract renewals will be dependent upon funding. Contract terms and MAP will be negotiated by the State and Contractor at the time of renewal.

2.1 Cost Increase by Mutual Agreement

After the contract's initial term and if the State agrees to a renewal, the parties may agree upon a cost increase. The State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. SCOPE OF SERVICES

Contractor shall provide the State one (1) **Exclusive Use Type 2 Initial Attack (IA) Firefighting Hand crew** to provide fire preparedness and suppression services for State government and federal agencies throughout the Northern Rockies Geographic Area.

4. WARRANTIES

4.1 Warranty of Services

Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule

In consideration of the Type 2 IA Hand crew services to be provided, the State shall pay Contractor upon completion of assignments. Interim payments will be made as necessary.

In No case shall the State's total cumulative payment under this contract exceed One Million Five Hundred Thousand dollars and no/100 ($1,500,000.00).

5.2 Withholding of Payment

In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 10% of the total value of the subject statement of work or applicable contract.

5.3 Payment Terms

Unless otherwise noted in the solicitation document, the State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5.4 Reference to Contract

The contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the State is not obligated to pay the invoice.

5.5 Fuel Surcharge - N/A

6. PREVAILING WAGES REQUIREMENTS

6.1 Montana Resident Preference

The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or non-construction services in accordance with 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

6.2 Standard Prevailing Rate of Wages

In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

6.3 Notice of Wages and Benefits

Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Non Construction Services 2025.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records

Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may terminate this contract under section 21, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

7.2 Retention Period

Contractor shall create and retain all records documenting the Type 2 IA Hand crew services for a period of eight years after either the completion date of this contract or termination of the contract.

8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.) Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract. Contractor is responsible to ensure that any assignee, transferee, or subcontractor is subject to all of the terms and conditions of this Contract as fully set forth. Consent of the State to assign, transfer or subcontract any portion of this Contract does not relieve the Contractor in any manner of its responsibilities under this Contract.

9. HOLD HARMLESS/INDEMNIFICATION

9.1 Claims under this provision also include any claim arising out of or in any way connected with Contractor's breach of this contract, including any claims asserting that any of the Contractor's employees are actually employees of the state or common law employees of the state or any of its agencies or political subdivisions, including but not limited to excise taxes or penalties imposed on the State under Internal Revenue Code §§ 4980H, 6055 or 6056 and any subsequent amendments or additions to these Sections. Contractor shall be responsible for implementation of all aspects of the Affordable Care Act as this Act may apply to Contractor and shall be responsible for any violations including any sanction, penalty, fee, or tax and shall indemnify the State and hold harmless and defend the State for any omission or failure of Contractor to meet its obligations under Sections 13 and 14.

9.2 Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

10. CONTRACTOR REGISTRATION (for construction) -N/A

11. CONTRACTOR WITHHOLDING (for construction) -N/A

12. REQUIRED INSURANCE

12.1 General Requirements

Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

12.2 Primary Insurance

Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

12.3 Specific Requirements for Commercial General Liability

Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1 Million per occurrence and $2 Million aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

12.4 Specific Requirements for Automobile Liability

Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by Contractor.

12.6 Deductibles and Self-Insured Retentions

The Contractor shall obtain and retain in force for the duration of this agreement the following forms of insurance written by an insurance company having a Best's rating of A- or better and be licensed and admitted in Montana. The Contractor will ensure that a certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage has been received by DNRC, 2705 Spurgin Road, Missoula, MT 59804. The Contractor must notify DNRC immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. DNRC reserves the right to require complete copies of insurance policies at all times. All policies shall be endorsed to include the State of Montana, its departments, agents, officials, and employees as additional insured and shall protect the Contractor and the State of Montana from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may fall within the scope of Contractors' obligations under this agreement. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the DNRC to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the DNRC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this agreement.

12.7 Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's, has been received by the State, PO Box 201601, Helena, MT 59620-1601.

Contractor must notify the State immediately of any material change in insurance coverage, including but not limited to changes in limits, coverages, and status of policy. The Contractor must provide the State with copies of insurance policies upon request.

13. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State, PO Box 201601, Helena, MT 59620-1601.

14. COMPLIANCE WITH LAWS

14.1 Federal, State, or Local laws, Rules, and Regulations

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The State may audit or request from Contractor at any time a statement that it is fully compliant with all requirements of this Section.

14.2 Contractor as Employer under the Patient Protection and Affordable Care Act and this Contract

The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.I. 111-148, 124 Stat. 119]. Contractor represents and warrants that all individuals who perform services for an agency of the State for Contractor under this Contract are without exception Contractor's common law employees at all times and that Contractor acknowledges that Contractor has the responsibility and retains the obligation to direct and control its employee's providing services under this Contract for the term of this Contract. Contractor is responsible for providing healthcare benefits for its employees under the Patient Protection and Affordable Care Act.

14.2.1 State Benefits Plans

Contractor acknowledges and agrees that it, its agents, or employees are not employees of the State and that its agents or employees have no nexus with the State to participate in any of the State's benefits plans or programs that the State offers its employees and maintains for its employees.

14.2.2 Contractor Provided Health Care Coverage

Contractor shall, if required by the Patient Protection and Affordable Care Act, offer to all its agents or employees who perform services for the State under this contract for 30 or more hours a week and for employee's or agent's dependents under age 26 health care coverage under its health care plans. Such coverage must provide minimum essential coverage and minimum value and be affordable for purposes of the employer responsibility provisions under Section 4980H of the Code and otherwise

satisfy the requirements of Code 4980H if provided by the State. It shall be contractor's sole responsibility to determine applicability and compliance requirements that may apply to Contractor under the Patient Protection and Affordable Care Act.

14.2.3 Contractor Reporting Requirements

Contractor acknowledges that if it is subject to any reporting requirements under Code §§ 6055 and 6066 that Contractor will fully comply with any required reporting with respect to individuals who perform services for the State.

14.3 Any partial or whole assignment, transfer or subletting or subcontracting by Contractor subjects subcontractors to the same provisions of this Section and it is the responsibility of the Contractor to ensure any agreement to assign, transfer, sublet or subcontract binds any successor to this Contract in whole or in part or binds any subcontractor to all the terms and conditions of this Contract as if a party to the Contract from inception..

14.4 In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin of the persons performing this contract.

14.5 Nondiscrimination Against Firearms Entities/Trade Associations

Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA.

15. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

16. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

17. INTELLECTUAL PROPERTY/OWNERSHIP -N/A

18. PATENT AND COPYRIGHT PROTECTION -N/A

19. CONTRACT PERFORMANCE ASSURANCE -N/A

20. CONTRACT TERMINATION

20.1 Termination for Cause with Notice to Cure Requirement

Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

20.2 Reduction of Funding

The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

21. EVENT OF BREACH – REMEDIES

21.1 Event of Breach by Contractor

Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- Products or services furnished fail to conform to any requirement.
- Failure to submit any report required by this Contract.
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching Section 26.1, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

21.2 Event of Breach by State

The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

21.3 Actions in Event of Breach

Upon Contractor's material breach, the State may:

- Terminate this contract under section 20.1; or

- Treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, the Contractor may:

- Terminate this Contract under Section 20.2 and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

22. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

23. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

24. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

25. LIAISONS AND SERVICE OF NOTICES

25.1 Contract Liaisons

All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Roy Robinson is the State's liaison.
2705 Spurgin Rd.
Missoula, MT. 59804
Telephone: 406-531-9424
Email: rorobinson@mt.gov

Troy Kurth is Contractor's liaison.
3700 S Russell Suite #103
Missoula, MT 59801
Telephone: 406-493-5522
troykurth@gmail.com

25.2 Notifications

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

25.3 Identification/Substitution of Personnel

The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this contract. Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

26. MEETINGS

26.1 Technical or Contractual Problems

Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working day notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract.

26.2 Progress Meetings -N/A

26.3 Failure to Notify -N/A

26.4 State's Failure or Delay -N/A

27. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall

provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

28. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

29. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.I. 111-148, 124 Stat. 119].

30. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

31. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

32. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

32.1 Contract

This contract consists of 12 numbered pages, any Attachments as required, Solicitation # DNRC-IFB-2025-1128SS, as amended, and Contractor's response, as amended. In the case of a dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

32.2 Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all the parties.

33. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

34. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below. A scanned copy or facsimile copy of the original has the same force and effect as the original document.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES & CONSERVATION
2705 Spurgin Road
Missoula, MT. 59804

BY: Amanda Kaster DNRC Director
(Authorized Signer's Printed Name/Title)

DocuSigned by:
Amanda Kaster
2AB021A0E5DE440...
(Signature)

DATE: 4/1/2025

ROCKY MOUNTAIN FIRE COMPANY
3700 S. Russell Suite #103
Missoula, MT 59801
troykurth@gmail.com
FEDERAL ID #: 81-0540366

BY: Troy Kurth CEO
(Authorized Signer's Printed Name/Title)

DocuSigned by:
[signature]
(Signature)

DATE: 4/1/2025

Docusign Envelope ID: E888E0AC-8A88-446F-B023-C462BEAB249C

MONTANA DEPARTMENT OF ADMINISTRATION

State Financial Services Division
Greg Gianforte, Governor
Misty Ann Giles, Director

Nondiscrimination Against Firearms Entities/Trade Associations.

The contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA.

Verification of Nondiscrimination Against Firearms Entities/Trade Associations.

1. By selecting 'Yes,' the Contractor certifies and affirms:
    a. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this contract; and
    b. Contractor will not discriminate against a firearm entity or firearm trade association during the term of this contract.
2. By selecting 'No', the Contractor certifies and affirms that the Contractor is unable to make both of the certifications in part 1, during the anticipated term of the contract.

The contractor's certification is made in compliance with and in reference to 30-20-301, MCA and the terms defined therein. If the Contractor determines the provisions of 30-20-301, MCA do not apply to the contract, the Contractor shall submit a statement setting forth in detail the basis for such determination.

☐Yes. I confirm that we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

☐No. I cannot confirm.

Signed: DocuSigned by:

Date: 4/1/2025

Statewide Accounting Bureau
Mitchell Bldg, Rm 255
P.O. Box 200102
Helena, MT 59620
406-444-3092

Financial Services Technology Bureau
Mitchell Bldg, Rm 295
P.O. Box 200102
Helena, MT 59620
406-444-3092

Local Government Services
Mitchell Bldg, Rm 255
P.O. Box 200547
Helena, MT 59620
406-444-9101

State Procurement Bureau
Mitchell Bldg, Rm 165
P.O. Box 200135
Helena, MT 59620
406-444-2575

Docusign Envelope ID: E888E0AC-8A88-446F-B023-C462BEAB249C

EXCLUSIVE USE TYPE 2 INITIAL ATTACK HANDCREW AGREEMENT

Gold Crew

Appendix A

This Appendix to Agreement **DNRC-FIRE-2025-1128SS**, hereinafter called "Appendix A" is made and entered into between the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Division, 2705 Spurgin Road, Missoula, Montana 59804, and Rocky Mountain Fire Company, 4020 Snowdrift Lane, Missoula, Montana 59808.

Agreement **DNRC-FIRE-2025-1128SS** 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. Contractor 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 Contractor is ordered to incidents outside the State of Montana.

1.1 AVAILABILITY

The Contractor is responsible for maintaining their current status by informing their home dispatch center, Missoula Interagency Dispatch Center, and the State Logistics Support Specialist, Roy Robinson, of their availability. When Contractor resources are listed as unavailable, the resources will not be eligible for dispatch or payment under this agreement. If Contractor 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. Project work will be limited to a 50-mile radius of the homebase or host unit. The work schedule and project details, including crew size, temporary campsite requirements, and support expenses, will be negotiated after agreement award and prior to each project. Temporary campsite and related support expenses (in accordance with Sections 2.1.4 and 2.1.5) are subject to reimbursement and will be negotiated by the State and Contractor

If the job site falls outside of the 50-mile radius the work schedule and project details, including crew size, temporary campsite requirements, and support expenses to meet requirements of the Temporary labor camps standards can be negotiated at that time. Which may include reimbursement of all items that the Contractor would need to supply to meet the standards.

1.3 ORDERING/DISPATCH PROCEDURE

Contractor'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 Contractor:

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 Contractor will meet an incident representative (map to be provided if available)
e. Incident contact information
f. Fire charge code/funding code

The Contractor 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 Contractor 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 Contractor.

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

At the time of dispatch, the Contractor shall prepare a crew manifest and send a copy of the crew manifest in addition to their resource order to the State Logistics Support Specialist and the Fire Contracting Officer. The Contractor shall notify the State Logistics Support Specialist of any changes made to the crew manifest at any time. A copy of the manifest should always be carried by the crew.

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

When crew is being utilized for initial attack staging or project work, a start time will be communicated to the crew boss the night prior.

1.4 RELEASE/REASSIGNMENT

The Incident Commander will determine the priority of demobilization. When released from the incident, the Contractor 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. The Contractor shall not seek out assignments from any other

source. Resource orders are incident specific. The Contractor'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).

If a reassignment is to occur, a post-use inspection by the sending incident as well as a pre-use inspection by the receiving incident must be completed and documented on the Vehicle/Heavy Equipment Safety Inspection Checklist (OF-296).

1.5 PROPERTY

Accountable and durable property will not be loaned or exchanged at the incident. The Contractor 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 Contractor will be given 24 hours, or a timeframe designated by an incident official to bring the resource into compliance.

The Contractor 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 Contractor.

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) or food equivalent.

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 Contractor, terminate this agreement in whole or in part at any time the Contractor 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 Contractor may be released from an incident assignment if any Contractor employee is deemed incompetent, careless, or otherwise objectionable including in violation of the *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 Contractor 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 Contractor 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 Contractor being released from the incident and potential suspension of the Agreement. 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 Contractor 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 Contractor being released from the incident and potential suspension of their contract.

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. Harassment in any form will result in the Contractor being released from duty and potential suspension of the Agreement.

2.1.3 First Aid/Emergency Evacuation/Accidents. The Contractor 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 Contractor If Contractor personnel are injured, the State, at the Contractor expense, may evacuate the injured person(s). If the Contractor personnel become ill or are injured and require transport to a medical facility/hospital, the costs shall be at the Contractor's expense.

Contractor 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 Lodging Allowance. When authorized by the host agency and properly receipted and invoiced, lodging expenses incurred by the Contractor 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-a-trip/per-diem-rates/fy-2025-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.

Overnight allowance will be reimbursed at the standard CONUS rate unless there is a locality rate provided for that area.

2.1.5 Self-Sufficiency and Meal Allowance. The crew is expected to be capable of self-sufficiency (i.e. have the ability to provide all meals, housing, and any other essential needs) without State assistance. To maintain Initial Attack readiness, the crew must maintain adequate

provisions, operating supplies, and camping equipment to be self-contained for up to 36 hours. The hosting unit and crew boss will coordinate operating supply needs and protocols per project or incident.

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. The State of Montana does not recognize the $5 incidental charge as a reimbursable expense. All meal rates will be reimbursed at the actual listed rate per meal (*Section 2-18-501, MCA*).

When subsistence at incident camps is available, meals for the Contractors 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.

> When on project work away from Contractor's homebase, reimbursement will be issued at the standard CONUS per diem meal rate. Meal allowance will not be paid when crew is able to return to homebase
> at the end of shift.

Meal allowance is paid while crew is in travel status. Meal allowance will not be paid when crew is able to return to homebase at the end of shift, except upon return from an incident shift. Meal reimbursement should be recorded on the CTR and verified by the State Logistics Specialist.

Meal allowance information can be found here: https://www.gsa.gov/travel/plan-a-trip/per-diem-rates/fy-2024-per-diem-highlights.

Meal allowance information can be found here: FY 2025 per diem highlights | GSA

2.2 SAFETY STANDARDS

2.2.1 Contractor Requirements. Each person employed by the Contractor 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).
d. The crew will maintain radio and/or phone connectivity with the local dispatch center. The crew will be expected to adhere to hosting unit check-in/check-out procedures in accordance with local dispatch standard operating procedures.

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).



A full assignment is described of 14 working days, plus travel to/from the assigned work location. The Contractor and the State will coordinate crew days off. Assignment extensions will not be authorized.

No payment will accrue when the Contractor is off-shift in compliance with mandatory work/rest and length of assignment provisions. Upon demobilization and conclusion of a full assignment, the crew will return to its home base for two mandatory days off. The days off shall occur immediately following the return arrival at home base and be no less than 48 consecutive hours in length. The State may assign the crew to a new assignment following the mandatory rest period. In such new assignments a new 14 days, not including the travel time to the incident, will begin.

Crews are not entitled to paid days off (R&R) upon release from a full assignment.

The State reserves the ability to rest the crew and reset the consecutive days worked based on fire activity and/or other needs. If the Contractor is directed by the State to take a day off prior to the 14th working day, the Contractor may be compensated for the daily guarantee as outlined in section 3.1.

2.2.3 Emergency Incident Driving. The Contractor 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: https://nwcg.gov/publications/pms902

The Contractor 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 **$53.00** 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*. Contractor 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

Contractor 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 **$53.00**
- For the first day of dispatch and last day when released from the incident, Contractor will be compensated for the minimum guarantee of 8 hours, as well as actual hours worked more than 8 hours, including travel time
- No payment will be made when the Contractor is off-shift in compliance with mandatory work/rest and length of assignment provisions found in section 3.2.2.
- Daily Guarantee does not apply if Contractor 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.

Crews are not entitled to paid days off (R&R) upon release from a full assignment (14 days plus travel). If the Contractor is directed by the State to take a day off prior to the 14th day, the Contractor may be compensated for the daily guarantee as outlined above.

3.2 TIMEKEEPING/INVOICING PROCESS

3.2.1 CTR Process on an Incident. When assigned to an incident, after each operational 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 Contractor to assure delivery of the completed CTRs to the Finance Section 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 Contractor during the demobilization process.

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

If a Type 3 team is managing the incident and no finance section is in place, CTRs will be processed utilizing the method described below.

3.2.2 CTR Process on Project Work or Standby. When the Crew is 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 the State representative supervising the work.

Electronic copies of verified and approved CTRs will be sent weekly to State Logistics Support Specialist. Clear and legible photos will be accepted. Original hard copies (white copy) will be collected by the hosting unit and mailed to the DNRC for payment processing.

3.2.3 Meal Breaks. The CTR will indicate a standard 30-minute meal break for the entire crew for each shift worked. Meal breaks may be compensable when the situation is such that the fire is not controlled, and no time is taken for a meal break. This exception to the standard must be approved by the supervising incident official and documented in the remarks section of the CTR. Meal breaks are non-compensable while on Project Work.

3.2.4 Briefings. For initial attack staging and project work, the entire crew may attend daily briefings if it is requested by the hosting unit. Such requests must be documented on the CTR.

When assigned to an incident, only the Crew Boss is required to attend operational period briefings, and therefore, is entitled to payment for this time. 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.

3.3 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.

Crew must be capable of splitting into squads, with each squad having procurement capabilities.

Contractor 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 Contractor under this Agreement must be at least 18 years of age.

Contractor 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 Contractor 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 Contractor 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)
Logistics	Squad Level purchasing/procurement ability – credit card or similar (to meet Sections 2.1.4 and 2.1.5)
Transportation	See *Section 3.9* for transportation
Tools & Equipment	Contractor Supplied (See *Sections 3.4* and *3.5*)
Personal Gear	Contractor Supplied
PPE	Contractor Supplied (See *Section 3.7*)

3.4 EQUIPMENT

Contractor must ensure that each crew arrives at the incident with the following required equipment:

- Personal Protective Equipment (PPE), as specified in *Section 3.7 Personal Protective Equipment*
- Hand tools, as specified in *Section 3.5 Hand Tools*
- Chainsaw kit, as specified in *Section 3.6 Chainsaw Kit*
- New Generation fire shelters, one per person
- 4 programmable radios per crew, as specified in *Section 3.8 Programmable Radio*
- Crew first aid kit, two (2) 10-person kits as described in *Section 3.5 Hand Tools*
- One quart canteen, as specified in *Section 3.7 Personal Protective Equipment*
- Sleeping bag
- Line pack

3.5 HAND TOOLS

Contractor 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

3.6 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 safety 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 or other parts of the incident.

3.7 PERSONAL PROTECTIVE EQUIPMENT (PPE)

Contractor 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.

3.8 PROGRAMMABLE RADIO

Contractor 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 two (2) fully charged battery packs per radio are required at the beginning of each shift. Contractor supplied batteries must operate the portable radio through the shift. The State will provide frequencies for Initial Attack operations and project work. Incident specific frequencies will be installed by incident officials and frequencies will be removed prior to demobilization from the incident. Contractor 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 https://www.nifc.gov/resources/NIICD are approved. Modified radios are not acceptable.

Contractor 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.

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3.9 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 Contractor 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 Contractor vehicles at any time during the MAP.

3.9.1 Transportation

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

   The Contractor 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 Contractor'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 Contractor is responsible for a noxious weed free vehicle. 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 incident will normally provide cleaning facilities. If use of commercial facilities is required, the Contractor will be reimbursed for these costs based on receipts.

e. 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.

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

3.9.2 High-Capacity Vehicle Restrictions. 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.

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

3.9.4 Weed Free Requirements. Prior to dispatch, the Contractor is responsible for a noxious weed free vehicle. 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 incident will normally provide cleaning facilities. If use of commercial facilities is required, the Contractor will be reimbursed for these costs based on receipts.

3.9.5 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.

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

3.10 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 Contractor for air transportation costs. The Contractor 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

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3.11 LAUNDRY SERVICE

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

3.12 CAMPSITE

A designated campsite with adequate on-site support facilities will be provided upon arrival of the crew at the incident or host unit. The Contractor is responsible for ensuring that all crew personnel arrive with equipment to suit the conditions, such as tents, shelters, ground cloths, and sleeping bags. If the State cannot provide a campsite, an overnight allowance will be authorized (see 2.1.4 Lodging Allowance).

When working in bear habitat, the Contractor will store food, garbage, and other attractants in a bear-resistant manner. The Contractor will not bury or discard attractants in the project work area or burn attractants (such as food leftovers) in an open campfire. For more information, see exhibit below, *Working in Bear Habitat.*

All use of camp or warming fires will be in accordance with local fire regulations.

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WORKING IN BEAR HABITAT



12/03/12

Grizzly bear distribution is expanding in Montana and human/bear encounters are becoming more common. Working in bear habitat increases the likelihood of interactions with bears. It is important for contractors and their employees to be aware of steps that can be taken to minimize conflicts and how to react if an interaction occurs. This pamphlet provides information about bear behavior, preventive measures, and what to do in the event an encounter occurs. *This pamphlet is intended to provide information about possible ways of avoiding encounters with bears. It should not, however, be relied on as the sole means of doing so. In addition to adhering to the guidelines outlined in this document, you should always rely on your experience, training, education and judgment about the best, safest manner to avoid encounters with bears.*

ENCOUNTERS

- Stay calm and keep the animal in view, but avoid direct eye contact. Bears may interpret eye contact as a sign of aggression. Back away slowly. Never run from a bear unless you know you can reach safety. Determine whether the animal is a black bear or a grizzly bear.
- If the bear charges, stand your ground. Bears commonly "bluff charge," stopping within a few feet of a person, before fleeing in a different direction.
- Keep bear spray handy. Always have a canister of bear spray (at least eight ounces) on your belt. Make sure it is an EPA registered bear spray with 1 to 2% capsaicin and related capsaicinoids, has a spray duration of at least six seconds, and a range of 25 feet. Familiarize yourself with the directions for using the spray. Use it only if confronted by a charging bear. Spray toward the bear, aiming slightly downward.
- In the event that you have no bear spray, or it was ineffective and the charge is not a bluff, or the bear is exhibiting predatory behavior, you must change your approach. Signs of predatory behavior include: following, showing interest, coming into a tent, and unprovoked attacks. How you respond will depend on the species of bear attacking you. Black bear and <u>young</u> grizzly attacks: Always fight back. Jump up and down, wave your arms and yell. Try to look as large as possible. Never play dead – it makes you easier prey. Remember that black bears and small grizzlies can climb trees, so stay on the ground. Mature grizzly attacks [particularly females with young]: If a surprise encounter occurs or if bear spray is ineffective, drop to the ground and play dead. Lie on your stomach, clasp your hands behind your neck, and use your elbows and toes to avoid being rolled over. If the bear rolls you over, keep rolling until you land back on your stomach. Remain still and don't struggle or scream. A defensive bear will stop attacking once it feels the threat is gone. Don't move until you are sure the bear has left the area. If the grizzly is exhibiting predatory behavior or comes into a tent at night, do all you can to escape or fight back.
- If an encounter occurs, contact the DNRC forest officer immediately and notify Montana FWP.

JOB SITE PREVENTION

- Watch for bear signs. Signs include: tracks; droppings; recently overturned rocks or logs; logs torn apart; clawed, bitten or rubbed trees; bear trails; hair on tree bark; fresh diggings; and crushed vegetation. If you observe any of these signs, be aware that a bear may be frequenting the area. If camping, or stopping to eat your lunch, select a different area.
- When working or walking alone, make noise and carry bear spray. Bears don't like surprises, but will move on if they hear people approaching. Make noise, especially when approaching blind corners, dense shrubs and streams, and when walking into the wind. Maintain regular communication with co-workers.
- If camping on site, leave coolers, food and beverages inside campers or secured vehicles. If cooking over an open fire, do not discard food or grease in fire pits.
- Don't leave trash, groceries or animal feed in your vehicle for extended periods. Bears can, and do, pry open car and truck doors and break windows to get at food and other items they associate with food.
- Bears are attracted to petroleum based products. Keep all fuel and oil canisters in bear resistant containers. Bears have been known to damage hoses, oil filters and foam seats on heavy equipment. Dispose of empty containers promptly.

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COMMON MYTHS

MYTH: If a bear huffs and growls, or slaps the ground, it is about to attack.

TRUTH: "Threat displays" such as snorting, salivating, snapping jaws, body posturing, etc. are meant to communicate dominance and scare you away. The bear is trying to avoid a fight.

MYTH: If you can, you should climb a tree to escape from a grizzly bear.

TRUTH: A common misconception is that grizzly bears, unlike black bears, cannot climb trees. While its long claws make climbing more difficult for a grizzly than for a black bear, a grizzly *can* get to you in a tree – it will more likely, however, be able to reach you *before* you reach the tree.