

DEPARTMENT OF AGRICULTURE
STATE OF SOUTH DAKOTA
SERVICE CONTRACT

THIS AGREEMENT IS HEREBY made and entered into by and between the South Dakota Department of Agriculture, an agency of the State of South Dakota, 523 East Capitol Ave., Pierre, SD 57501-3182, (hereinafter "State") and _____ (Name) _____, of _____ (Address) _____, (City), (State), (Zip Code), (hereinafter "Contractor").

The State hereby enters into this Agreement for services with Contractor in consideration of and pursuant to the terms and conditions set forth below.

1. The Contractor will perform those services described in the Resource Work Plan, attached hereto as **Exhibit A** and by this reference incorporated herein.

2. The Contractor's services under this Agreement shall commence on the ___ Day of _____, 201__ and end on the ___ Day of _____, 201__, and up to four (4) one-year option renewal periods, unless sooner terminated pursuant to the terms hereof.

3. The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

4. The State will make payment for services upon satisfactory completion of the services. The contract amount is an amount not to exceed \$_____ per calendar year, **with the TOTAL CONTRACT amount not to exceed \$_____**. The State will not pay Contractor's expenses as a separate item, unless noted in the work plan of this contract. Payment will be made consistent with SDCL ch. 5-26.

5. The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00 as is necessary or required by South Dakota Law.

C. Business Automobile Liability Insurance:

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

7. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The Contractor will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or three years following termination of this Agreement.

8. While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

9. Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law.

Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

10. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions of this

Standard Service Contract Form

Revised June 2012

Agreement, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

11. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

12. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

15. The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

16. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. **Notices shall be given by and to Cindy Hansen, 4250 Fire Station Rd., Ste 2, Rapid City, SD 57703 on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing.** Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

19. Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

20. The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

21. CONTRACTOR agrees to **furnish a cost statement or equipment use invoice to the Fire Business Accountant (address below)**, within 30 working days of the incident for all related expenditures that CONTRACTOR incurred and are related to damages or expenses associated with forest fire suppression or all-risk activities. All original paperwork and/or payment documents and receipts must be submitted with the cost statement to:

Fire Business Accountant
South Dakota Wildland Fire Suppression Division
4250 Fire Station Road, Suite #2
Rapid City, SD 57703-8722

HEAVY EQUIPMENT FOR FIRE

22. The rates that are assigned to each piece of equipment are determined by the Rocky Mountain Incident Business Committee and approved by the South Dakota Secretary of Agriculture. The rates may be updated each year. Any updates will be forwarded to the contractor. The base rate includes a specific staffing level depending on the type of equipment. This contract is a WET contract. All fuel and equipment supplies will be provided by the Contractor. If fuel or supplies are provided by the Incident the cost will be deducted from Contractors pay.

23. Staffing levels for equipment are determined by policies set forth in the National Interagency Mobilization Guide and local zone dispatch protocols. Staffing levels may vary as requested by the requesting agency. The contractor agrees to provide a staffing level as indicated below.

24. EQUIPMENT

Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

Contractors wishing to enter into an agreement with the State of South Dakota must have a pre-contract inspection completed before the contract can be signed by the Secretary of Agriculture. While being utilized on an incident the Contractor's equipment and operator will be escorted by a qualified firefighter at all times on the fireline.

The Contractor's equipment will be staffed by a single operator during an operational shift. If the equipment is used for a double shift the Contractor will provide a replacement operator for the second shift.

Licensing Requirements: If a piece of equipment requires a licensed operator then all operators under this agreement must have a valid license (i.e. Commercial Driver's License).

Equipment Typing: The equipment typing in the tables below is based on either horsepower or weight. Types are listed in the tables in reverse order from smallest to largest.

Incident Inspection: Equipment will be inspected during check-in at an incident utilizing the OF-296 Vehicle/Heavy Equipment Safety Inspection Checklist. The checklist is attached to this document.

EQUIPMENT REQUIREMENTS

All equipment must have:

1. Carrier Insurance as required by 49 CFR 387.7 (applicable for transports when hauling another vendor's equipment).
2. An audible reverse warning device (backup alarm) of 89 decibel or greater measured at 5 feet behind and in the center of the equipment.
3. A fire extinguisher, multi-purpose 2A10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
4. Axe or Pulaski and shovel
5. Approved spark arrester on all naturally aspirated engines
6. All factory guards shall be in place and in functional condition (i.e. engine compartment) (applicable for heavy equipment)
7. Radiator protection (applicable for heavy equipment)
8. Seat belts
9. Flashlight
10. Water, 1 gal drinking
11. 5-person first aid kit
12. Personnel protective equipment (PPE): Contractor will be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as described in the agreement. Contractor will be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good

repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel will be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

25. PERSONNEL REQUIREMENTS

All employees provided by the contractor for service under this agreement must be at Least 18 years of age

Training/Experience

The contractor and/or any operator working for the contractor must meet the following minimum requirements.

1. RT-130 Fireline Refresher including fire shelter training.
2. Appropriate Commercial Driver's License (for transports, when required).
3. All operators will be able to operate the equipment safely within the manufacturer's limitations, to include GVWR (i.e., experience working in steep terrain, timber, etc.).
4. The State can provide RT-130 Fireline Refresher and fire shelter training for the Contractor and operators at no charge. Training must take place before an assignment can be offered.
5. The State reserves the right to verify training at any time for all operators.

Personal Protective Equipment

The following personal protective equipment is required and must be provided by the contractor:

1. Boots: All leather, Lace up type, minimum 8 inches high with lug type sole in good condition (steel toed boots are not recommended).
2. Hardhat: Plastic, class B, ANSI Z89.1, OSHA approved, with chinstrap. Note: Hardhat meeting NFPA Standard 1977, 1998 edition is required.
3. Gloves: One pair heavy duty leather per person.
4. Eye Protection: Safety glasses or goggles 1 pair per person (meets ANSI 287, latest edition).
5. Hearing Protection: Earplugs or headset type hearing protection must be used whenever sound levels exceed 85 decibels.
6. Headlamp: One per person with batteries and attachment for hardhat.
7. Canteen: One quart size, two per person required, and four per person recommended (filled prior to arrival at incident).
8. Flame resistant clothing – Shirt and trousers or coveralls for routine fireline duties. Fire resistant clothing must:
 - Self-extinguish upon removal from heat source.
 - Act as an effective thermal barrier by minimizing conductive heat transfer.
 - Not melt or shrink to any appreciable degree upon decomposition during exposure to a high heat source.
 - Be manufactured from flame retardant treated (FRT) cotton, (FRT) rayon, (FRT) wool, aramid (Nomex), or other similar fabric.
 - Be certified to current 1977 NFPA standards.

- It is recommended that fireline personnel wear undergarments that are made of cotton, wool, or a blend of flame resistant fibers.
- Any questions about PPE standards or information on where to acquire PPE can be directed to Jim Strain, Asst. Chief of Operations, SD State Wildland Fire, at 605-393-8011 during normal business hours.

In addition to items listed above, the following requirements must to be met for each equipment Type listed below:

DOZER

Minimum Standards for Types And Rates

Type	Flywheel Horsepower	Fully Operated Daily Rate Single Shift (\$)	Fully Operated Daily Rate Double Shift (\$)
3	50-99	1230	2030
2	100-199	1781	2939
1	200-320	2609	4305

Dozers must also have:

1. Rollover Protective Structure (ROPS) meeting ISO 3471, ISO 8082, or SAEJ 1040 is required on all machines. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is required. Modification of factory ROPS/FOPS (Cutting/Welding) and any aftermarket ROPS/FOPS requires certification to ISO 3471, ISO 8082, or SAEJ 1040.
2. Heavy Equipment used for line construction or line rehabilitation in heavy timber types must meet all applicable Federal and State (the State where the equipment is registered) logging safety standards (per OSHA, 29 CFR 1910.266) and must have **Operator Protection**, such as a Forestry cab package with wire mesh or safety glazing that provides equivalent protection. Stand-alone safety glass does not provide equivalent protection to wire mesh, however it may be used as part of the window glazing system. Polycarbonate windows are not "glass" and may be acceptable as a stand-alone window guard. Any machine cab meeting ISO 8084 or SAE 1084 fulfills this requirement.
3. The protective canopy will be constructed to protect the operator from injury due to falling trees, limbs, saplings or branches which might enter the compartment side areas and from snapping winch lines or other objects. The rear portion of the cab will be fully enclosed with open mesh material with openings of such size as to reject the entrance of an object larger than 2 inches in diameter. The covering will be affixed to the structural members so that ample clearance will be provided between the screen and the back of the operator and will provide maximum rearward visibility. Open mesh will be extended forward as far as possible from the rear corners of the cab sides to provide the maximum protection against obstacles, branches, etc., entering the cab area. Deflectors, which may be part of the cab, will be installed in front of the operator area to deflect whipping

saplings and branches. Deflectors must be located so as not to impede visibility and access to the cab.

4. A dozer that does not meet OSHA Logging Safety standards for heavy timber types can still be hired under this contract, but there will be a 10% reduction in the daily rate.
5. Lighting (2 rear, 2 forward). Lights minimum will be mounted to the equipment in such a way as to provide protection from damage and provide illumination beyond the blade.
6. Underbody protection (belly pan, rock guards unless not recommended by manufacturer.
7. Full "U" blades and/or cable blades ARE NOT ACCEPTABLE. See B.11 for definitions.
8. Winch Minimum Standards. (If equipped)
9. 50-100 HP – Minimum 30,000 lb. with a minimum of 50 feet of 5/8" cable
10. 101-139 HP - Minimum 50,000 lb. with a minimum of 50 feet of 3/4" cable
11. 140-179 HP - Minimum 60,000 lb. with a minimum of 50 feet of 7/8" cable
12. 180-320 HP - Minimum 80,000 lb. with a minimum of 50 feet of 1" cable
13. Dozers with winches that meet the minimum standards will receive a 2% increase in the daily shift rate.
14. Dozers with 6 way hydraulic blades are desired because of increased efficiency. If full hydraulic 6 way blade dozers are not available, and a 4 way blade dozer or a flat blade with manual angle is hired the daily rate will be adjusted downward by 30% due to the loss of efficiency.

EXCAVATOR WITH THUMB/CLAMSHELL

Minimum Standards for Types and Rates

Type	Minimum Weight Class In Pounds	Flywheel Horsepower	Fully Operated Daily Rate Single Shift (\$)	Fully Operated Daily Rate Double Shift (\$)
4	15,000	60-80	1245	2054
3	25,000	81-110	1420	2343
2	32,000	111-155	1820	3003
1	50,000	156 +	2130	3415

Excavators must also have:

1. Operator Protection System. will have a factory canopy with deflectors installed in front of the operator area to deflect whipping saplings, branches and debris broken off by the action of the bucket or hydraulic thumb. Deflectors shall be located so as not to impede visibility and access to the cab but still protect the operator from frontal damage.
2. Capability of operating at manufacturer's limitations (i.e., slope).

3. Lighting (2 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the bucket/thumb.
4. Only excavators with hydraulic thumb or clamshell are acceptable. See B.11 for definitions.
5. Machines used in fire line construction or rehabilitation in heavy timber types must have forestry-type operator cab guarding in place. This will include window guarding as described in the Dozer, Skidder, and Feller Buncher sections. Daily rates will be reduced by 10% for equipment not meeting these specifications
6. Steel Tracks

Road Grader

Minimum Standards for Types and Rates

Type	Flywheel Horsepower	Fully Operated Daily Rate Single Shift (\$)	Fully Operated Daily Rate Double Shift (\$)
3	<125	1265	2087
2	126-200	1560	2574
1	201+	1910	3125

Road Graders must also have:

1. Rollover Protective Structure (ROPS) meeting ISO 3471, ISO 8082, or SAEJ 1040 is required on all machines. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is required. Modification of factory ROPS/FOPS (Cutting/Welding) and any aftermarket ROPS/FOPS requires certification to ISO 3471, ISO 8082, or SAEJ 1040.
2. Tires that are in good working condition with no obvious signs of abnormal wear or weather checking.
3. A complete lighting package to provide lighting for night operations.

Skidders

Minimum Standards for types and Rates

Type	Flywheel Horsepower	Fully Operated Daily Rate Single Shift (\$)	Fully Operated Daily Rate Double Shift (\$)
2	69-99	1200	1980
1	100+	1955	3226

Skidders must also have:

1. Rollover Protective Structure (ROPS) meeting ISO 3471, ISO 8082, or SAEJ 1040 is required on all machines. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is

- required. Modification of factory ROPS/FOPS (Cutting/Welding) and any aftermarket ROPS/FOPS requires certification to ISO 3471, ISO 8082, or SAEJ 1040.
2. Heavy Equipment used for line construction or line rehabilitation in heavy timber types must meet all applicable Federal and State (the State where the equipment is registered) logging safety standards (per OSHA, 29 CFR 1910.266) and must have **Operator Protection**, such as a Forestry cab package with wire mesh or safety glazing that provides equivalent protection. Stand-alone safety glass does not provide equivalent protection to wire mesh, however it may be used as part of the window glazing system. Polycarbonate windows are not "glass" and may be acceptable as a stand-alone window guard. Any machine cab meeting ISO 8084 or SAE 1084 fulfills this requirement.
 3. The protective canopy will be constructed to protect the operator from injury due to falling trees, limbs, saplings or branches which might enter the compartment side areas and from snapping winch lines or other objects. The rear portion of the cab will be fully enclosed with open mesh material with openings of such size as to reject the entrance of an object larger than 2 inches in diameter. The covering will be affixed to the structural members so that ample clearance will be provided between the screen and the back of the operator and will provide maximum rearward visibility. Open mesh will be extended forward as far as possible from the rear corners of the cab sides to provide the maximum protection against obstacles, branches, etc., entering the cab area. Deflectors, which may be part of the cab, will be installed in front of the operator area to deflect whipping saplings and branches. Deflectors must be located so as not to impede visibility and access to the cab.
 4. Tires that are in good working condition with no obvious signs of abnormal wear or weather checking.
 5. Tire Chains are required, and if requested must be made available by the next operational period.
 6. A complete lighting package to provide lighting for night operations.

Feller / Buncher With Bar Saw or Rotary Saws

Minimum Standards for Types and Rates

Type	Flywheel Horsepower	Fully Operated Daily Rate Single Shift (\$)	Fully Operated Daily Rate Double Shift (\$)
2	160-225	2555	4216
1	226+	3410	5627

Feller / Buncher's must also have:

1. Rollover Protective Structure (ROPS) meeting ISO 3471, ISO 8082, or SAEJ 1040 is required on all machines. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is required. Modification of factory ROPS/FOPS (Cutting/Welding) and any

aftermarket ROPS/FOPS requires certification to ISO 3471, ISO 8082, or SAEJ 1040.

2. Heavy Equipment used for line construction or line rehabilitation in heavy timber types must meet all applicable Federal and State (the State where the equipment is registered) logging safety standards (per OSHA, 29 CFR 1910.266) and must have **Operator Protection**, such as a Forestry cab package with wire mesh or safety glazing that provides equivalent protection. Stand-alone safety glass does not provide equivalent protection to wire mesh, however it may be used as part of the window glazing system. Polycarbonate windows are not "glass" and may be acceptable as a stand-alone window guard. Any machine cab meeting ISO 8084 or SAE 1084 fulfills this requirement.
3. The protective canopy will be constructed to protect the operator from injury due to falling trees, limbs, saplings or branches which might enter the compartment side areas and from snapping winch lines or other objects. The rear portion of the cab will be fully enclosed with open mesh material with openings of such size as to reject the entrance of an object larger than 2 inches in diameter. The covering will be affixed to the structural members so that ample clearance will be provided between the screen and the back of the operator and will provide maximum rearward visibility. Open mesh will be extended forward as far as possible from the rear corners of the cab sides to provide the maximum protection against obstacles, branches, etc., entering the cab area. Deflectors, which may be part of the cab, will be installed in front of the operator area to deflect whipping saplings and branches. Deflectors must be located so as not to impede visibility and access to the cab.
4. The above rates are based on a machine equipped with a bar saw capable of cutting 22 inch and up DBH trees with accumulator arm or a Rotary (Hot) Saw capable of cutting 20inch and up DBH trees with accumulator arm.
5. A complete lighting package to provide lighting for night operations.

Transports

Minimum Standards for Types and Rates

Type	Load Rating	Fully Operated Daily Rate (\$)
3	20,000 to 36,000 lbs.	1010
2	36,001 to 60,000 lbs.	1315
1	Over 60,001 lbs.	1519

When a transport and another piece of heavy equipment, such as a dozer, are ordered with a single operator to operate BOTH pieces of equipment, adjustments to the daily rate will be made as follows: Equipment will be paid at the daily rate and transport will be paid at 65% of the transport daily rate

If the transport has a separate driver and is retained by the Incident the full daily rate for the transport will be paid.

If the transport is released by the Incident after off-loading, the transport will be paid a prorated hourly rate based on the fully operated daily rate

Transports that haul equipment not owned by the transport company are required to have Common Carrier Insurance.

Transports will be expected to operate under the following conditions:

Heavy equipment transport operators are responsible for following Department of Transportation (DOT) standards while in transit and adhere to legal weights, laws and limits pertaining to the transport of heavy equipment while under hire. Transport operators may be required to transport loads of up to the maximum GVWR rating of the tractor-trailer combination on steep and poorly maintained roads. Operators should expect to drive on secondary roads with grades of up to 15 percent, with close radius switchbacks and road surfaces of natural material. Truck and trailer must be capable of working on secondary Forest/Range roads with adequate tractor horsepower and trailer clearance to excel in this environment. Operators may haul dozers, road graders, excavators and logging equipment while under hire and must understand load securement and tractor-trailer limitations. Operator is responsible for meeting all State requirements, such as, weight restrictions and hauling permits. All special permits are the responsibility of the Operator.

26. LENGTH OF ASSIGNMENT & CREW ROTATION

Normal period of assignment may last from a few days to several weeks. No minimum or maximum period of assignment is guaranteed. However, once on an assignment, contract personnel are guaranteed 8 hours per day, per piece of equipment, except for the first and last days. It is common for daily shifts to average 12 hours per shift.

The Incident Commander (IC) shall determine Rest and Recuperations (R&R) for personnel assigned to the incident. The State will compensate Contractor for 8 hours per day per person as determined by U.S. Department of Labor Wage Determination Tables for the Midwestern Region when required to stay under Incident control for R&R. Contractor shall not be compensated for services or mileage if personnel are permitted to return to point of hire, or home, for R&R.

Work/rest guidelines are in place to ensure the health and safety of employees. Contractors will ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest)). To mitigate exceeding work/rest guidelines and manage the days of rest, the State has the option to:

- a. Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest guidelines and must arrive at the incident fully rested. The State will not pay transportation cost for replacement personnel.
- b. Release resources after a 14-day assignment.
- c. With the Incident Commander's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions.

27. LOCATION

The exact location where services are to be performed will be determined at the time the resources are ordered/dispatched.

Working conditions may vary for each site. Work is usually performed in a camp setting in a forest or rangeland environment, sometimes in steep terrain where surfaces may be uneven, dusty and rocky. Temperatures are frequently extreme (cold or hot), both from the weather and the incident. Smoke, dust and windy conditions usually exist during times of heavy equipment operation.

28. INCIDENT FURNISHED PROPERTY/SERVICES

1. **Subsistence:** The Incident will furnish food and water after the first shift worked if the personnel are not released and are required to stay in base camp.
2. **Supplies:** In an emergency, subject to availability, any supplies needed by contract personnel can be issued by the Incident (to be deducted from the contractor's invoice).
3. **Showers/Laundry:** If available in base camp, showers/laundry services will be available for contract personnel, at no cost.
4. **Personnel protective equipment (PPE):** For replacement or purchase purposes, PPE may be available from the Incident. PPE will be returned to the Incident upon release from the incident or deducted from the contractor's invoice if purchased.
5. **First aid:** The Incident will provide first aid to Contract personnel when needs arise in an emergency situation.. See Contractor furnished Property/Services regarding accidents and illness.

29. CONTRACTOR- FURNISHED PROPERTY/SERVICES

1. **Personnel:** Contractor will provide trained contract personnel at the times and places specified. Contractor may rotate personnel, if needed (e.g. long-duration incidents), and as agreed upon between the Contractor and the Incident Commander.
2. **Transportation:** The Contractor is responsible for transporting the dozer/excavator/tractor plow to and from the incident. Transports must have current Department of Transportation (DOT) certification and be of sufficient and legal weight rating to transport the equipment.

Contractor is responsible for:

- Meeting all state and federal requirements, such as weight restrictions and hauling permits;
- All special permits;
- Providing all pilot cars when required by a permitting agency.

Equipment may not be unloaded immediately and the Contractor is responsible for all costs associated with the transport until the equipment is unloaded and the transport is released. The transport may be retained at the incident for the sole purpose of transporting the equipment that was originally ordered; the minimum daily guarantee will be paid until the transport is released. This must be documented on the shift ticket and in the Incident Action Plan. If there is no Incident Action Plan (i.e., smaller incidents) approval by the Incident Commander is acceptable. If the contractor elects to keep the transport at the incident location after it is released by the Incident, **this time will be considered non-compensable.** .

The transport may be inspected at the incident. Transports not passing this inspection will be cause for the rejection of both the transport and heavy piece of equipment being hauled. Vehicle(s) that become inoperable will be towed at Contractor's expense.

3. **Subsistence:** Contractor will provide personnel with adequate food and water for the first shift after leaving the point of hire. If contract personnel are allowed to return to their home station, or leave the incident base camp during their off-shift time, the Contractor will provide food, water, transportation, and lodging. Contract personnel will not leave the incident base camp without approval of the Incident Commander if assigned to the incident.
4. **Tires** must have loading rating in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, which including the spare tire, if required, shall have sound sidewalls, body and tire tread depth of a minimum of 2/32 inch for rear tires and 4/32 inch for steering axle tires.
5. **Prohibited Marking:** Federal and State regulations prohibit the use of official agency shields or markings on private vehicles or property.
6. **Supplies:** Contractor will provide sleeping bags for personnel. Tents are also encouraged.
7. **Laundry services:** Laundry services will be the Contractor's responsibility. If the Incident has contract laundry services available at the incident, contract personnel may utilize the service without charge.

Accidents, illness: Contractor's insurance must cover all employee accidents as specified in the insurance requirements of this contract. The Incident will provide first aid to contract personnel when needs arise. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contract personnel are in camp with an illness or injury requiring transport to a medical facility/hospital, they may be transported by the incident medical personnel with costs charge back to the Contractor. Replacement(s) for injured or ill contract personnel will be provided by the contractor, if needed by the Incident and as agreed upon between the Contractor and the State.

29. **CONTRACTOR PERFORMANCE**

1. Unsatisfactory performance may be grounds for contract personnel to be released from an incident and/or this contract being terminated.
2. Contractors are responsible to enforce a harassment free workplace. Contract personnel who engage in harassment may be released from an incident and a Contractor who fails to enforce this policy may have their contract terminated.

30. **ORDERING /DISPATCHING**

Local dispatch units within the contract geographic area will coordinate and dispatch all services required under this contract. Contractors will provide their dispatch contact information at the time of contract award. Orders will be placed verbally, followed by a confirmation fax or email to the Contractor.

The following information will be furnished to the Contractor, or agreed upon, when ordered (dispatched):

1. Upon receiving and accepting a dispatch call from the Dispatch Center or State Duty Officer, the Contractor will have one (1) hour to confirm personnel availability and to

- agree on the time of departure. If the Contractor exceeds this one hour confirmation, the order may be cancelled by the Dispatch or Duty Officer at no cost to the State..
2. At the time of dispatch, an incident resource order will be provided to the Contractor via fax or email.. A copy of the resource order **MUST** be provided at check-in at the incident. Contractors arriving without this copy may not be able to work on the incident. If this occurs and the Incident Commander chooses to allow the contract personnel to work, payment will not be made for mobilization/demobilization.
 3. Locations of and directions to, the incident and any known road conditions and/or safety information related to access to the camp will be relayed at the time of dispatch. Although not anticipated, the Incident may designate a site where the Contractor can meet an Incident representative for escort to the Incident Base Camp.
 4. A check in point at the incident base camp will be provided at the time of dispatch.
 5. To be agreed upon at the time of dispatch:
 - Point of hire
 - Time of hire
 - Method of transporting contract personnel and equipment.
 - Estimated time of arrival (must be able to arrive within 24 hours from the time of dispatch).
 6. At check-in the contractor must provide the following:
 - A copy of the incident resource order (See item 2 above).
 - A copy of current contract.
 7. Equipment Inspection
 - During check-in the equipment will be inspected utilizing the OF-296 Vehicle/Heavy Equipment Safety Checklist. The checklist is attached to this document.

31. CONTRACT PAYMENT ADMINISTRATION INFO

1. **General:** The State will pay the Contractor for the services performed by the Contractor, in accordance with the rates in this contract and the guidelines set within this document. The Contractor's Representative and/or employee will carry copies of the contract and the resource order(s) to the assigned incident. If the Contractor has an assignment for payment, a copy of the Notice of Assignment shall also be carried.
2. **Hourly rates:** The contract hourly rate will be paid from the time of hire and point of hire to the incident, allowing for reasonable travel time to the appointed destination. Once on an assignment, contract personnel and equipment are guaranteed 8 hours per day, per employee or piece of equipment, except for the first and last days (paid at actual hours) and days when they are unable to work (not paid). All personnel and equipment should show a ½ hour meal break on their crew time report or emergency shift ticket. The only time they wouldn't is when working on Initial Attack or in very Active Fire Situations. In these situations it should be documented on their crew time report or emergency shift ticket, as to why no meal break was taken.
3. **Forms/procedures to follow:**
 - After each shift, the Contractor's Representative/ or employee will report the equipment's time to the Finance Section. The Emergency Equipment Shift Ticket (OF-297) or SDWFS Crew/Equipment Time Report (AG-DOF-217/89), will be used to record hours worked and should be signed off by an appropriate agency

official (usually the person directly supervising the contract personnel or equipment at the incident base camp).

- Finance Section personnel will post time to an Equipment Use Invoice, OF-286. When a contractor *is* released from the incident to return to the point of hire, the Finance Section will close out the equipment use invoice with the Contractor's representative. The invoice will include estimated time for return travel.

Invoices should be sent to the Administrative Office for Payment which is:

SD Division of Wildland Fire
Fire Business Accountant
4250 Fire Station Rd., Ste. 2
Rapid City, SD, 57703

4. **Designated payment office criteria:** Payments will be based on the submission of properly signed and completed OF-286 Equipment Use Invoice and Emergency Equipment Shift Ticket (OF-297) or SDWF Crew/Equipment Time Report (AG-DOF-217/89). **Payment will be made by the State of South Dakota.** If the Contractor has designated a financial institution for receipt of electronic funds transfer payments, the Electronic Funds Transfer Payment Method may be used.

Payment Package should include ORIGINAL Copies of:

1. Emergency Equipment Shift Ticket or #2.
2. SDWFS Crew/Equipment Time Report or #1.
3. Equipment Use Invoice, OF-286.
4. Resource Order.
5. Pre & Post Inspection Form.

5. **Other Payment Criteria:**

A. Reimbursement for Meals and Lodging. Compensation for meals and lodging is at the discretion of the incident commander. The contractor will provide the first meal. Reimbursement of lodging and meals for Contractor personnel will be based on per-diem rates and rules established for the State of South Dakota.

* Lodging

Reimbursement for lodging will be based on receipts and will not exceed current state rate per night per individual. Receipts for multiple occupancy must show the single and the multiple occupancy rates. Individual reimbursement will be based on the total room rate (plus tax) divided by the number of occupants. The current SD State lodging rates can be found at: <http://wfs.sd.gov/firebusiness.aspx> and clicking on Travel Regulations.

* Meals

Reimbursement for meals will be based on and cannot exceed current SD State per diem rates. Tips are not reimbursable. The current SD State meal rates can be found at: <http://wfs.sd.gov/firebusiness.aspx> and clicking on Travel Regulations.

6. **Payment will not be made for:**

- Services and/or mileage if personnel are permitted to return to point of hire, or home, for R&R.

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- Costs associated with contract personnel whose employment is terminated at the incident location, or who choose to return from the incident location for personal reasons.
- Days when contract personnel are unable to work, including, but not limited to, absences due to illness or injury.
- Mobilization/demobilization, when contract personnel are transported at the State's expense.
- Mobilization/demobilization when the Contractor chooses to rotate employees.
- Mobilization/demobilization of contractor personnel arriving at the incident without a copy of their resource order.

32. DEFINITIONS

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein:

AGENCY: See "Government".

AGENCY COOPERATOR: Local Government entities available through agreement to assist the Federal and State Government agencies.

AGREEMENT: References the Blanket Purchase Agreement documented on the SF-1449/OF-294, and its attachments.

CAMPSITE: Any area designated by the Incident where there are facilities in support of the incident.

CCR: Contractor Central Registration

CO: Contracting Officer

COR: Contracting Officer's Representative- GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO).

DESIGNATED DISPATCH POINT (DDP): Physical address where the resource is located

DOZER BLADE CONFIGURATIONS:

- FULL U BLADE: A blade that is designed to move large amounts of materials and will have a highly curved and tall face to the blade. This blade will normally have large side wings to carry material.

- SEMI-U COMBINATION BLADE: A blade that is shorter, has less curvature and smaller side wings.

STRAIGHT BLADE: A blade that has no lateral curve or sidewalls.

EXCAVATOR ATTRIBUTES:

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- EXCAVATOR CLAMSHELL BUCKET / HYDRAULIC THUMB: A two-sided bucket used on an excavator to dig in a vertical direction; the bucket is dropped while its jaw-like halves are open and digs as they close. Also known as a clamshell grab. A hydraulic thumb is a hydraulic arm that can be used to secure items in a standard type bucket.

- EXCAVATOR UP DOWN BLADE or DOZER BLADE: A blade mounted on the mainframe of the excavator raised and lowered with hydraulic cylinders. This blade will allow the machine to push material in a grading manner and stabilize the machine while it is working on surfaces that are not level.

EXCAVATOR, STEEP GROUND (STEEP GROUND EXCAVATOR in Section B): Purpose built or modified construction excavator that is capable of working on slopes greater than 45 percent. These excavators may be Feller Buncher carriages with a bucket and hydraulic thumb or clamshell bucket replacing the saw, or tracked carriages that have had modifications to allow the machine to work on steep grades. Operators are highly experienced in steep ground soil work and have knowledge, skills and abilities to construct firelines or rehabilitate firelines to near natural conditions.

FS: Forest Service

FLYWHEEL HORSEPOWER RATING: Horsepower rating taken at the flywheel with all the engine accessories installed not counting transmission losses or anything after the flywheel.

FMCSA: Federal Motor Carrier Safety Administration

GACC: Geographic Area Coordination Center.

GAWR: Gross Axle Weight Rating

GOVERNMENT: State of South Dakota - South Dakota Department of Agriculture (Wildland Fire Division), United States Department of Agriculture _ Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA)

GOVERNMENT REPRESENTATIVE: Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

GVAW: Gross Vehicle Axle Weight

GVWR: Gross Vehicle Weight Rating

HOST DISPATCH CENTER: Interagency dispatch center responsible for dispatching resources under this agreement.

HOST DISPATCH ZONE: Geographic area defined by the Host Dispatch Center's area of authority.

HOURLY WORK RATE: The hourly work rate is computed by using the divisor of 12 into the "fully operated daily single shift rate for that specific kind and type of equipment.

ICS: Incident Command System

IIBM: Interagency Incident Business Management Handbook

INCIDENT: An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INITIAL ATTACK: A planned response to a wildfire given the wildfire's potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

LOW GROUND PRESSURE EQUIPMENT: Equipment with wide pads, designed by the manufacturer to operate in wet, soft or sandy terrain.

ON SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

OPERATIONAL PERIOD: Equal to one shift, an operational period is defined by the incident action plan.

ORDINARY WEAR AND TEAR: 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 is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

POINT OF HIRE: The Contractor's place of business or where resource is located at the time of dispatch.

POINT OF RELEASE: The location from which a contractor is released upon expiration or termination of required services. This point may be the same as the point of hire.

PROPERTY: (Use definition in Interagency Incident Business Management Handbook)

- **Accountable Property.** Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.
- **Durable Property.** Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show "US GOVT", or an agency specific marking.
- **Consumable Goods.** Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

RON: Remain Over Night

ROPS: Roll Over Protection Structure for heavy equipment usually meeting an ISO, SAE, or OSHA standard. Where stated in this contract, equipment must meet these specifications.

ROSS: Resource Ordering and Stating System

SEVERITY: The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

STATE: State of South Dakota

SUPPRESSION: All the work of extinguishing or confining a fire beginning with its discovery

TRANSPORT: The term "transport" includes a truck tractor with trailer(s), or trucks with tilt beds. Trailers may be an enclosed van, flatbed, or lowboy type for hauling heavy equipment.

UNDER HIRE: The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Incident, and end at the estimated time of arrival back to the point of hire after being released.

WORK/REST: Work/rest guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest)).

34. Contract resources are not entitled to paid days(s) off upon release from the incident or at their point of hire.

35. **PROOF OF AUTHORITY TO SIGN:** If the contracting party is not a natural person, **evidence of authority** granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity **must be attached hereto** as a condition precedent to any obligation by the State of South Dakota under the agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement shall be adequate proof of authority.

In Witness Whereof, the parties signify their agreement by signing below.

BY: _____
Lucas Lentsch
Secretary of Agriculture

BY: _____
NAME _____
TITLE _____

Dated this ___ Day of _____, 20__.

Dated this ___ Day of _____, 20__.

Standard form pre-approved by: (deviations require initials)

Reviewed by:

DOA Staff Attorney _____ (on ___ date)

Attorney General's Office _____ (on ___ date)

Risk Management _____ (on ___ date)

-State Agency Coding (MSA Center) _____.

- State Agency MSA Company for which contract will be paid _____.

-Object/subject MSA account to which voucher will be coded _____.

-Name and phone number of contact person in State Agency who can provide additional information regarding this contract _____.

Heavy Equipment Resource Information Form

Unit Number: (Enter number assigned to the resource if assigned)
Company: (Enter agency, company, or fire department name)
Location: (Enter location of the resource)
County: (Enter County the resource is located in)
Contact Number: (Enter phone contact for resource)
Make: (Enter manufacturer of the resource)
Year: (Enter year the resource was manufactured)
Payload: (Enter payload capacity; example Transport GVWR)
VIN: (Enter Serial Number)

Resource Kind: (Enter kind of resource; example, dozer, skidder, feller buncher)
Resource Type: (Enter ICS type for resource; see equipment types in contract)
Approved ROPS: (Enter Yes or No see contract for description)
Operator Protection System: (Enter Yes or No see contract for description)
Lighting: (Enter Yes or No)
Horsepower: (Enter Flywheel Horsepower)
Weight: (Enter equipment operating weight)
Blade Type: (Enter Blade Type; example 6 way 4 way straight)
Winch: (Enter Yes or No)
Winch Rating: (Enter rating in minimum Lbs. see description in contract)
Ripper: (Enter Yes or No)
Grapple or Cable: (Applies to Skidders enter the type)
Low Ground Pressure: (Enter Yes or No)
Hydraulic Thumb or Clamshell (Applies to excavator bucket enter which type)

Miscellaneous