

# SECTION 1: GENERAL REQUIREMENTS

## **1.0 INTRODUCTION**

The STATE OF MONTANA, The Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as “the State”) is soliciting bids for up to two (2) **Exclusive Use Type 2 Initial Attack (IA) Handcrews** to provide fire preparedness and suppression services for State government and federal agencies throughout the Northern Rockies Geographic Area. The Vendor’s fixed-price hourly rate shall include, but is not limited to all labor, equipment, materials, state, and federal taxes, including workers’ compensation costs, insurance coverage, non-compensable transportation costs, and overhead. The Vendor is responsible for furnishing and managing all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet or exceed the contract specifications.

A more complete description of the supplies and/or services sought is provided in Section 4 of this Invitation for Bid (IFB). Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

## **1.1 AGREEMENT TERM**

The agreement term is for (1) one year with a Mandatory Availability Period (MAP) beginning **July 21, 2023**, and ending **September 19, 2023**, unless superseded or terminated earlier in accordance with the terms of this Agreement (*Section 18-4-313, MCA*).

The Agreement period shall be for sixty (60) days beginning upon award with an option to renew for one (1) successive one (1) year term if mutually agreed to by the Vendor and the State. The second year shall have a ninety (90) day MAP beginning July 1, 2024, and ending September 28, 2024.

Prices for the first annual period of the Agreement will be firm and unchanging. Prices for the remainder of the Agreement will be subject to the U.S. Department of Labor Consumer Price Index (CPI) for the month of March in each succeeding year of the Agreement. Prices will be rounded to the nearest dollar.

**1.1.1 Option to Extend.** The State may require continued performance of any services within the limits and at the rates specified in the agreement. The Fire Protection Bureau may exercise the option to extend by written notice to the Vendor for up to seven (7) days at a time. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.

## **1.2 START WORK**

The Vendor shall provide availability status to the Fire Contracting Officer three (3) days after award of Agreement. After Agreement award, a pre-use conference between Vendor and DNRC personnel will be held, and a pre-season inspection will be scheduled.

## **1.3 INSTRUCTIONS TO BIDDERS**

**1.3.1 Procurement Officer Contact Information.** Contact information for the Procurement Officer is as follows:

DNRC Fire Protection Bureau  
Fire Contracting Officer: Lindsey Greene  
Address: 2705 Spurgin Road  
Missoula, MT 59804  
Telephone Number: 406-542-4300  
Fax Number: 406-542-4217  
E-mail Address: [DNRCFireContracting@mt.gov](mailto:DNRCFireContracting@mt.gov)

**1.3.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Fire Contracting Officer in writing. The bidder making such a request will be solely responsible for its timely receipt by the Fire Contracting Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.3.3 Interpretation or Representations.** The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.3.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. Addendum will be posted on the state's website with the IFB at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana>. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State.

**1.3.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.3.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid, or any other costs incurred by the bidder prior to execution of a purchase order or agreement.

**1.3.7 IFB Attachments.**

**ATTACHMENTS**

- A. Handcrew Bid Submittal Form
- B. Sample Emergency Equipment Rental Agreement (EERA)
- C. DNRC General Clauses to the EERA (OF-294)
- D. State of Montana Standard Terms and Conditions
- E. Debarment and Suspension Form
- F. Harassment Free Workplace Policy
- G. Drug and Alcohol
- H. Standard Contractor Performance Report
- I. Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296)
- J. Handcrew Inspection Form
- K. Taxpayer Identification Request (W-9)
- L. Electronic Funds Transfer Enrollment (204)

**1.4 REQUIRED REVIEW**

**1.4.1 Review IFB.** Bidders shall carefully review the entire IFB. Bidders shall promptly notify the Fire Contracting Officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the bidder shall include any terms or requirements within the IFB that preclude the bidder from responding or adding unnecessary cost. Bidders shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The State will determine any changes to the IFB.

**1.4.2 Form of Questions.** Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues in writing utilizing the Q & A board within eMACS. Clear reference to the section, page, and item in question must be included in the form. Questions must be received at least five (5) days prior to bid close.

**1.4.3 State's Response.** The State will respond to questions no later than two (2) days after the deadline for questions. The State's response will be posted on the State's website with the IFB at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana> by the close of business on the date listed. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State.

## **1.5 BID SUBMISSION**

**1.5.1 Bid Submission.** **Bids will be submitted through the eMACS system – Bids must be entered into eMACS prior to 3:00 pm. Mountain time of the deadline found in eMACS.**

To learn more about eMACS, and to access vendor registration go to:  
<http://vendorresources.mt.gov/>

**For registration assistance:**

General Assistance: 406-444-2575

E-mail: [emacs@mt.gov](mailto:emacs@mt.gov)

Register at: [vendorportal.mt.gov](http://vendorportal.mt.gov)

Vendor Registration and Data Management Handbooks

**1.5.2 Late Bids.** ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure that the bid submitted is complete before the deadline.

**1.5.3 Tax Identification Number (TIN) / Social Security Number (SSN).** All bidders must furnish a tax identification number in the space provided on the bid submittal and return the *Taxpayer Identification Request* (see *Attachment K – W-9*). All State agencies require a tax identification number to process payments.

## **1.6 CHANGE OR WITHDRAWAL OF BIDS**

**1.6.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so through eMACS.

**1.6.2 Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by *ARM 2.5.505*. The bidder shall submit verification of the correct bid to the State prior to the final award by the State. Bids will be evaluated for price reasonableness. The bidder may be contacted for re-submittal for items deemed unreasonable. This will be determined by the State.

## **1.7 BID AWARD**

**1.7.1 Basis for Award.** The State intends to award the Agreement to the bidder(s) who provides the lowest cost to the State in accordance with the specifications set forth in this IFB. The fixed-price hourly bid rate 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.

**1.7.2 Rejection of Bids.** While the State has every intention to award an agreement as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to actually award and execute an agreement. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Eliminate any bids which seem excessive compared to the average prices submitted in any given geographic area.
- Cancel or terminate this IFB (18-4-307, MCA)
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any agreement if the State determines adequate state funds are not available (18-4-313, MCA).

## **1.8 CLAIMS**

Claims settlement is agency specific and remains the responsibility of the incident agency.

**1.8.1 State of Montana Claims.** Depending on the circumstance, claims arising under the jurisdiction of the State of Montana are negotiated by the responsible line officer or agency administrator. These individuals may delegate this authority to other DNRC employees (any DNRC employee negotiating a claim must be on the DNRC Authorized Signers List). For information on handling claims against the DNRC, see the 300 Incident Business Management Manual, Chapter 370, found at: <https://dnrc.mt.gov/Forestry/Wildfire/agreements-plans-guides>, or contact the Fire Protection Bureau: Forestry Division Office, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804; office phone: (406) 542-4300.

## **1.9 VENDOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE**

### **1.9.1 Vendor Liability for Personal Injury and/or Property Damage.**

- a. The Vendor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Vendor's vehicles or other equipment by, or the action of, the Vendor or the Vendor's employees and agents.
- b. The Vendor, at the Vendor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Vendor against all claims for injury or damage.
- c. The Vendor shall maintain Workers' Compensation and other legally required insurance with respect to the Vendor's own employees and agents.
- d. The State shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Vendor or the Vendor's employees and agents in performing under this agreement, and the State shall be indemnified and saved harmless against claims for damage or injury in such cases.

## **1.10 LOSS, DAMAGE, OR DESTRUCTION**

**1.10.1 Loss, Damage, or Destruction.** For equipment furnished under this agreement, the State shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of state employee(s) while acting within the scope of their employment. The Vendor is responsible for operating the equipment within its operating limits and is responsible for safety of the equipment.

# **SECTION 2: DISPATCH/DELIVERY REQUIREMENTS**

## **2.0 DISPATCH/DELIVERY/OPERATIONAL REQUIREMENTS**

Resources awarded under this IFB will primarily be located and dispatched through the Northern Rockies Geographic Area. Vendor homebase to be negotiated with State personnel after Agreement award. The homebase is the physical address provided by the Vendor where the crew personnel and equipment

must be located during the MAP. 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.

## **2.1 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 IFB, they will be considered non-compliant and will be removed from paid status.

## **2.2 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 after agreement award and prior to each project.

## **2.3 ORDERING/DISPATCH PROCEDURE**

Following Agreement award, Vendor information will be provided to the Northern Rockies Coordination Center and other dispatch centers throughout the state for mobilization. The 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.**

## **2.4 WEAR AND TEAR**

Equipment furnished under the agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are 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 the agreement may be in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.**

## **2.5 INSPECTIONS**

Pre-season inspections **will** be required. The State reserves the option to conduct a pre-use inspection prior to each mobilization.

All resources furnished under this agreement shall be in acceptable condition. The State reserves the right to reject resources that are not in safe and operable condition. Prior to acceptance of any specific vehicle for incident use, the vehicle shall be inspected utilizing the Vehicle/Heavy Equipment Safety Inspection Checklist (OF-296) to determine that it meets all the terms, conditions, and specifications set forth herein (see *Attachment I – Vehicle/Heavy Equipment Safety Inspection Checklist [OF-296]*).

**2.5.1 Crew Inspection.** A crew manifest is required and will include names of individuals and qualifications. All personnel are required to have current picture identification and qualification cards, with verification by an approved inspector. These documents normally consist of a valid/current driver's license, and incident qualification card (see *Attachment J – Hand Crew Inspection Form*).

**2.5.2 Vehicle Inspection.** Vehicles that fail the inspection or fail to comply with applicable laws such as exceeding Gross Vehicle Weight Rating (GVWR) for the capacity offered, dyed diesel fuel, etc. shall be rejected. Equipment may be re-inspected after repairs or other identified deficiencies are rectified. Vendors may not attempt to pursue an alternative inspection for failed equipment without discussing the circumstances with the affected hiring incident (see *Attachment I – Vehicle/ Heavy Equipment Safety Inspection Checklist [OF-296]*).

If the resource does not pass inspection at the incident or designated inspection point, it is considered non-compliant. The Vendor may be given 24 hours, or a timeframe designated by incident officials to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from availability until such time that the resource is brought into compliance and re-inspected at the State's convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement. The Vendor shall not have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

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).

**2.5.3 Inspection Documentation.** Vendor vehicles must have a current DOT inspection.

- All vehicles shall have a pre- and post-use inspection checklist (OF-296).
- A copy of the pre-use inspection checklist will be given to the Vendor at the time of inspection.
- A copy of the post-use inspection checklist will be given to the Vendor at the time of release.
- Original pre- and post-use inspection checklist should be submitted to the incident Finance Section.
- A new inspection checklist shall be completed for re-assignments.

At time of inspection each vehicle will contain:

- a copy of the Agreement

- current vehicle registration
- proof of insurance
- an inventory of vehicle complement

## **2.6 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).

## **2.7 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 3: SPECIAL TERMS AND CONDITIONS**

## **3.0 AGREEMENT TERMINATION/NON-COMPLIANCE**

**3.0.1 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 (see *Section 2.5 – Inspections*).

**3.0.2 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 *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.

## **3.1 PERSONNEL REQUIREMENTS**

**3.1.1 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.

**3.1.2 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 *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 *Attachment F – Harassment Free Workplace Policy*).

**3.1.3 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.

**3.1.4 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.

**3.1.5 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>.

## **3.2 SAFETY STANDARDS**

**3.2.1 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).

**3.2.2 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).

**3.2.3 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.nwccg.gov/pms/pubs/large.html>

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

## **3.3 PERFORMANCE EVALUATIONS**

Performance evaluations will be performed at the incident using the evaluation form (*see Attachment H – Standard Contractor Evaluation Form*) by the incident representative supervising the work. This form is the only performance evaluation that will be accepted by the State. The incident representative's signature shall be legible, and their name shall be printed on the form. Evaluations are to be sent to the following address:

Montana DNRC Fire Protection Bureau  
2705 Spurgin Road  
Missoula, MT 59804  
DNRCfirecontracting@mt.gov

## SECTION 4: SPECIFICATIONS AND PRICING

### **4.0 PURPOSE**

The purpose of this Agreement is to establish general terms and conditions for Exclusive Use Type 2 IA Project Handcrew services and equipment in connection with fire preparedness and suppression activities by the Montana Department of Natural Resources & Conservation.

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Vendors who do not meet this criterion may be disqualified from further consideration. A Vendor must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

### **4.1 REQUIRED INSURANCE**

**4.1.1 General Requirements.** The Vendor shall maintain for the duration of the agreement, 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 the Vendor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**4.1.2 Primary Insurance.** The Vendor's insurance coverage shall be a 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 the Vendor's insurance and shall not contribute with it.

**4.1.3 Specific Requirements for Commercial General Liability Insurance.** The Vendor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$2,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Vendor or its officers, agents, representatives, assigns, or subcontractors.

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

**4.1.4 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by DNRC. At the request of DNRC either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Montana, its officers, officials, employees, or volunteers; or (2) at the expense of the Vendor, the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**4.1.5 Certificate of Insurance/Endorsements.** The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendors' 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 Vendor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this agreement.

**4.1.6 Compliance with the Workers' Compensation Act.** Vendor is required to comply with the provisions of the *Montana Workers' Compensation Act* while performing work for the State of Montana in accordance with Sections 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 Vendor's exemption, or documentation of corporate officer status. Neither the Vendor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804, upon expiration.

**4.1.7 Subcontractor Insurance.** The Vendor shall require all subcontractors utilized in performance of this agreement to provide certificates of insurance to the DNRC evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

**4.1.8 No Warranty Regarding Insurance Limits.** By requiring insurance herein, the DNRC does not represent that coverage and limits will necessarily be adequate to protect Vendor and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to the State of Montana in this agreement.

## **4.2 CREW VERIFICATION REQUIREMENTS**

IS-700.B "An Introduction to the National Incident Management System (NIMS)" is required for all Vendor resources to be considered qualified in any firefighting position (refer to PMS 310-1). IS-700.B is available at the following web site: <http://training.fema.gov/nims/>. The Vendor is required to maintain a complete record of each employee's training and experience received. Vendor shall ensure that all crewmembers have passed the WCFT at the arduous level of fitness based upon the "pack test", as specified in "Work Capacity Test Administrator's Guide" (PMS 307, NFES 1109).

All crewmembers must carry a government issued photo identification card at all times. All Crewmembers must possess and carry an incident qualification card for the position they are filling, to be issued by a recognized training provider. This card shall be typed or printed. Information on the card must include:

- Name of the firefighter (typewritten or printed)
- Photograph of the person (recent digitized photograph, similar in size and clarity to a state issued driver's license)
- A unique employee number (not their social security number)
- Firefighter's full legal name
- List of position(s) for which the firefighter is qualified and date of qualification(s)
- Seasons of experience
- English language proficiency
- Date the firefighter passed the WCFT
- Date the firefighter completed Annual Fireline Safety Refresher training
- Color Coded indication of firefighter's experience/qualifications
  - Yellow for firefighters with less than one season experience
  - Red for firefighters with one season or more experience
  - Blue for Supervisory, FFT1, ICT5, Squad Boss, and Crew Boss

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

Verification must be carried with the crew and a copy submitted to the Fire Contracting Officer.

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

For FFT1 trainee and CRWB trainee positions, only three training positions will be permitted per crew on each incident assignment. The coach/evaluator must be fully certified in the position(s) they are coaching or evaluating. Any trainee positions must be clearly identified on the crew manifest. Crew members shall not perform in trainee positions other than CRWB, ICT5, FFT1, and FFT2.

Vendor is required to maintain a complete record of each employee's training and experience. The State reserves the right to inspect training and experience records and evaluate firefighter qualifications at any time during each contract period. The State is not responsible for certifying or maintaining qualification records for Vendors or Vendor's employee(s).

The Vendor shall prepare a crew manifest at time of dispatch. The Vendor shall send a copy of the crew manifest and resource order at time of dispatch to the Fire Contracting Officer. The Vendor shall notify the Fire Contracting Officer of any changes made to the crew manifest. A copy of the manifest should always be carried by the crew.

Vendor will compile a list of verified employees, by position for which they are verified, and send a copy of the list to the Fire Contracting Officer at the time of Agreement execution. The Vendor will update the list of verified employees as necessary and send updated list to the Fire Contracting Officer.

### **4.3 ACCESS TO RECORDS**

The Vendor agrees to provide the State of Montana, Legislative Auditor, or their authorized agent's access to any records necessary to determine contract compliance (*Section 18-1-118, MCA*).

### **4.4 COMPLIANCE WITH LAWS**

The Vendor must, in performance of work under this Agreement, 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*. Any subletting or subcontracting by the Vendor subject subcontractors to the same provision. In accordance with *Section 49-3-207, MCA*, the Vendor agrees that the hiring of persons to perform the 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 by the persons performing the contract.

### **4.5 REDUCTION OF FUNDING**

DNRC must terminate this agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance of this agreement in a subsequent fiscal period (see *Section 18-4-313(4), MCA*).

### **4.6 CHOICE OF LAW AND VENUE**

This agreement is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent agreement 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 (see *Section 18-1-401, MCA*).

## **4.7 SPECIFICATIONS OF SERVICES**

**4.7.1 Rates and Payments.** The fixed-price hourly bid rate 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 host agency for each incident is responsible for processing the payment package and submitting it to the payment office.

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.

**4.7.2 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 hourly bid rate
  - 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.

**4.7.3 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 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 incident will submit 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 to the designated payment office.

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.

**4.7.4 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.

**4.7.5 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 4.7.11</i> for transportation
Tools & Equipment	Vendor Supplied (See <i>Sections 4.7.6</i> , and <i>4.7.7</i> )
Personal Gear	Vendor Supplied
PPE	Vendor Supplied (See <i>Section 4.7.9</i> )

**4.7.6 Equipment.** Vendor must ensure that each crewmember arrives at the incident with the following required equipment:

- Personal Protective Equipment (PPE), as specified in *Section 4.7.9 Personal Protective Equipment*
- Hand tools, as specified in *Section 4.7.7 Hand Tools*
- Chainsaw kit, as specified in *Section 4.7.8 Chainsaw Kit*

- New Generation fire shelters, one per person
- 4 programmable radios per crew, as specified in *Section 4.7.10 Programmable Radio*
- Crew first aid kit, two (2) 10-person kits as described in *Section 4.7.7 Hand Tools*
- One quart canteen, as specified in *Section 4.7.9 Personal Protective Equipment*
- Web gear
- Sleeping bag
- Line pack

**4.7.7 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

**4.7.8 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.

**4.7.9 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.

**4.7.10 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.

**4.7.11 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.

**4.7.12 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

**4.7.13 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.

**4.7.14 Laundry Service.** If the incident provides a laundry service, the Vendor may utilize the service at no cost.