

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 one (1) **Exclusive Use Type 2 Initial Attack (IA) Firefighting Silver Handcrew** to provide fire preparedness and suppression services for State government and federal agencies throughout the Northern Rockies Geographic Area. The Contractor’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 Contractor 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year with a Mandatory Availability Period (MAP) beginning **July 1, 2025**, and ending **September 28, 2025**, unless superseded or terminated earlier in accordance with the terms of this Agreement (*Section 18-4-313, MCA*).

The Agreement period shall be for ninety (90) days beginning upon award with an option to renew for one (1) successive one (1) year term if mutually agreed to by the Contractor and the State. The second year shall have a ninety (90) day MAP beginning July 1, 2026, and ending September 28, 2026.

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.

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 Contractor 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.

DISPATCH/DELIVERY REQUIREMENTS

2.0 DISPATCH/DELIVERY/OPERATIONAL REQUIREMENTS

Resources awarded under this IFB will primarily be located and dispatched throughout the Northern Rockies Geographic Area. Contractor homebase will be negotiated with State personnel after Agreement award. The homebase is the physical address provided by the Contractor where the crew personnel and equipment must be located during the MAP. Contractor must be located in the State of Montana and within 100 miles of a 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.

2.1 AVAILABILITY

The Contractor is responsible for maintaining their current status by informing their home dispatch center and the State Logistics Support Specialist 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 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, 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 3.1.4 and 3.1.5) are subject to reimbursement and will be negotiated by the State and Contractor

2.3 ORDERING/DISPATCH PROCEDURE

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

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

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

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

Prior to departing for the incident, the Contractor shall provide to Dispatch the following: name of the Crew Boss 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.

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. 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. A copy of the manifest should always be carried by the crew.

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

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 Contractor 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.

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.

The Contractor shall provide a comprehensive list of all current crew members including alternates in addition to qualifications at time of the pre-season inspection.

If the Contractor replaces crew members that were not originally included on the pre-season inspection list, the Contractor will provide their names and qualifications to the State Logistics Support Specialist, at the time of replacement.

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. Contractors may not attempt to pursue an alternative inspection for failed equipment without discussing the circumstances with the affected hiring incident.

If the resource does not pass inspection at the incident or designated inspection point, it is considered non-compliant. The Contractor 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 Contractor 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. Contractor 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 Contractor at the time of inspection.
- A copy of the post-use inspection checklist will be given to the Contractor 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 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. Contractors 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).

2.7 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 may 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.

The State may, at its discretion, elect to furnish such supplies when necessary to keep the Contractor operational.

SPECIAL TERMS AND CONDITIONS

3.0 AGREEMENT TERMINATION/NON-COMPLIANCE

3.0.1 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 (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 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.

3.1 PERSONNEL REQUIREMENTS

3.1.1 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.

3.1.2 Employee 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, and/or the use or possession of drugs and alcohol. INAPPROPRIATE EMPLOYEE BEHAVIOR, IN ANY FORM, WILL NOT BE TOLERATED.

Non-prescription and federally unlawful drugs, or alcohol are not permitted by employees of the Contractor while operating under this Agreement. Possession or use of these substances will result in the Contractor being released from duty and potential suspension of the Agreement. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty.

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.

3.1.3 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.

3.1.4 Lodging & Overnight 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 Continental United States (CONUS) rate (CONUS rate information can be found here:

<https://www.gsa.gov/travel/plan-a-trip/per-diem-rates/fy-2025-per-diem-highlights>.

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

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

3.1.5 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 Contractor'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 Contractor personnel without charging the Contractor.

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: [FY 2025 per diem highlights | GSA](#)

3.2 SAFETY STANDARDS

3.2.1 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.

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).



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 4.8.2.

3.2.3 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.

3.3 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the 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. Completed performance evaluations will be submitted to the State as they are completed.

SPECIFICATIONS AND PRICING

4.0 PURPOSE

The purpose of this Agreement is to establish general terms and conditions for **Exclusive Use Type 2 IA Firefighting 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. Contractors who do not meet this criterion may be disqualified from further consideration. A Contractor 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 Contractor 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 Contractor, 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 Contractor'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 Contractor's insurance and shall not contribute with it.

4.1.3 Specific Requirements for Commercial General Liability Insurance. The Contractor 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 Contractor 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 Contractor, including the insured's general supervision of the Contractor; 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 Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

4.1.5 Certificate of Insurance/Endorsements. 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.

4.1.6 Compliance with the Workers' Compensation Act. Contractor 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 Contractor's exemption, or documentation of corporate officer status. Neither the Contractor 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 Contractor 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 Contractor and such coverage and limits shall not be deemed as a limitation on Contractor'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 Contractor 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 Contractor is required to maintain a complete record of each employee's training and experience received. Contractor 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 Contractor must sign the firefighter's identification card certifying that the individual has met all the training requirements of this contract. In addition, each crewmember must also carry a State issued photo identification, such as a state driver's license, passport, state identification card, etc. at all times.

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.

Contractor 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 Contractors or Contractor's employee(s).

Contractor 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. Whenever there is a change of information on the crew manifest, including crewmember swaps and reassignments, the Contractor will update the list of verified employees and send updated list as necessary to the State Logistics Support Specialist, Fire Contracting Officer and host unit/incident as applicable.

4.3 ACCESS TO RECORDS

The Contractor 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 Contractor 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 Contractor subject subcontractors to the same provision. In accordance with *Section 49-3-207, MCA*, the Contractor 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 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*).

4.8 SPECIFICATIONS OF SERVICES

4.8.1 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. 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.

4.8.2 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 hourly bid rate
- For the first day of dispatch and last day when released from the incident, Contractor will be compensated for actual hours worked 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.

4.8.3 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 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, and a copy of the resource order to the designated payment office.

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.

4.8.4 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.

4.8.5 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.

4.8.6 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.

4.8.7 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 3.1.4 and 3.1.5)
Transportation	See <i>Section 4.7.11</i> for transportation
Tools & Equipment	Contractor Supplied (See <i>Sections 4.7.6, and 4.7.7</i>)
Personal Gear	Contractor Supplied
PPE	Contractor Supplied (See <i>Section 4.7.9</i>)

4.8.8 Equipment. Contractor 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*
- Sleeping bag
- Line pack

4.8.9 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

4.8.10 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.

4.8.11 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.

4.8.12 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 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. 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.

4.8.13 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.

- 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.

4.8.14 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 fuses 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

4.8.15 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.

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

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