



Rocky Mountain Coordinating Group

NWCG Standards of Interagency Incident Business Management - Supplement

This document provides direction for the Rocky Mountain Geographic Area and supplements the NWCG Standards for Interagency Incident Business, PMS 902.

CHAPTER 20 - ACQUISITION

Supplement No.: RMCG-2020-20

Effective Date: May 1, 2020

Duration: Effective until superseded or removed

Approved: Brian Achziger, Chair, Rocky Mountain Coordinating Group

Posting Instructions: Supplements are numbered consecutively by chapter number and calendar year. Post by document; remove entire document and replace with this Supplement. Retain this transmittal as the first page of this document.

New Document: RMCG-2020-20, 5/1/2020, 37 pages

Superseded Document: RMCG-2019-20, 5/17/2019, 32 pages

Digest:

- Update "COMMERCIAL AGREEMENTS" to "INCIDENT ONLY COMMERCIAL AGREEMENT" on page 13
- Removal of reference to RMA preseason commercial (non-VIPR) I-BPAs
- Added NERV website on page 23
- Change to Exhibit 2 replacing Forest Service email addresses to USDA email addresses
- Addition of LUA Intake Form to Exhibit 3; Removal of LUA Checklist

TABLE OF CONTENTS

DELEGATIONS OF PROCUREMENT AUTHORITY	5
POLICY	5
DEFINITIONS	6
INCIDENT AGENCY SERVICE AND SUPPLY PLAN	7
SOURCES OF SUPPLY	8
ACQUISITION METHODS	9
Government Charge Cards and Convenience Checks	9
Land Use and Facility Rental Agreements (LUAs)	10
Incident Only Emergency Equipment Rental Agreements (EERA), OF-294	11
General Guidelines for Equipment Hire	12
Hiring Methods	14
Aircraft Landing Fees (Aircraft Contract)	14
Airports (At-Incident or Preseason LUA)	15
Ambulance (EERA)	15
ATV (Commercial)	16
Bus, Crew Carrying (VIPR/EERA)	16
Bus, Motor Coach (Commercial)	16
Bus, School Type (EERA)	16
Chainsaw (Commercial)	19
Chainsaw/Small Engine Repair (EERA)	19
Chipper (VIPR/EERA)	19
Clerical Support Unit (VIPR/EERA)	19
Communications Trailer (VIPR/EERA)	19
Computers, Printers and Plotters (Commercial)	20
Dozer (Crawler Tractor with dozer blade) (VIPR/EERA)	20
EMT With Kit (EERA)	20
Engine (VIPR/EERA)	20
Excavator, Hydraulic (VIPR/EERA)	20
Faller Module (VIPR/EERA)	20
Feller Buncher (VIPR/EERA)	20
Fuel Tender VIPR/EERA)	21
Fuel Vendor/Gas Station (Commercial)	21

Generator (Commercial)	21
GIS Units (VIPR/EERA)	21
Gray Water Truck (VIPR/EERA)	21
Handwashing Station, Trailer Mounted (VIPR/EERA)	21
Heavy Equipment with Water: Skidgine/Skidder/Pumpercat (VIPR/EERA)	21
Helibase Aircraft Rescue and Firefighting Apparatus (EERA)	21
Helibase Operations Trailer, w/ operator (VIPR/EERA)	22
Lighting System/Light Tower (Commercial)	22
Masticators (VIPR/EERA)	22
Mechanic Service Truck (VIPR/EERA)	23
Mobile Laundry (Commercial or EERA)	23
Mobile Sleeper Unit (VIPR/EERA)	23
Modular Office (Commercial)	23
Pack String (Commercial)	23
Portable Toilet/Hand Wash Stations (Commercial)	23
Potable Water Truck (VIPR/EERA)	23
Pump (Commercial)	23
Refrigerated Trailer Unit (VIPR or Commercial)	23
Refuse Collection (Commercial)	23
Road Grader (Competitive)	24
Skidder (VIPR/EERA)	24
Tent Canopy (Commercial)	24
Transport Type 1: Tractor/Trailer (Lowboy) (VIPR/EERA)	24
Tractor (Cache van movement) (Commercial)	24
Utility Vehicle (e.g. Gator, Mule) (Commercial)	24
Vehicle with Driver (VIPR/EERA)	24
Vehicle Rental Un-operated (NERV or Commercial)	24
Water Tender, Support (VIPR/EERA)	25
Water Tender, Tactical (VIPR/EERA)	25
Weed Washing Unit (VIPR/EERA)	25
UNIQUE ITEMS	25
Government Telephone Systems	26
I-BPA/EERA/LUA ADMINISTRATION	26
Documentation	26
Contract Claims	27

Payments	27
EXHIBITS	28
Exhibit 1	29
INCIDENT EQUIPMENT REPAIR ORDER	29
Exhibit 2	30
ROCKY MOUNTAIN CONTRACTING OFFICERS FOR EQUIPMENT SOLICITATIONS	31
Exhibit 3	32
LUA INTAKE FORM & RATES	32

DELEGATIONS OF PROCUREMENT AUTHORITY

Contracting Officers who receive assignments to incidents may sign up and administer agreements under their authority, as well as assist in administering the terms and conditions of Incident Blanket Purchase Agreements (I-BPAs), SF-1449 and Emergency Equipment Rental Agreements (EERAs), OF-294s, signed by other Contracting Officers. Changes or modifications to I-BPAs/EERAs shall be made by the Contracting Officer signing the original I-BPA/EERA. If a contractor reports to an incident with equipment that is not under the original agreement, they are considered non-compliant and will need an Incident-only EERA established to be accepted to an incident.

POLICY

The rates included herein are the 90% VIPR rates and standard set rates payable for the equipment listed. Do not negotiate prices from the set rate unless there is an exceptional case. An exceptional case shall be approved and documented by the authorized Contracting Officer within their warranted authority. If the equipment offered is not in acceptable condition or able to meet NWCG equipment and personnel specifications, do not put it under agreement. Local area vendors do not get preferential treatment; competed preseason agreements set the Regional rates to abide by when creating agreements.

Exceptions to the use of the 90% VIPR and/or standard rates are:

1. When circumstances require the signup of equipment not listed or at rates higher or lower than those listed. This should be rare; document to file decision and price negotiation for host unit.
2. When equipment is leased from commercial leasing firms. Attach Company published rates and/or company quote to agreement for host unit.
3. When equipment is rented from a source that has a fully developed cost accounting system or established union agreement. When applicable, it shall be used for all equipment from that source. The agreement file should be documented to show how the rates were determined.

Equipment must meet all minimum NWCG and Rocky Mountain Geographic Area standards. National Standards can be found here: <https://www.fs.fed.us/business/incident/solicitations.php>

Contracting with agency employees for use of their equipment or services is prohibited unless the Contracting Officer can show that no other resources are available. If a contractual agreement is necessary with an employee, the Contracting Officer shall follow appropriate agency procedures for obtaining approvals for contracts with the employee. This may include waiver from agency Head of Contracting Activity (HCA). The agreement shall be established for that incident only.

Contracting with relatives of agency employees shall also be discouraged because of the appearances of favoritism. Appropriate approvals shall be obtained following agency procedures if it is absolutely necessary to contract with relatives. See previous paragraph.

DEFINITIONS

Double Operator/Crew Rate. Equipment is staffed with two operators or two crews (one per shift). The double shift rate will apply any calendar day the equipment was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift. PLEASE NOTE: Removal of Double Shift for ordered second operator for the following VIPR agreements: Fuel Tender, Gray Water Tender, and Potable Water Tender. Second operator ordered is at a flat rate of \$400/daily as detailed within the VIPR agreement

Dry. The government furnishes all operating supplies after the equipment arrives at the incident.

Emergency Equipment Rental Agreement (EERA). Used for incident only sign-up of operated equipment utilizing the OF-294 form and NWCG specifications:
<https://www.fs.fed.us/business/incident/solicitations.php>

Fully Operated Rate. Fully operated rates set forth in this supplement are based on estimated increases of Service Contract Act (SCA) wages. Contractors are required to meet the prevailing SCA wage determination for the period. Equipment can be hired “wet” or “dry”. Department of Labor (DOL) wage determinations can be located at: <https://www.wdol.gov/>

Incident Blanket Purchase Agreement (I-BPA). Preseason Agreements for incident support utilizing the SF-1449 form. Preseason competed agreements utilize the online VIPR system (<https://www.fs.fed.us/business/incident/keyLinks.php>) and produce Dispatch Priority Lists (DPLs) for the dispatch centers to utilize. Repetitive at-incident local I-BPAs are set-up by procurement individuals at the time of need and order (i.e. chainsaw shops; oil distributors; car washes, etc.).

Local Resource. Those resources that are located within the response area for which a dispatch center is responsible.

Normal Wear and Tear. Equipment use on an incident may include conditions which are harsher than non-incident use of the same equipment. Normal wear and tear is determined by the incident Procurement Unit Leader, Contracting Officer, or Successor Contracting Officer who originally signed the I-BPA/EERA based on the circumstances surrounding any alleged damage. The following phrase is within all EERAs and VIPR I-BPAs: *“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 smokey 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.”*

Normal wear and tear may or may not include:

- a. Hoses that burst due to excessive pressure (PSI), old age, or deterioration of material during use.
- b. Brush scratches on the body of the vehicle.

- c. Punctures, tears, blisters, or destruction of tires and/or sidewalls due to rocks or sticks normal to the working environment.
- d. It is anticipated that there will be wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate. There may also be chips from flying rocks and minor bumps and dents on both the sheet metal and the bumpers.
- e. Clogged air filters and oil filters from dust during off highway driving.
- f. Damage or failure of shocks, brakes or power train (steering linkage and suspension) by either fatigue or part failure due to age, manufacturer defect or operator. Power train includes engine, clutch, transmission, transfer case, driveline, front and rear differentials, axles, wheels, and bearings.

Operating Supplies. As noted on the agreement, operating supplies are provided either by the government or the contractor. When it is the government's responsibility to provide these supplies, but the contractor supplies them, reimbursement shall be made by the government. Use Block 27, Emergency Equipment Use Invoice (OF-286) to make this reimbursement. When the reverse is true and the government provides supplies that should be furnished by the contractor, a deduction for the value of the supplies shall be taken in Block 26 of the invoice. Documentation of reimbursements and deductions shall be attached to the OF-286.

Repair Rate. Pursuant to Clause 4 of the General Provisions of the Emergency Equipment Rental Agreement. The rate to be assessed for government-provided repairs shall be actual cost for parts and labor will be assessed at \$90/hour.

Single Operator/Daily Rate. Equipment is staffed with one operator or crew. A normal shift is 12-16 hours long.

Standard Rate. The rates established within or attached to this supplement are the standard rates throughout the Rocky Mountain Geographic Area.

Un-operated Rate. The un-operated rates are based on a government-provided operator.

Virtual Incident Procurement (VIPR). A web-based incident procurement tool managed by the Forest Service to create preseason I-BPAs for interagency use.

Wet. The contractor furnishes all operating supplies.

Work Rates. For equipment not shown in this supplement, the rates shall be negotiated taking into consideration wages (if hired fully operated), depreciation, taxes, storage, insurance, overhead, and profit. Local customary rates or fair market rates shall also be considered unless equipment is within the VIPR/NWCG Standard category. Those operated resources are hired on or around the VIPR 90% rate.

INCIDENT AGENCY SERVICE AND SUPPLY PLAN

Incident Blanket Purchase Agreements/Emergency Equipment Rental Agreements/Land Use Agreements (LUAs). The Rocky Mountain Business Committee shall develop and issue a schedule of standard rates by agency, if necessary, for emergency equipment rentals, services, and temporary land use. Use standard rates for equipment/services that are not issued as a contract under negotiated procedures (VIPR category). Standard Rates will be published by the RMIBC at a centralized location.

Incident agencies shall maintain a Service and Supply Plan that identifies local resources. These plans should be established pre-season. When appropriate, agencies located in the same geographic area should coordinate and develop interagency service and supply plans. Incident agencies provide this plan to incident management teams and incident support units, e.g., buying team, administrative payment team and expanded dispatch.

Include the following in the Incident Agency Service and Supply Plan:

- Pre-season Incident Blanket Purchase Agreements, SF-1449, including Service Contract Act wage rates for the area.
- Pre-season Land Use and Facility Rental Agreements with local contacts and standard rates by agency.
- Blanket Purchase Agreements, SF-1449, for local commercial resources such as hotels and meals.
- Other agency contracts.
- Available local open-market sources. List sources for heavy-demand items, such as bottled water, food items and food service (including menus), hand tools, fuel, and vehicle and equipment rentals and repairs.
- Local interagency agreements and operating plans.
- Geographic area supplement for standard emergency equipment rental rates covering different types of equipment and vehicles.
- Geographic area supplemental food policy, which may restrict the national policy.
- Geographic area Administratively Determined (AD) Exception Position rates.
- Local warehouse inventory of non-cache items, e.g., chairs, fax machines, phones, coolers.
- Contact names and telephone numbers for incident agency acquisition staff, geographic area cache and local warehouse/cache, etc.

SOURCES OF SUPPLY

Use of agency and cooperator equipment shall be considered prior to ordering contract resources priority to competed contracted resources (VIPR DPL). National contract resources shall be utilized when the minimum requirements are met. The following national contracts are established for interagency use. These sources are mandatory for federal wildland firefighting agencies but are available for use by states and other federal agencies. See the National Interagency Mobilization Guide for ordering procedures. Contracts are available electronically at www.fs.fed.us/fire/contracting. If contract is not posted, request from the webpage listed POC.

1. Airtanker services
2. Type I and Type II helicopter services
3. Aircraft services for transport and smokejumper transport
4. Portable retardant base equipment rental
5. Bulk retardant
6. Mobile Food and Shower Services. The administration of mobile food and shower contracts is the joint responsibility of the USDA-FS-NIFC Contracting Unit and the using agency. The incident Logistics Section Chief is designated in the contract as the Contracting Officer's Representative (COR) and as such, is authorized and responsible to administer the contract. The incident agency or IMT should order a certified Contracting Officer's Technical Representative (COTR) concurrently with the resource order for the food or shower unit. The COTR assists the Logistics Section Chief with contract administration duties.

The Local and National Interagency Fire Caches provide a wide variety of equipment at significant cost savings to the incident. For a listing of cache-provided equipment see <https://www.nwccg.gov/nfes/nfes-item-lookup> and contact the host agency for cache contact and ordering information. RMK Interagency Fire Cache out of Lakewood, CO: https://gacc.nifc.gov/rmcc/rm_cache.php.

Common cache equipment examples include:

- Tables & Chairs
- Incident Team Kits
- Signs
- Batteries
- Plotters
- First Aid Stations & Kits
- Various Hoses, Nozzles, Valves & Couplings
- 2-Cycle & Bar and Chain Oil
- Office Supplies
- Gas & Propane Tanks

Give first priority to businesses within the local communities near the incident as a source for open market commercial purchases. Follow the operating guidelines for the host agency.

ACQUISITION METHODS

Government Charge Cards and Convenience Checks

Government charge card holders and convenience check writers are responsible for maintaining proper records of purchases and adhering to incident agency policy. Government charge cards and convenience checks should not be used for processing Incident Blanket Purchase Agreement (I-BPA), Emergency Equipment Rental Agreement (EERA), Land Use Agreement (LUA) payments, or for Federal employee travel. Exceptions may apply; see Agency Policy for guidance on exceptions.

Commercial Invoice Upon receipt of a commercial invoice from the vendor, payment should be made using a Purchase Card or Convenience Check (USFS: Not to exceed \$50K for Convenience Checks). Use Invoices should not be created when a commercial invoice is the billing method in order to mitigate a potential duplication of payment. The following are required for payment: resource order, shift ticket (Purchase Card Holder preference), vendor name/address, date and time hired and released and a government official's signature as "services received". A white Commercial Rental Envelope (NWCG-IBC Test Form # 002113) may also be used as coordinated between assigned procurement representatives and the IMT.

In order to avoid duplicate payments, do not enter purchases made via government charge card or convenience check into the Time module of e-ISuite. Cost will be captured in the Cost module of e-ISuite.

Utilize Agency policy when purchasing commercially above the micro purchase threshold. For information regarding State Cooperator invoices please refer to the Chapter 50 Supplement.

Land Use and Facility Rental Agreements (LUAs)

Temporary rental of property for emergency incident purposes requires an exceptional degree of good business judgment, including reasonable price determinations, and may only be negotiated by a warranted Contracting Officer or procurement official operating within their warranted authority. In making the determinations as to price fairness, consideration should be given but not limited to the following items:

1. Whether or not the agreement is with another Government Entity (restrictions apply; see the LUA checklist & Standard Rates Exhibit 3)
2. Direct costs to the property owner, such as moving stock, loss of rental fees from other sources (separate from fire evacuation and as a direct result of IMT occupation), and cost of buying feed, if applicable.
3. Alterations needed and who will make them. Government is not authorized to improve the property. If alterations are made, the property will be brought back to original condition prior to IMT departure or as arranged by local host agency.
4. Impacts of occupation/Costs of restoration, and who will do the restoration work. If restoration will not be completed by the Government/Host Agency---actual quotes and/or invoices will need to be coordinated with Host/Paying Agency as part of the LUA Payment Package.
5. Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs. If duration exceeds the intent of the original LUA, a new LUA can be negotiated by the succeeding Contracting or Warranted representative assigned to the incident. That LUA shall not be backdated, rather begin following the calculation of the first month per the original LUA or following the projected end date of the original LUA. The new LUA shall not exceed the recommended rates for the local area. Coordination and counsel with local representatives,

assigned IBA, and/or Incident Business representative is recommended for those types of long duration situations. Under no circumstance is IMT or Agency personnel authorized to negotiate or advise the property owner on behalf of the Warranted individual executing the agreement.

6. A joint pre- and post-use inspection shall be made of the premises. Such inspections shall note all areas of consideration and their condition, including items such as fences, buildings, wells, crops and road conditions. This is the responsibility of the assigned IMT.
7. Water Rights. Seek counsel from local representative.
8. Schools and other governmentally-owned facilities should be compensated for operating costs only, since these facilities are funded by the taxpayers through tax revenues.

No-cost land use agreements are not binding or valid. If an agreement is established with consideration, e.g., grass seed, field use for incident base camp, fence repair, and damage repairs, the agreement is considered legal and binding.

Examples of Land/Facility Restoration Considerations:

- Loss of crop/pastures (Direct from IMT Occupation; not a result of fire activity)
- Re-seeding
- Noxious Weeds
- General clean-up
- Re-sodding of athletic fields
- Reconditioning floors
- Pumping of septic systems
- Mending fences

When weekly or monthly rates are used, identify the actual day the week or month begins and ends, such as 7/15-7/22/YY, or 30 days beginning 7/15/YY and ending 8/14/YY. Payments for Land Use Agreements will be processed through e-ISuite and the Hosting Agency. The USFS is no longer authorized to pay for LUAs with Government Purchase Card (GPC) or by convenience check. If a land owner does not have an active enrollment in SAM (www.sam.gov), payment centers will need a Vendor Code Worksheet (FS-6500-231) or similar host agency document filled out and submitted with the payment package. It is the awarding Contracting Officer's responsibility to obtain the information for the Vendor Code Worksheet on behalf of the IMT Finance Section/Host Agency. REMINDER: The BIA will not accept this exemption form; land owner/vendor must be registered in SAM to receive payment. BIA requires coordination and contact prior to setting up any LUA.

See Exhibit 3 for the LUA Intake Form and standard rates.

For additional information on State Statutes regarding water rights for suppression actions refer to the local leasing specialists, Resource Advisor, or INBA.

Incident Only Emergency Equipment Rental Agreements (EERA), OF-294

Preseason competed agreements (VIPR DPL) shall be used for extended attack as the first source for vendor operated equipment rentals. If competed equipment is not available, it is then appropriate to use an incident-only EERA for equipment and services that adhere to the NWCG Standards. Use host agency procedures. EERAs are valid for the duration of the incident only.

Fire chasing is equipment not ordered through the resource ordering system. If it arrives at an incident it should only be used if there is a bona fide need and time does not permit ordering through established channels. In these circumstances, Point of Hire for the Incident-Only EERA is the incident and compensation for travel to and from the incident would not be allowed. Local resources that arrive at the incident without an order should not circumvent the ordering system and established policies in the vein of community relations or supporting the local area. Preseason competed equipment has the priority and should be utilized in advance of the open market.

Demobilization When demobilizing contract equipment, vendors awarded an agreement as a result of competitive solicitations (VIPR), shall be given priority to remain on the incident over resources with incident only agreements, unless the IC determines it is necessary to deviate based on a specific incident need or objective. That deviation from policy should be communicated to the local host agency and assigned INBA. Reference the National Interagency Mobilization Guide.

General Guidelines for Equipment Hire

Laws, Regulations, and Guidelines.

1. **Service Contract Act (SCA) Wage Determination.** Federal Agencies shall apply the SCA to all rentals where service employees are used, except for owner/operators. Contractors are responsible for paying these rates. The Procurement Unit Leader shall post copies of the applicable Wage Determination, Service Contract Act, and Fair Labor Standards Act posters in a public location at each incident command post.
2. **I-BPA.** Use the generic I-BPA template with NWCG Standards found at <https://www.fs.fed.us/business/incident/solicitations.php> to establish EERAs. Typing from Method of Hire chart (Exhibit 23, NWCG Standards for Interagency Incident Business Management) can be accessed at: <https://www.nwcg.gov/sites/default/files/publications/ibc-MOH2016.pdf>
3. **EERA Special Provisions.** Special Provisions should apply to the specific equipment.

The following language should be added to the Special Provisions of **all** EERAs:

- (a) EERA General Clauses
- (b) Wage Determination (for equipment hired with operator).
- (c) Credit Card required for fuel purchasing (as provided under Fuel Tender).

- (d) FAR Clauses for EERA.
 - (e) All payments will be made by the incident agency. The payment office will be designated in block 9 of the Emergency Equipment Use Invoice (OF-286).
 - (f) Contractors shall not receive payment for the same piece of equipment under a daily rate from more than one jurisdictional agency during the same calendar day.
 - (g) There is no guarantee of time under hire or the hours of operation. Hours of operation are determined by the Incident Commander and documented in the IAP or provided verbally. For pay purposes refer to General Clauses 6 and 7.
 - (h) Mechanical repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make repairs when necessary to keep the resource operating. The cost of such repairs will be \$90 per hour plus parts, and will be deducted from payment to the contractor.
4. Gross Vehicle Weight (GVW)/Gross Vehicle Weight Rating (GVWR). Equipment, which by law requires an operator to possess a driver's license to operate on a public highway, shall be licensed. The licensed gross vehicle weight GVW shall equal or exceed the weight of the vehicle fully loaded including operators and accessory equipment
5. Commercial Driver's License. A valid Commercial Driver's License (CDL) is required for any equipment contracted by an I-BPA/EERA that falls under the CDL regulations. Most common requirements are as follows:
- (a) A single vehicle with a gross vehicle weight rating (GVWR) of more than 10,000 or 26,000 pounds depending upon the state's DOT requirements.
 - (b) A trailer with a GVWR of more than 10,000 pounds (if the gross combination weights rating is more than 26,000 pounds).
 - (c) A vehicle designed to transport more than 16 persons (including driver)
 - (d) Any size vehicle, which requires hazardous materials placards.

For a complete listing, refer to the CDL Driver's Handbook or more information can be located at the following website: <http://www.fmcsa.dot.gov/>

6. Operator Hour Limitations. Operator assignments should be on a scheduled rotation for each operational period if the equipment is working 24 hours per day. When equipment is used less than 24 hours per day and only one operator is provided, base the operator's schedule on an operational period allowing a minimum of 8 hours off duty between operational periods. All work/rest guidelines in the SIIBM apply.

7. **Special Guidelines for Equipment Hire.** For periods of work exceeding 14 days, the contractor, as a professional firefighting organization, shall follow the requirements for work/rest. The contractor has the responsibility to see that crewmembers are working safely and are rested.
8. **Insurance Requirements.** All commercial vehicles must meet the insurance requirements found in 49 CFR 387.7. It is the responsibility of the Contractor to ensure appropriate insurance coverage. Contractor should contact their local insurance provider to ensure they are covered for commercial services.
9. **DOT Requirements.** All commercial motor vehicles must meet all DOT requirements found in 49 CFR 390 through 396. Please refer to website: <http://www.fmcsa.dot.gov/>.

HIRING METHODS

Competitive Agreements: These items have been competitively solicited pre-season and should not be signed up separately pre-season or outside of the national solicitation process unless the Dispatch Priority List (DPL) has been exhausted. If that is the case, resources may be signed up on an Incident-Only EERA utilizing the specifications and terms and conditions in the national solicitation templates posted at: <https://www.fs.fed.us/business/incident/solicitations.php>. Also, utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/vipreports.php>. Resources should be ordered in accordance with the National Mob Guide for these types of equipment. Priority for contracted resources shall be given to competed agreements over incident-only agreements, adhering to best value concept. Typing from Method of Hire chart (Exhibit 23, SIIBM) can be accessed at: <https://www.nwcg.gov/sites/default/files/publications/ibc-MOH2016.pdf>

Informal Agreements (Local I-BPAs): These items are non-competitive; equipment is signed up on a pre-season Incident Blanket Purchase Agreement (I-BPA), SF-1449 for non-VIPR equipment (i.e., hotels, vehicle rentals, meals, etc.).

Incident Only Commercial Agreement: These items are commercial in nature and normally do not require pre-season agreements. Sources for these types of items should be kept in a source list in the service and supply plan. Payments may be via Government Charge Card/Convenience Check or Commercial Invoice. If an order exceeds micro purchase level, a warranted individual must establish and sign the agreement. Properly report through FPDS-NG or follow agency requirements.

Perform a new equipment inspection prior to assignment on an incident and upon reassignment to another incident. Inspection Checklists: <https://www.fs.fed.us/business/incident/equipment.php>

1. Aircraft Landing Fees (Aircraft Contract)

Aircraft landing fees and tie down fees are normally paid by the aircraft contractor and reimbursed by the government through the terms of the aircraft contract. If it has been determined that the Contractor is not being reimbursed through contract, appropriate procurement tool must be in place prior to payment. It is not appropriate for landing fees or tie down fees to be included in a Land Use Agreement (LUA).

2. Airports (At-Incident or Preseason LUA)

Use an Emergency Facilities and Land Use Agreement for temporary rental of municipal airports. Some considerations when developing the agreement include: use of airport buildings, office space, internet access, crew staging, storage of supplies, and location of a fire retardant base. Since government owned facilities are funded by tax revenues, payment should be at a minimum.

If the airport use is to be more than temporary, such as to pre-position equipment at the start of the fire season, then a cooperative agreement or long term lease agreement may be appropriate. Consult agency policy on these types of agreements.

- LUA not required for County, State, and Local Airports that are federally funded runways/towers. Most airports have at some point received federal funding under either the Airport and Airway Development Act of 1970 or the Airport and Airway Improvement Act of 1982, as amended. Recipients of federal funds under these Acts agreed that “each of the airport’s facilities usable for the landing and taking off of aircraft always will be available without charge for use by Government aircraft in common with other aircraft, except that if the use is substantial, the Government may be charged a reasonable share, proportionate to the use, of the cost of operating and maintaining the facility used.” See 49 U.S.C. § 47107(a)(11) and its predecessor, 49 U.S.C. § 1718(5). The Forest Service cannot legally pay rent, landing fees, or similar fees to airports that have received funding under these Acts at any time since 1970. Such fees are not “allowable costs” under OMB Circular A-87 because such fees are prohibited under 49 U.S.C. § 47107. See 2 C.F.R. § 225.55(C)(1)(d).
- Can still enter into a LUA to establish consent of use and allowable costs, per OMB Circular A-87. LUA must be adequately documented and establish allowable and reasonable costs (i.e. market prices for comparable goods/services). Examples of allowable costs (for consideration/refurb) are:
 - Maintenance, operations, and repairs. This included costs of utilities (water, electricity, & phone), necessary maintenance and normal repairs as long as it does not add to the permanent value of the property.
 - Materials and supply costs. Only materials and supplies actually used will be reimbursed (i.e. copy paper, cleaning supplies). Actual expenses provided by invoice to the Government representative or other means available.

3. Ambulance (EERA)

Most ambulances are obtained through cooperative agreements with county or rural VFDs, or under an I-BPA/EERA with private companies. Ambulances/Paramedics with kits/EMT with kits are not considered a cooperator resource unless there is a preseason cooperator agreement in place. EERAs with cooperators are not appropriate; communicate with agency incident business representative.

Ambulances are hired with contractor-furnished fuel, supplies, and medical personnel. Ambulances shall be staffed with one Paramedic and one EMT (or higher qualified) along with the appropriate Advanced Life Saving Equipment. If staffed with two qualified EMTs **ONLY**

and no Paramedic, then a reduction in rate should occur. Ambulance must be certified to transport patients. Since the incident may need an ambulance at any time of the day or night, the rates established for ambulances shall be based on a 24-hour period. Patient transports are included in the established daily rates. Separate mileage compensation is not allowed. All supplies used will be replaced by the incident or the cost of those supplies will be added to final invoice. Contractor **must** furnish medical supply inventory upon arrival at incident for reimbursement purposes at the end of incident.

Requests for Non-escorted EMTs must meet the requirements in the current Interagency Standards for Fire and Fire Aviation Operations (NFES 2724/Redbook), Chapter 7; Personnel must have a minimum physical fitness level of "light". Must have adequate communications and radio training and completed the following training:

- Introduction to Fire Behavior (S-190)
- Firefighter Training (S-130)
- Annual Fireline Safety Refresher Training

Deviation from this requirement must be approved in writing by the IC for other non-escorted support personnel involved in vehicle operations or other support functions on established roadways and working areas which pose no fire behavior threat.

4. ATV (Commercial)

Utilize Government-owned sources before renting. Government shall provide fuel and oil. Three-wheel models are NOT acceptable. ATVs can be hired at commercial rate on commercial agreement without operator from vendor.

5. Bus, Crew Carrying (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>. If there is an immediate need to utilize a vendor that has not been through the preseason process, contact Terry Eller, National COTR, (828) 479-6431 for further guidance.

6. Bus, Motor Coach (Commercial)

Hired strictly for transporting firefighters either to or from the Incident Command Post (ICP) and are not under the control of the ICP organization and may not be held at the ICP. Motor coaches and other commercial over-the-road passenger carriers shall be commercially contracted and procured locally, and shall be paid by government charge card. GSA RSVP Contractors can be contacted:

<https://www.gsaelibrary.gsa.gov/ElibMain/SinDetails?scheduleNumber=48&executeQuery=YES&specialItemNumber=411+2>

7. Bus, School Type (EERA)

When signing up local school district buses hired for incident only include the following statement on the Emergency Equipment Rental Agreement (EERA), accompanied by the signature of the determining officer:

"The buses listed herein shall serve as representation by the government that suitable commercial bus transportation is not reasonably available".

Cover the name of the school or school district prior to use.

Schools and other governmentally-owned buses should be compensated for operating costs only, since the equipment is funded by taxpayers through tax revenues. Pay from invoice for actual cost.

NOTE: It is very important that preseason BPA and commercial sources for buses are completely exhausted prior to using school district buses. Many school districts do not require bus driver medical certificates for transporting school children. However, once the bus is ordered for the incident it becomes commercial and some states do require a medical waiver certificate for the drivers. Prior to utilization of school buses contact your respective State's Department of Transportation (DOT) for current rules and regulations regarding school buses.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

Equipment Requirements

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

Minimum Equipment Requirements:

All equipment shall have:

- 1) 16 person minimum capacity (Type A-2 or B-2 body configuration), 32 person maximum capacity.
- 2) Compliant with state and federal DOT. The following documentation may be requested at any time for each bus:
- 3) Copy of current DOT operating authorities, permit numbers, and the name and location (state) of the issuing authority organization.
- 4) Current proof of safety inspections and insurance coverage shall be available at all times during usage of the vehicle. Any bus used in interstate transportation shall meet the insurance requirements of DOT Regulation 49 CFR Part 387-33.
- 5) Vendors shall comply with DOT Regulation 49 CFR Part 396, for inspection, repair, and maintenance. Government may validate this information at website: www.safesys.org.
- 6) \$5 million of liability insurance per CFR 49 Part 387.33.
- 7) Provide driver and all operating supplies.
- 8) All buses are subject to a Government inspection upon dispatch and prior to passenger haul. Pre-use inspection of buses may be conducted at time of hire using the Bus Safety Inspection Checklist.

Personal Protective Equipment (PPE):

- **BOOTS:** All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not recommended).
- **HARD HAT:** Hardhat meeting NFPA Standard 1977 is required.
- **GLOVES:** One pair of heavy-duty leather per person.
- **EYE PROTECTION:** One pair (meets standards ANSI Z87, latest edition).
- **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.
- **HEAD LAMP:** With batteries and attachment for hard hat.

NOTE: It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

Training/Experience:

- RT-130 Annual Fireline Refresher including fire shelter.
- Commercial Driver's License (for transports, when required).
- All operators shall be able to operate the equipment safely up to the manufacturer's limitations (i.e., experience working in steep terrain, timber, etc.).

Additional Requirements Bus, School Type:

1. Each bus shall be licensed with the Department of Motor vehicles or other appropriate agency. If the bus is operating on apportioned plates a copy of the cab card showing the states the vehicle is licensed in is required to be with the vehicle. Exceptions are not allowed.
2. All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.
3. All drivers of commercial vehicles shall adhere to Federal Motor Carriers Administration "Hours of Service". At time of dispatch all drivers shall be able to operate up to the maximum hours of service.
4. Tires shall 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.

Prohibited Marking: Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

Driver Hour Limitation: The following Driver Hour limitations shall apply:

- No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty-day.

- Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.
- A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift.

Payment

- GUARANTEE, or MINIMUM DAILY GUARANTEE - For each calendar day the resource is under hire for at least 8 hours, the Government will pay not less than the minimum daily guarantee. If the resource is under hire for less than 8 hours during a calendar day, the amount earned for the day will not be less than one-half the minimum daily guarantee.
- Payment will be made for the mileage rate, or the guarantee, whichever is greater.

8. Chainsaw (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates.

9. Chainsaw/Small Engine Repair (EERA)

Chainsaw/Small Engine Repair Units can be hired at commercial rate on commercial agreement. For incident-only sign ups or if hired from a non-commercial entity informally, the standard daily rate is indicated below which can be used in conjunction with market research. When establishing an EERA or Informal BPA, utilize specifications and terms and conditions in the national template posted at <https://www.fs.fed.us/business/incident/solicitations.php>.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

10. Chipper (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

11. Clerical Support Unit (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php>.

12. Communications Trailer (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php>.

13. Computers, Printers and Plotters (Commercial)

GSA awarded vendors or Commercial vendors.

14. Dozer (Crawler Tractor with dozer blade) (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

15. EMT With Kit (EERA)

Requests for Non-escorted EMTs must meet the requirements in the current Interagency Standards for Fire and Fire Aviation Operations (NFES 2724/Redbook), Chapter 7; Personnel must have a minimum physical fitness level of "light". Must have adequate communications and radio training and completed the following training:

- Introduction to Fire Behavior (S-190)
- Firefighter Training (S-130)
- Annual Fireline Safety Refresher Training

Deviation from this requirement must be approved by the IC for other non-escorted support personnel involved in vehicle operations or other support functions on established roadways and working areas which pose no fire behavior threat.

16. Engine (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

Because Type 1 and 2 engines are used for structure protection, the States will establish rates for these types of equipment.

17. Excavator, Hydraulic (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

18. Faller Module (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

19. Feller Buncher (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

20. Fuel Tender VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

21. Fuel Vendor/Gas Station (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates.

22. Generator (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates.

23. GIS Units (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

24. Gray Water Truck (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

25. Handwashing Station, Trailer Mounted (VIPR/EERA)

For incident only signups utilizing specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

26. Heavy Equipment with Water: Skidgine/Skidder/Pumpercat (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

27. Helibase Aircraft Rescue and Firefighting Apparatus (EERA)

At a minimum the apparatus will meet the following requirements. Available from commercial sources and should reflect the standard commercial rates.

Minimum Requirements	
Tank, minimum capacity (gal)	500
Pump, minimum flow (gpm)	150
@ rated pressure (psi)	250

Hose 2 ½” double jacket (ft)	300
1 ½” double jacket (ft)	500
2 ½” intake	1
Ladder	14’
Cab-Mounted Spot Light	2
Personnel	3

- The apparatus shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
- The apparatus shall be equipped with a siren and emergency lighting.
- The apparatus shall be capable of operating off road on 9% minimum grade.
- The apparatus shall be equipped with a foam proportioner system.
- The apparatus shall be able to prime and pump water from a 10’ foot lift.
- All threaded connections shall be equipped with National Hose (NH) threads.

At a minimum any Crash Rescue apparatus assigned to a Helibase for Crash Rescue responsibilities must have three fully trained and qualified personnel available and on site at all times that meet the following:

- One Firefighter trained and qualified in accordance with NFPA 1001.
- One Driver Operator trained and qualified in accordance with NFPA 1002.
- One Fire Officer I trained and qualified in accordance with NFPA 1021.

28. Helibase Operations Trailer, w/ operator (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

29. Lighting System/Light Tower (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates.

30. Masticators (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

31. Mechanic Service Truck (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

32. Mobile Laundry (Commercial or EERA)

Available from a number of commercial sources. Rates should be the standard commercial rates.

33. Mobile Sleeper Unit (VIPR/EERA)

Utilize national template posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

34. Modular Office (Commercial)

Review the vendors individually to find out who has trailers available within an appropriate commuting distance to meet date and time need for the incident. The location of the vendor may be a corporate office and not necessarily where the trailers are located.

35. Pack String (Commercial)

Pack String (Per Head) to include: Packer; Packer Assistant; Mobilization/Demobilization and Relocation of Stock. Daily Rate for Packer and Packer Assistant shall include saddle stock. To be hired wet.

36. Portable Toilet/Hand Wash Stations (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates.

37. Potable Water Truck (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

38. Pump (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates.

39. Refrigerated Trailer Unit (VIPR or Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates. GSA RSVP Contractors can be contacted:
<https://www.gsaelibrary.gsa.gov/ElibMain/SinDetails?scheduleNumber=48&executeQuery=YES&specialItemNumber=411+2>

40. Refuse Collection (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates.

41. Road Grader (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php> in conjunction with any standard rates provided for negotiation purposes.

42. Skidder (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php> in conjunction with any standard rates provided for negotiation purposes.

43. Tent Canopy (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates. Recommendation is to check National and Local Cache stock to obtain resource prior to ordering commercially.

44. Transport Type 1: Tractor/Trailer (Lowboy) (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

45. Tractor (Cache van movement) (Commercial)

Available from a number of commercial sources. Rates should be the standard commercial rates.

46. Utility Vehicle (e.g. Gator, Mule) (Commercial)

Utilize Government owned sources before renting. Government shall provide fuel and oil. Only four-wheel drive models are acceptable. UTVs can be hired at commercial rate on commercial agreement without operator from vendor.

47. Vehicle with Driver (VIPR/EERA)

Utilize Agency personnel with fleet vehicle prior to establishing an EERA. For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>.

Do not sign up government employees' personal vehicles on I-BPAs/EERAs. Use of personal vehicles by government employees may be reimbursed at the amount applicable in the Federal Travel Regulations mileage rate. No daily rate will be paid. This includes ADs assigned to an Incident Management Team.

48. Vehicle Rental Un-operated (NERV or Commercial)

Standard method of hire: Un-operated, daily/weekly/monthly rate plus mileage (according to commercial invoice), government provides operating supplies (fuel/oil) and cleaning fee.

Consideration will be given to weekly or monthly rates when determined to be more economical.

GSA Rental Supplemental Vehicle Program (RSVP) national contract can be used. Procurement official may contact vendors to determine if they can meet the order requirements (date, time and vehicle type). Copy of the vendor contract, email address, etc., are available on GSA's RSVP web site: <http://www.gsa/rsvp>. An Emergency Equipment Shift Ticket (OF-297) should be completed with beginning and ending date and mileage to support the credit card payment to the vendor. Avoid entering into POV agreements with private citizens. For off-road use, utilize the NERV National Rental BPA. <https://sites.google.com/a/firenet.gov/nerv/>

Units may also utilize the above contracts under the GSA-Short Term Rental (STR) Program. Obtaining rental vehicles through this program does not require procurement authority as GSA pays for the rental vehicle and then bills the agency BOAC code. Detailed information outlining the process, roles and responsibilities, etc., are posted at: <http://www.gsa.gov/portal/content/102675>.

Vehicles should be rented at rates not to exceed those charged the public and should show both daily and weekly rates.

If a Government employee rents a vehicle from a commercial agency and the purchase and/or travel card is used, the card holder shall consider:

- How the vehicle(s) will be closed out at the end of the card holder's assignment
- Use is for ALL Government employees
- Process for claim settlement that may result from the rental
- The cardholder is liable for any damage the driver incurs and will document damage properly and provide documentation to the Claim Unit of the Incident Management Team assigned to the incident.

49. Water Tender, Support (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

50. Water Tender, Tactical (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

51. Weed Washing Unit (VIPR/EERA)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <https://www.fs.fed.us/business/incident/solicitations.php>. Also utilize the 90% rates posted at <https://www.fs.fed.us/business/incident/viprreports.php>.

UNIQUE ITEMS

Government Telephone Systems

Refer to Host Agency Operating Guidelines on specific guidance on use of cell phones. All cell phones and satellite phones should be procured through the incident agency. Use of a personal or home unit cell phones and satellite phones **will not** be reimbursed, unless approved by the Host/Incident Agency. The following programs are in place for assistance in obtaining communications for incident use:

- Verizon SERT (Significant Event Response Team) – Assistance Information (COW/COLT Ordering). Call 1-800-981-9558 24 hours a day/7 days a week (including holidays) to request the emergency incident VERIZON COW (cell on wheels) or COLT (cell on light truck).
 - Cell phones, towers, satellite phones
 - Prepaid Cell Phones on a limited basis
 - Commercial calling cards
 - Property Items*

*All of these telephones and calling cards are transferred as property to be returned at the end of the incident.

I-BPA/EERA/LUA ADMINISTRATION

Documentation

The contractor performance is an important factor in government procurement. The contractor's performance will be based on the Standard Contractor Performance Report (<https://www.fs.fed.us/business/incident/eera.php>), which will be completed at the incident.

Unsatisfactory performance may be grounds for a contractor to be released from an incident or termination of the agreement. If released from an incident for poor performance, the contractor will not be compensated for travel back to Point of Hire. The government reserves the right to re-test equipment and evaluate personnel qualifications at any time during the agreement period.

1. **Agency Responsibilities.** Document retention, payments, invoice corrections along with vendor notification of changes, claims, and policy guidance. The incident agency is ultimately responsible for the distribution of performance evaluations to the Contracting Officer that signed the agreement. Agency personnel responsible for completing this form are expected to be direct line supervisor or others who have knowledge of the work provided by the contractor.
2. **Finance Section Responsibilities.** Payment packages to include invoice generation, quality control, and vendor/host agency communication. The Finance Section is responsible for collection and distribution of contractor performance evaluations to the Contracting Officer signing the agreement.

3. Contractor Responsibilities. The contractor is responsible for providing the performance evaluation to the Contracting Officer whose signature appears on the front of their agreement.

Contract Claims

Ordinary wear and tear will be determined by the incident Procurement Unit Leader, Contracting Officer, or Successor Contracting Officer who originally signed the I-BPA/EERA based on the circumstances surrounding any alleged damage. It is the contractor's responsibility to fully document any circumstances alleged to have damaged their equipment including obtaining witness statements or opinions of incident supervisor or other incident personnel who might have knowledge of the circumstances. Ordinary wear and tear on an incident may include conditions which are harsher than non-incident use of the same equipment. **REMINDER: INVOICE CORRECTIONS ARE NOT CONTRACT CLAIMS. INVOICE CORRECTIONS ARE PROCESSED BY THE HOST AGENCY.**

Inserted into all I-BPAs and EERAs:

LOSS, DAMAGE, OR DESTRUCTION

(a) For equipment furnished under this agreement **WITHOUT** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

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

Contract claims may be settled by the original contracting officer, or a designated successor contracting officer, acting within their delegated warrant authority and limits set by the incident agency.

Payments

Prior to implementing any incident payments, coordination with the incident agency policies is required. Host agency is responsible for all EERA, I-BPA, and LUA payments. Resources cancelled en route are also the responsibility of the host agency (invoice, payment, etc.).

EXHIBITS

THIS PAGE WAS LEFT BLANK INTENTIONALLY

Exhibit 1
INCIDENT EQUIPMENT REPAIR ORDER

1. Contractor Name:		2. Date:	
3. Incident Name:	4. Incident Number:	5. "E" Number:	
6. Equipment Description (include year, make, model, serial number):			
7. Description of Work Performed:			
8. Labor: Inclusive hours (rounded to the nearest 1/2 hour) work was performed: $\frac{\text{Total Labor Hours} \times \text{Hourly Rate}}{\text{Total Labor}}$		9. Odometer Reading:	
10. Parts and Accessories (use second page for additional Parts and Accessories if necessary):			
Parts Used	Quantity	Unit Price	Total
_____.	_____.	\$_____.	\$_____.
_____.	_____.	\$_____.	\$_____.
_____.	_____.	\$_____.	\$_____.
_____.	_____.	\$_____.	\$_____.
_____.	_____.	\$_____.	\$_____.
TOTAL PARTS:			\$_____.
TOTAL LABOR (from block 8):			\$_____.
TOTAL OF EQUIPMENT REPAIR ORDER:			\$_____.
11. Signatures (must be legible):			
Contractor's Signature:		Mechanic's Signature:	
Printed Name & Title:		Printed Name & Title:	
Date:		Date:	
Original=Finance / Copy=Contractor / Copy in Contractor's OF-304 / Posted to OF-286 Y N			

Exhibit 1 - Continued
INCIDENT REPAIR ORDER (PAGE 2)

10. Parts and Accessories (Continued)

Parts Used	Quantity	Unit Price	Total
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.
_____.	_____.	\$ _____.	\$ _____.

Exhibit 2
ROCKY MOUNTAIN CONTRACTING OFFICERS FOR EQUIPMENT SOLICITATIONS

<u>Equipment</u>	<u>Contract Area</u>	<u>Contracting Officer</u>	<u>Mail Performance Ratings to</u>	<u>Contracting Officer Location</u>	<u>Contact Info</u>
Crew Carrier Buses	Nation-Wide	Bryce Pitchford	3833 S. Development Ave, Boise, ID 83705	FS-NIFC Boise	208-387-5231 bryce.pitchford@usda.gov
Engine/Tender (Support/Tactical)	Rocky Mountain	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov
Fallers	Rocky Mountain	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov
Fuel Tenders	Rocky Mountain	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov
Heavy Equipment (inc. dozer, tractor plow, excavator, transport)	Rocky Mountain	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov
Misc. Heavy Equipment (inc. feller buncher, mulcher/masticator, road grader, skidder)	Rocky Mountain	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov
Heavy Equipment with Water (inc. pumper cat, skigine, softtract)	Rocky Mountain	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov
Mechanic Service Truck	Rocky Mountain & Great Basin	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov
Potable/Gray Water & Trailer Mounted Hand Wash Stations	Rocky Mountain	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov
Trailers (Communications, Clerical, GIS and HOS)	Nation-Wide	Bryce Pitchford	3833 S. Development Ave, Boise, ID 83705	FS-NIFC Boise	208-387-5231 bryce.pitchford@usda.gov
Weed Washing Units	Rocky Mountain	Kim Luft	1617 Cole Blvd Lakewood, CO 80401	FS-R2 Regional Office	303-275-5405 c-303-981-0958 kimberly.luft@usda.gov

Exhibit 3
LUA INTAKE FORM & RATES

RMA LUA Intake Form

Intent: Logistics, Facilities, Operations or Local Host Agency Rep to gather the below information and submit with general message form to Ordering or Dispatch to request S#.

- 1) Incident Name:
- 2) Owner Name:
- 3) Owner Address:
- 4) Owner Phone Number (s):
- 5) Owner Email:
- 6) Start Date:
- 7) Description of Land/Facility (Address, physical location, local description, etc.):

8) Utilities and Services Utilized:

9) Owner Concerns/High Risk Damages or Refurbishment Requirements:

10) Incident Management Team Logistics Point of Contact; Phone Number & Email:

Notes:

- Attach any pictures or maps of facility
- Please do NOT discuss pricing or rates with land owner

LAND USE AGREEMENT RATE SUGGESTIONS FOR RMA

Category	Forest Service	BLM	State	Comments	Restoration
Bare Land Staging Drop Point Overflow Parking	\$50-\$100/day MAX	SAME	SAME	<ul style="list-style-type: none"> • Ask about the taxes on the land/USFS only • Don't pay more than what the taxes are for a year (generally)/USFS only • Try to put a cap; not to exceed X per month or X per incident • Make the determination on whether or not to cover utilities in the daily rate • Always include general clean-up by the IMT 	<ul style="list-style-type: none"> • Tilling \$75-1—per AC • Seet \$70-150 per AC <p>Watch Outs</p> <ul style="list-style-type: none"> • Septic Systems • Gates • Sprinklers • Ownership
Gray Water Disposal	<p>Usually fixed/commercial city rate: \$.12/1000 gl to \$.50/1000 gl</p> <p>Fixed price: \$5-25 per load</p> <p>Some areas will not charge a fee; establish \$0 minus rehab rehab LUA</p>	SAME	SAME	<ul style="list-style-type: none"> • Usually a fixed rate that is established to dispose of gray water • Some places will allow you to use gray water for dust abatement • Most places will make you dispoase at a city/county site • Mostly governed by other city/county/government agency • Easier to have gray water equipment dispose & provide us with an invoice • Many require an account to be set up 	<p>N/A</p> <p>Watch Outs</p> <ul style="list-style-type: none"> • Is this truck support other incidents? • Do the driver know where they are dumping? • Who is keeping track of the gallons dumped? • How will dumping fees be paid? • Taxing older systems, set a max dumping estimate?

Category	Forest Service	BLM	State	Comments	Restoration
Potable/City Water	Usually fixed/commercial rate: \$.01/ gallon or \$30/ load \$.75/1,000 Gallons to \$8.00/1,000 gal	SAME	SAME	<ul style="list-style-type: none"> Look at market rates online City can put a meter on to track water usage Usage log may be required to support cost/ shift ticket 	N/A Watch Outs <ul style="list-style-type: none"> Which meter is yours? Good initial/final meter reading Making sure the backflow is returned Keep Tactical Trucks out
Ponds/Dipping Sites	Typically \$0 minus rehab \$50 to \$75/day Can use \$.01 per gallon for non-potable water to estimate daily rate for pond use	SAME	SAME	<ul style="list-style-type: none"> Not recommended to keep load counts for payment (cumbersome work) but ok for estimate We don't pay for flowing water; flowing water is not considered to be "owned" by anyone We can pay for catching water/pump/equipment/access and replacing water Heli dipping little to no impact, minimal cost or just replace water 	<ul style="list-style-type: none"> Consider replenishing water Watch Outs <ul style="list-style-type: none"> If Helitack are on-site: what types of support do they need, add to agreement Ask how quickly pond replenishes itself naturally? Double-check on water ownership/easement/special uses permit

Category	Forest Service	BLM	State	Comments	Restoration
<p>Schools/ Fairgrounds</p>	<p>\$0 to \$800/day (Type 1 & 2 assignment)</p> <p>Depends on usage, impact, and whether dislocation of activities was required</p> <p>Items we can compensate for: Janitorial staff (usually try to add to daily rate), power, water, gas, phones, etc., if used</p>	<p>SAME</p>	<p>SAME</p>	<ul style="list-style-type: none"> Lump sum per day not to exceed X per month or X per incident Consider multiple daily rate options as the number of people in camp decreases or increases Places where property is high, price goes up; research online Try to include rehab in daily cost, if possible Minimize or discourage gym access whenever possible: gym floor resurfacing is very expensive Avoid rate/per person/per day. Establish daily/weekly/monthly rates--- Gov't will pay whichever is most advantageous to the Gov't It's good to get landowner to sign, even "no cost" and put into action for liability or restoration as necessary 	<ul style="list-style-type: none"> Lawns and fields around schools are usually high traffic so fertilizer and water will bring them back to life. Typical \$20 to \$40 per acre for fertilizer Physical damage ask them to find contractors and provide quotes, pay off that estimate Additional charges such as Internet and copier costs <p>Watch Outs</p> <ul style="list-style-type: none"> Additional Room Rates/Showers Restrict Access where you want to keep people out Janitor or Maintenance fees Pre-inspect everything and document words and pictures Know the date you have to leave Try not to use athletic fields, if at all possible Make sure areas that are excluded are clearly marked and communicated

Category	Forest Service	BLM	State	Comments	Restoration
Bare Ground/ Helibase	<p>\$0 to \$300/day with varying types of restoration (and availability of water, use of tenders etc.)</p> <p>Can use calculation of \$5-\$7 per acre of bare land to establish daily rate</p> <p>Consider in rate: loss of crops, reseeding, etc.</p>	SAME	SAME	<ul style="list-style-type: none"> • Try to include rehab within daily cost, if possible • Look at available water source at Helibase site; if water available, daily rate may increase to compensate for water usage (establish tracking mechanism for use). • Tenders for dust abatement can be \$500 to \$800/day 	<ul style="list-style-type: none"> • Tilling about \$75-100 per Ac • Seed \$70-150 per Ac • Loss of feed \$100 to \$200 per Ac dependent on crop • Tilling about \$75-100 per Ac • Seed \$70-150 per Ac • Loss of feed \$100 to \$200 per Ac depending on crop • Possible hazardous material brought on site <p>Watch Outs</p> <ul style="list-style-type: none"> • If Helitack are on site what types of support do they need, add to agreement • Work with air ops and landowner if it will turn into a small city • Hidden treasures like old water lines, sprinkler heads, risers
Helibase/ Airport -City Municipal	<p>Two or less ships and/or shorter duration: \$0-\$125/day</p> <p>Three or more ships and/or longer duration: \$100-\$250/day</p>	SAME	SAME	<ul style="list-style-type: none"> • Fuel/landing & tie down fees are already included into daily rate or covered by another contracting instrument • Consider use of facilities (i.e. restrooms, power, work area, etc.) 	<ul style="list-style-type: none"> • Physical damage ask them to find contractors and provide quotes, payoff that estimate • Excess water costs <p>Watch Outs</p> <ul style="list-style-type: none"> • Como trailers and where they can park • Dust abatement and right sizing tenders on thin asphalt

Category	Forest Service	BLM	State	Comments	Restoration
Municipal Park for ICP	No cost to camping reimbursement only State/County Park: \$100-200 per day	SAME	SAME	<ul style="list-style-type: none"> Security if park not fully closed/partially public access Consider number of personnel per site 	<ul style="list-style-type: none"> Negotiate off of historical use for same period for loss revenue if park closed specifically at IMT request for use <p>Watch Out</p> <ul style="list-style-type: none"> Make sure other agreements are not already in place No dual use with public unless barriers exist Hidden treasures like old water lines, sprinkler heads, risers If the vault toilets are not part of the deal lock them in Where people are locating/sleeping areas
Private Land ICP (Usually field)	No Cost to \$500/day Can use calculation of \$5-\$7 per acre of bare land to establish daily rate	SAME	SAME	<ul style="list-style-type: none"> Usually heavy restoration (compaction, seeding, lost crop, wood chips etc.) 	<ul style="list-style-type: none"> Tilling about \$75-100 per Ac Seed \$70-150 per Ac Loss of feed \$100 to \$200 per Ac dependent on crop <p>Watch Outs</p> <ul style="list-style-type: none"> Make sure you are dealing with the owner Clear any actions before you do them with the owner
Day Sleeping (Gym, Community Center, Church, Park)	\$25 to \$150/Day	SAME	SAME	<ul style="list-style-type: none"> Access/ Security Minimize boots on gym floor Bathroom/Shower access 	<ul style="list-style-type: none"> Physical damage ask them to find contractors and provide quotes, pay off that estimate <p>Watch Outs</p> <ul style="list-style-type: none"> Additional Room Rates/Showers Restrict Access where you want to keep people out Janitor or Maintenance fees Know the date you have to leave