

Clinton

Fire Department

212 South 4th St.

Clinton OK 73601

580.323.2298

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Attachment # 1

Scope of Services

SCOPE OF SERVICES

SECTION 1. GENERAL INFORMATION

1.1 Purpose

This contract is for the purpose of protecting the natural resources, forests and wild lands subject to the oversight of the BIA.

The Contractor, also referred to as the fire department, must be a duly constituted fire department, fire district, or non-profit association or political subdivision of the state authorized to provide wild land fire protection within the boundary of the State of Oklahoma and must be authorized to enter into this contract by its governing body. The Contractor must have the ability to respond and suppress fires on Indian wild land subject to the oversight of the BIA on a more timely and effective basis than other resources in the state; and can more adequately carry out this function if additional equipment and technical assistance are available; and may also have wild land firefighting resources that can be made available to the BIA for Indian wild land fire suppression work.

1.2 Scope of Work

The Fire Department must provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform wild land fire suppression as defined in this Scope of Services, except as specified in Section 6 as government-furnished property. The fire department must perform to the standards in this contract as listed in the Scope of Services.

SECTION 2. ADMINISTRATION

2.1 Authorized BIA Representative.

The term "BIA Representative" shall be used in this contract to generally identify BIA personnel authorized to perform specified duties and functions related to the contract, and shall include any one or more of the following BIA personnel, acting alone or in concert:

1. Oklahoma Inter-Area Fire Coordination Center Coordinator or Assistant Coordinator (hereinafter referred to as Coordination Center);
2. Zone Suppression Specialist;
3. Regional Office Fire Management Officer; or
4. A technical specialist or any other person authorized by the Regional Director to perform a specific function or functions related to this agreement.

2.2 Contractor Personnel

The BIA assumes that the Fire Chief will be the person responsible for administration of this contract. The Contractor must notify the BIA in writing if the person responsible is someone other than the Chief.

Standards and qualifications for all contract employees and/or volunteers are outlined under the Fitness and Training Qualifications Section.

SECTION 3. SERVICE AREA

3.1 Southern Plains Regional Office (SPRO)

The administrative boundary of the BIA SPRO Area (hereinafter referred to as Regional Office) is shown on the map attached hereto as Attachment 2 and expressly incorporated into and made a part of this contract.

3.2 Contractor's Normal Operating Area

The Contractor's Normal Operating Area encompasses (1) Contractor's Primary Response Area, which is the geographic area in which Contractor is the primary provider of fire protection services, including areas which Contractor serves in accordance with a contract for provision of primary services to any other entity or entities; and (2) the areas in which the Contractor provides Mutual-Aid under current Mutual-Aid agreements between the Contractor and other Fire Departments. The boundary of Contractor's Normal Operating Area, with the locations of Contractor's Primary Response Area, and the area subject to Mutual-Aid by Contractor within said boundary, including the primary response areas of other firefighting entities, are shown on the map attached hereto as Attachment 3 and expressly incorporated into and made a part of this contract. The Contractor shall provide the BIA Representative with an update of this map in the event of any change in the Normal Operating Area boundary.

SECTION 4. INDIAN LAND AND INDIAN WILDLAND

4.1 Indian Land

The term "Indian lands" as used in this contract means surface land within the administrative boundary of the Regional Office, title to which is held (1) by the United States in trust for an Indian tribe or for an individual member of an Indian tribe, or (2) by an Indian tribe or by a member of an Indian tribe subject to a restriction by the United States against alienation. For payment purposes related to this contract only, the locations of tracts which have been identified by the BIA as known or presumed Indian land located within Contractor's Normal Operating Area, based on the best available information, are shown on a map to be provided to Contractor no later than the effective date of this contract. Any erroneous identification or non-identification of Indian land on said map may be subject to correction by either party to this contract, upon presentation of proof of the status of said land. The map may be updated annually or as new information

becomes available.

4.2 Indian Wild Land

The term "Indian wild land" as used in this contract means Indian land located outside the boundary of a maintained yard or improved compound.

SECTION 5. PROVISION OF INDIAN WILDLAND FIREFIGHTING SERVICES BY CONTRACTOR

5.1 Contractor's Primary Services

The Contractor shall respond to Indian wild land fires within its Primary Response Area unless by so doing it would reduce the Contractor's level of fire protection on other land within its Primary Response Area.

5.2 Mutual Aid by Contractor

The Contractor may provide Mutual-Aid for Indian wild land fires located within its Normal Operating Area with necessary equipment and manpower, when requested by a BIA Representative or requested by a Fire Department with which the Contractor has a Mutual-Aid agreement; provided that any responsibility by the BIA to pay for mutual aid services on Indian wild land shall be determined pursuant to Section 10 herein.

5.3 Notice to BIA

At the time of response the Contractor shall notify the BIA Representative if the fire is known to be on wild land designated as Indian land on the map provided by the BIA pursuant to Section 3. of this contract. If the fire is not known to be on wild land designated as Indian land on said map at the time of the response or if the fire is on wild land found to be Indian land but not so designated on said map, the Contractor shall notify the BIA Representative as soon as practicable after the site of the fire is determined to be Indian wild land, and no later than thirty (30) days from ending date of the Contractor's Indian wild land fire response, including proof of the Indian land status of the land if the site of the fire is not designated as Indian land on the said map. The BIA Representative will assign Wild land Fire Numbers, Incident Order Numbers and/or Request Numbers for each such Indian wild land fire incident occurring on Indian wild land. All documentation for incidents shall be referenced by these numbers.

5.4 BIA Assistance

The Contractor shall accept input by BIA Representatives while engaged in suppression activities on Indian wild land pursuant to this contract. A BIA Representative may authorize provision of BIA and wild land firefighting resources to suppress Indian wild land fires inside the Contractor's Normal Operating Area. This assistance may only be provided when the BIA has such resources available and the wild land fire is a threat to life and/or real property.

5.5 Protection of Point of Origin

The Contractor shall protect the Point of Origin of each Indian wild land fire for arson investigation by the appropriate officials.

5.6 Provisions of Rations to Firefighters

The Contractor shall provide food and drinks to its firefighters for the first 12 hours of an assignment. A BIA Representative may at any time provide additional food and drinks at no cost to the Contractor.

5.7 Reporting Requirements

The Contractor agrees to submit a BIA Individual Wild land Fire Report and Invoice within 5 days of the ending date of Contractor's wild land fire response on known Indian wild land, and no later than 30 days from the ending date of Contractor's wild land fire response on wild land later discovered to be Indian wild land.

SECTION 6. GOVERNMENT FURNISHED EQUIPMENT AND SUPPLIES

6.1 Joint Fire Prevention Activities

The BIA may provide prevention materials to the Contractor, if available to the BIA. The Contractor shall participate to the extent possible in Indian wild land fire prevention activities with the BIA in the Contractor's Primary Response Area when requested by a BIA Representative.

6.2 Technical Assistance

The BIA may offer to the Contractor's organization, training, technical assistance, and any other expertise available on its staff.

6.3 Personal Protective Equipment

The BIA may provide the Contractor with one or more sets of personal protective equipment that shall include hard hats, eye protection, fire resistant coveralls, leather work gloves, and fire shelters. The BIA shall determine the number of sets to be provided, based on financial considerations. The Contractor may possess and use the personal protective equipment provided by the BIA while this contract is in effect. The Contractor shall not be required to pay or reimburse the BIA for personal protective equipment provided by the BIA, but the BIA shall have the option to require return of the equipment upon termination of the contract.

SECTION 7. CONTRACT FURNISHED EQUIPMENT AND SUPPLIES

7.1 Provision and Condition of Equipment.

With the exception of personal protective equipment sets provided by the BIA pursuant to Section 6 of this contract, the Contractor shall provide all equipment used by the Contractor in performing functions under this contract. All equipment furnished by the Contractor under this contract must be inspected by a BIA Representative prior to assignment. The BIA reserves the right to reject equipment which is not in a safe and operative condition.

7.2 Equipment Operating Supplies

The Contractor shall provide equipment operating supplies unless otherwise expressly stated in this contract. Equipment operating supplies are consumables and include but are not limited to fuel, oil, filters, batteries, and other similar types of consumable supplies.

7.3 Equipment Repairs

Repairs to equipment shall be made and paid for by the Contractor unless otherwise expressly stated in this contract.

7.4 Loss, Damage or Destruction of Equipment or Wild land Firefighting Supplies

The Contractor may be reimbursed if such losses, damages or destruction were directly caused by the Indian wild land fire being suppressed and if its employees and/or operational failures in the equipment were not a contributing factor to such damage, to the extent not covered by Contractor's insurance. Claims shall be processed in accordance with the Contract Disputes Act of 1978.

SECTION 8. FIREFIGHTER FITNESS AND TRAINING QUALIFICATIONS

8.1 Minimum Standards for Firefighters Engaged in Fire Suppression on Indian Wild land within Contractor's Normal Operating Area.

The Contractor shall establish and maintain written physical fitness and wild land training standards for firefighters engaged in fire suppression on Indian wild land within its Normal Operating Area for purposes of this contract, to ensure that each of its firefighters possess adequate physical condition to meet the arduous demands of wild land firefighting and that each of it firefighters is trained to safely execute wild land fire suppression tactics and strategies. These standards shall be included in the Contractor's Standard Operating Procedures. In the absence of establishment of standards by Contractor, National Wildfire Coordinating Group standards shall serve as minimum fitness and training standards for firefighters engaged in fire suppression on Indian wild land inside Contractor's Normal Operating Area.

8.2 Minimum Standards for Firefighters Operating Outside Contractor's Normal Operating Area

Although services by the Contractor's firefighters outside of their Normal Operating Area on federal wild land fires are outside the scope of this contract, the Contractor acknowledges that National Wildfire Coordinating Group Fitness and Training Standards must be adhered to by its firefighters when engaged in such activities.

8.3 Certification of Qualifications

The Contractor shall certify to the BIA that each of its firefighters participating in wild land fire suppression on Indian wild land within or outside the Contractor's geographic protection area meet and adhere to the minimum standards for such activities as set forth in this Section, before use of the firefighter for purposes of this Contract.

8.4 Recommended Training

The Contractor will work towards the goal of requiring its firefighters to meet wild land fire training qualifications and physical fitness standards as defined by the National Wildfire Coordinating Group and any other standards set forth by the BIA. Completion of National Wildfire Coordinating Group courses S-130, S-190, I-100 and I-200 are recommended. The BIA may provide training opportunities to firefighters at no cost to Contractor, which may include initial training and/or supplemental training.

SECTION 9. SAFETY REQUIREMENTS

9.1 Personal Protective Equipment

Each of the Contractor's firefighters shall utilize the following minimum required personal protective equipment set while actively engaged in an Indian wild land fire response: hard hat, eye protection, long sleeve fire resistant shirt, fire resistant trousers (fire resistant coveralls are also acceptable), leather boots with minimum 8" top and non-skid soles, leather work gloves, and a fire shelter. Personal protective equipment shall meet National Fire Protection Association 1977-93 standards where applicable.

9.2 Compliance with Safety Rules and Standards

The Contractor shall comply with all National Fire Protection Association or National Wildfire Coordinating Group safety rules and standards.

SECTION 10. PAYMENT RATE

10.1 Reimbursement to Contractor for Primary Services

The BIA shall reimburse the Contractor for the cost incurred by such party for Indian wild land fire suppression activities within the Contractor's Primary Response Area, in accordance with the

payment provisions in this Section.

10.2 Payment to Contractor

The BIA shall also pay the Contractor for reasonable Mutual-Aid on Indian wild land fires within Contractor's Normal Operating Area, if such assistance has been determined to be appropriate by the BIA Representative. Such determination shall be based on the need for the Mutual Aid at the specific fire location and time as indicated by: 1) a Burning Index (BI) of 30 or above, as reported on the internet by the Oklahoma Department of Agriculture, for Mutual Aid to an area immediately adjacent to Contractor's primary response area; or 2) a BI of 36 or above for Mutual Aid to an area which is not immediately adjacent to Contractor's primary response area; or 3) a BI below 30 for Mutual Aid anywhere in Contractor's Normal Operating Area, where there was a lack of other available fire suppression resources to respond to the fire.

10.3 Reimbursement to Contractor for Payment for Mutual-Aid by Another Entity

If another entity provides "mutual aid" by assisting with Contractor's Indian wild land suppression activities in Contractor's Primary Response Area, the Contractor shall be responsible for any payment due said entity, unless said entity is entitled to receive direct payment from the BIA through a Wild land Fire Management Contract or Agreement between the entity and the BIA.

10.4 Rate for Initial Attack

The BIA shall pay the Contractor a flat rate, which is cited on the OF-347, for an Initial Attack, which includes up to the first 12 hours of suppression. Invoices shall be submitted to the Regional Office for payment for initial attack on the invoice form provided by the BIA and shall include a wild land fire report. All wild land fire reports shall be signed by the Contractor's incident commander or person in charge and approved by a BIA Representative. There shall be no payment or reimbursement for false runs or for those invoices which do not include a wild land fire report.

10.5 Rates for Extended Attack

Indian wild land fires which require suppression efforts to continue beyond an Initial Attack shall be considered to be in Extended Attack. If use of Contractor's resources for extended attack is approved by the authorized BIA Representative, the BIA shall pay for the Extended Attack. The BIA shall not make payment or reimbursement for equipment that has not been inspected and approved by the BIA.

Payments for Extended Attack shall be in the form of an hourly rate or a mileage rate as set forth in the attached Cooperative Wild land Rate Schedule, which is incorporated into and made a part of this contract as Attachment 4. The hourly rate will be used for time beyond the twelve-hour Initial Attack time, unless the Contractor is using government excess property, in which case the mileage rate will be used. The Extended Attack time period subject to BIA payment or reimbursement at an hourly rate shall start twelve hours from the time the Contractor is notified to respond to an incident on Indian wild land, and shall end by notification to the Contractor by the Incident Commander or a BIA Representative that equipment is released back to its point of hire.

The time shall be recorded by the Incident Commander, a BIA Representative or person responsible for ordering and/or directing use of each piece of equipment. Time for purposes of the hourly rate shall be calculated to the nearest half hour. Mileage for purposes of the mileage rate shall be calculated to the nearest mile.

Invoices submitted for payment for extended initial attack shall be submitted through the Regional Office on a form provided by the BIA, and shall include completed Crew Time Reports (Form SF-261) and/or Emergency Equipment Shift Tickets (Form SF-297) signed by the Incident Commander and approved by a BIA Representative and itemized receipts for any other expenses. Invoices for work shifts exceeding sixteen (16) hours must be accompanied by written justification approved by the Incident Commander and a BIA Representative.

Once an invoice is received and verified that it meets the criteria that it is a fire that can be processed by the BIA, a BPA Call will be issued against the contract. The BPA Call will be mailed back to the fire department. This will be the document that you use to create the invoice in IPP, which is the US Treasury's Invoice Processing Platform System. The website for this system is www.ipp.gov. Prior to submitting any invoices, the fire department will need to register in this system. Once the invoice has been created and approved, payment should be received within 14 days.

10.6 Deductions from Payments and Reimbursements

Unless specifically stated elsewhere in this contract, the cost of any commissary items, supplies, materials, or services provided to the Contractor by the BIA, including operating supplies and/or equipment repairs provided by the BIA pursuant to Section 7 of the contract, shall be deducted from the payment or reimbursement to the Contractor.

SECTION 11. BENEFITS AND INSURANCE

The Contractor shall pay all salaries, insurance, pensions and other benefits provided to firefighters regularly employed by the Contractor. Nothing herein waives or limits the responsibility of the Contractor and any entity providing mutual aid to the Contractor on Indian wild land to provide Workers Compensation coverage for its own employees as defined by Title 85 of the Oklahoma Statutes, who perform services pursuant to this Contract. The Contractor shall provide an Annual Certificate of Insurance to the Contracting Officer as evidence that policies providing the required coverage and limits are in full force and effect for its employees who may perform services pursuant to this contract. Where a claim for Workers Compensation is made, the employee's entity is responsible for providing the Workers Compensation coverage regardless of where the action occurred or the law that was being enforced.

SECTION 12. LIABILITIES AND IMMUNITIES

Notwithstanding any other provision in this Contract, the BIA, including its agents, employees and insurers, shall not have the authority or any right whatsoever to control in any manner the day-to-day discharge of the duties and/or activities of the Contractor's employees, and do not assume any responsibility or liability for the actions of Contractor's employees which are performed within or

outside the scope of their duties. Contractor and its agents, employees, contractors, and volunteers, shall be deemed independent contractors, and shall not be deemed agents of the BIA for any purpose.

SECTION 13. INSPECTION AND AUDIT OF RECORDS

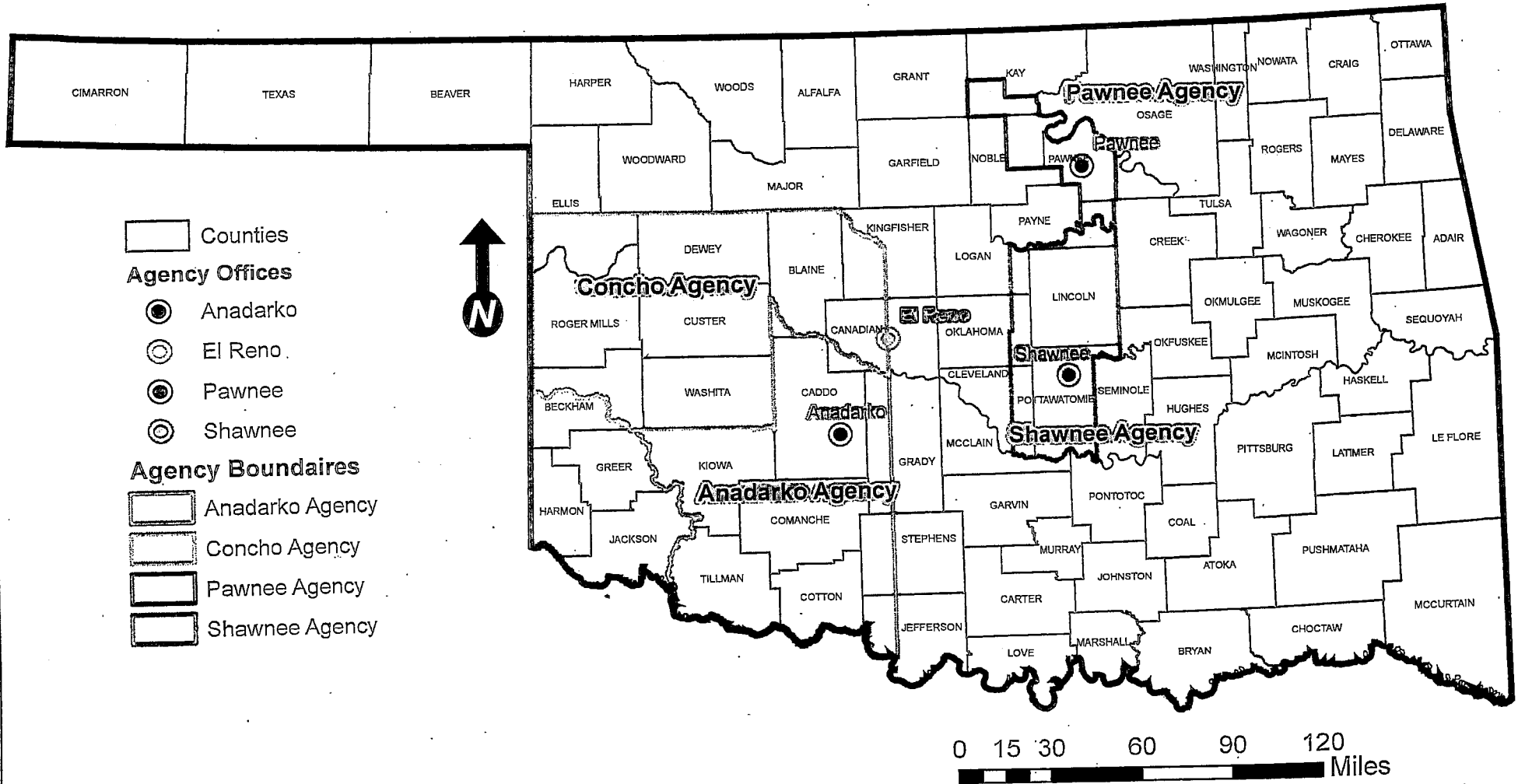
The Contractor shall retain all books, accounts, reports, files and other records ("Records") relating to this contract for a period of five years after completion of this contract. All records shall be subject to inspection and audit by the BIA at all reasonable times. Upon request, the Contractor shall produce the original of any and all such records at the offices of the BIA.

Attachment 2

Exterior Boundary of Regional Office Service Area

Attachment 2

DOI Bureau of Indian Affairs Southern Plains Region



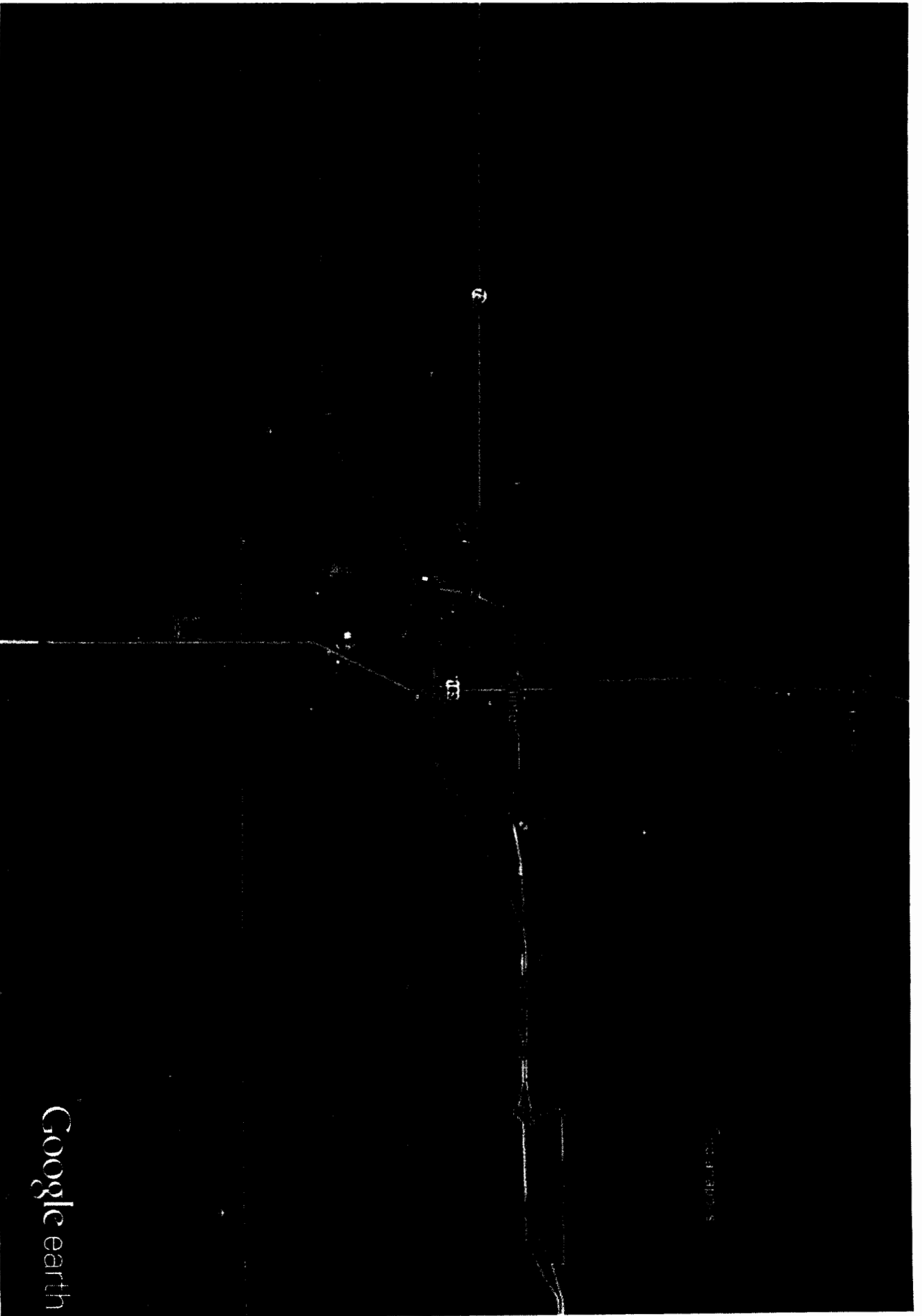
Southern Plains Region
Branch of Natural Resources
Natural Effects
Natural Resources Specialist (GIS)



The map is created from a subset of data from the Bureau of Indian Affairs Southern Plains Regional Geographic Information System (GIS) database. The BIA-SPR makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the BIA-SPR, including the implied validity of any uses of such data.

Attachment # 3

Contractors Normal Operating Area



Google earth

miles
km



Google earth

Attachment # 4

Contractors Wild Land Rate Schedule

VFD EQUIPMENT RATE WORKSHEET ICS TYPE 4 - 7 WILDLAND ENGINES

ITEM	RATE/HR	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6
Fire Dept. Name: Thomas Fire Dept.							
Cooperator Unit #		Brush - 1	Brush - 2	Brush - 3	Brush - 4		
Truck (required)							
cooperator owned (32,000 GVW)	23.5						
cooperator owned (28,000 GVW)	21.5						
cooperator owned (26,000 GVW)	19.5						
cooperator owned (15,000 GVW)	17.5						
cooperator owned (12,000 GVW)	15.5						
cooperator owned (10,000 GVW)	13.5						
cooperator owned (8,500 GVW)	11.5						
cooperator owned (7,500 GVW)	9.5						
federal excess	0						
4 x 4 (20% of above rate)	varies						
Pump (required)							
10 - 29 GPM (ICS type VII)	2						
30 - 49 GPM (ICS type VI)	4						
50+ GPM (ICS type V)	5						
50+ GPM (ICS type IV)	6						
Tank (required)							
50 - 199 gal (ICS type VII)	0.5						
150 - 299 gal (ICS type VI)	2.5						
300 - 499 gal (ICS type VI)	4.5						
400 - 749 gal (ICS type V)	6.5						
750 gal (ICS type IV)	8.5						
Hardline (required)							
50 - 150' 3/4 - 1" w/nozzle	2						
150+ 3/4 - 1" w/nozzle	3						
Foam							
direct line injection/tank mix	1						
foam proportioning unit	3						
2 - 5gal. foam on truck	3						
CAFS System	6						
Hose (required)							
< 200' 1" CJRL or Synthetic (ICS type VII)	0						
200 - 299' 1" CJRL or Synthetic (ICS type VII)	2						
< 300' 1" CJRL or Synthetic (ICS type IV - VI)	0						
300'+ 1" CJRL or Synthetic (ICS type IV - VI)	3						
<200' 1 1/2" CJRL or Synthetic (ICS type VII)	0						
200 - 299' 1 1/2" CJRL or Synthetic (ICS type VII)	2						
300'+ 1 1/2" CJRL or Synthetic ICS type IV - VI)	3						
Suction 1 1/2" X 8' (1 section)	0						
Suction 1 1/2" X 8' (2 sections)	1						
Chainsaw/Leaf Blower							
Leaf Blower with accessories	1						
Saw with operating accessories	2						
Saw with no operating accessories	0						
Hand Tools (required)							
2 (minimum)	1						
3+	3						
Fittings (required)							
Less than on Equipment Requirement List	0						
All fittings on Equipment Requirement List	4						
Water Handling Accessories (required)							
Less than on Equipment Requirement List	0						
All accessories on Equipment Requirement List	1						
Miscellaneous Accessories (required)							
Less than on Equipment Requirement List	0						
All accessories on Equipment Requirement List	3						
Staffing Rate							
	TOTAL						
Mileage Rate for Federal Excess Property							

Attachment # 5

Authorizing Resolution from Governing Body of Contractor

[Non-profit Corporation]

Approved in Accordance with Authorizing Resolution of Trustees of the non-profit corporation (Attachment 5):

Chairman,

Date

Clinton Fire Department, Inc.

Fire Chief, Clinton Fire Department, Inc.

Date

Attachment # 6

Proof of Insurance

Attachment # 7

CCR Registration

Attachment # 7

**DUNS
SAM
System for Award Management**

Attachment # 8

Rural Fire Department

SOP

ATTACHMENT #8
FIRE DEPARTMENT TRAINING
PROCEDURES

1. ALL FIREMEN WILL ATTEND THE MONTHLY FIRE TRAINING SESSIONS AND ANY SPECIAL WILDLAND FIRE TRAINING SCHOOLS OFFERED.
2. THE FIRE DEPARTMENT WILL BE THE TRAINING CENTER FOR WILDLAND FIRE TRAINING.
3. NECESSARY TRAINING MATERIALS WILL BE KEPT AT THE STATION AND CHECKED OUT AS NEEDED
4. INSTRUCTORS WILL CLEAR WITH SCHOOLS THROUGH THE CHIEF AND ALL SCHEDULES CONCERNED.
5. TRAINING AREAS WILL BE AT THE STATION AND TO INCLUDE ANY STREET, OPEN AREA, AND BUILDINGS AS DEEMED NECESSARY.
6. THERE WILL BE A MINIMUM OF 2 HOURS OF TRAINING EVERY TWO MONTHS.
7. COMPANY TRAINING SHOULD BE A MINIMUM OF FIVE HOURS EVERY MONTH. OFFICERS WILL TAKE SIXTEEN HOURS OF TRAINING YEARLY.
8. NEW DRIVERS AND OPERATORS WILL TRAIN A MINIMUM OF 20 HOURS YEARLY.
9. DRIVERS AND OPERATORS WILL TRAIN A MINIMUM OF SIXTEEN HOURS YEARLY.
10. REQUIRE ALL FIREFIGHTERS TO WEAR PERSONAL PROTECTIVE EQUIPMENT (PPE) WHEN WORKING ON WILDLAND FIRES.

**FIRE FIGHTER AND PUBLIC SAFETY ARE THE HIGHEST
PRIORITIES OF THE WILDLAND FIRE MANAGEMENT PROGRAM**

Attachment # 9

Designation of COTR