



## FOREST SERVICE HANDBOOK PACIFIC NORTHWEST REGION (REGION 6) PORTLAND, OREGON

### FSH 5109.34 – INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

#### CHAPTER 20 – ACQUISITION

**R6/PNWCG Interim Directive No.: 5109.34-2011-1**

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for the Regional Forester

**Date Approved: 8/8/2011**

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Station Director

**Date Approved: 8/5/2011**

**Posting Instructions:** (*Interim Directives are printed onto pink paper*) Supplements are numbered consecutively by Handbook number and calendar year. Post by document; remove the entire document and replace it with this supplement. Retain this transmittal page. The last supplement to this Handbook was R6/PNW FSH 5109.34-2010-1 to Chapter 20.

<b>New Document</b>	R6 ID 5109.34, 20	53 Pages
<b>Superseded Document(s) by Issuance Number and Effective Date</b>	R6 ID 5109.34-2010-1 to Chapter 20, dated June 25, 2010	64 Pages

#### **Digest:**

Chapter 20 Issues interagency guidelines and procedures for emergency incidents within the Pacific Northwest which are specific to the Pacific Northwest Geographical area. Direction has been agreed upon by the PNWCG and has been developed by the Pacific Northwest Incident Business Practices Working Team. It is in line with MOU's and other agreements among Forest Service, Bureau of Land Management, Fish and Wildlife Service, National Park Service, Bureau of Indian Affairs and state agencies.

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**Digest - Continued:**

28 – Exhibit 22 – The following changes have been made:

1. Changes the payment provisions for Transports from a Daily rate to a Mileage Rate with a Minimum Daily Guarantee.
2. Removes established rates for all VIPR competed resources and replaces them with “90% Report” rates.

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### **20.01-1 - Delegations of Procurement Authority**

Federal procurement 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 Emergency Equipment Rental Agreements (EERA), OF-294, signed by other procurement officials. Changes or modifications to EERA's or I-BPA's shall be made by the procurement official signing the original EERA. If a contractor reports to an incident with equipment that is not under the original agreement, the original Procurement Official should modify the original agreement or the new procurement official should issue a new agreement for the additional equipment for the duration of that incident only. The contractor must notify the issuing contracting officer to add that additional equipment to the original EERA or I-BPA.

If the Contracting Officer negotiates rates higher than those shown in this supplement, the circumstances shall be documented and the resulting agreement period (block #3) will be valid only for the duration of the incident or known need of the equipment.

Procedures for resolving ratifications of unauthorized commitments are agency specific and must be accomplished by the appropriate contracting officers following their agency's policies. Forest Service (FS) and Bureau of Land Management (BLM) ratification authority is limited to the Chief of the Contracting Office.

## **22 – INCIDENT AGENCY SERVICE AND SUPPLY PLAN**

1. Emergency Rental Agreements for Equipment. The Pacific Northwest Incident Business Management Committee is responsible for developing and issuing a schedule of recommended rates for emergency equipment and vehicles on an annual basis. Consider recommended rates for equipment that is not issued as an Agreement under negotiated procedures.

2. Zone of Influence. The service and supply plan shall include all equipment rental agreements from all agencies within the unit's zone of influence. Zone of influence is that jurisdictional area within the Pacific Northwest Geographical Area in which contract equipment is considered as closest resources, regardless of administrative boundaries.

## **23 - SOURCES OF SUPPLY**

### **23.4 - Geographic Area and Local Sources of Supply**

Supplies should be purchased locally to the extent it is economical and practical to do so.

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## **24 - ACQUISITION METHODS**

### **24.1 - Government Charge Cards and Convenience Checks**

In accordance with agency procedures, direction should be given regarding use of purchase cards and convenience checks. Agencies are authorized to restrict or limit use. In cases where it is anticipated the primary payment process will be through regular agency established processes, the use of purchase cards and convenience checks should be reduced to limit the potential of duplicate payments.

### **24.2 - Land Use and Facility Rental Agreements**

3. Temporary rental of property for fire purposes requires the same degree of good business judgment, including reasonable price determinations, as any other procurement action and may only be negotiated by a warranted contracting officer. In making the determinations, as to price fairness, consideration should be given but not limited to, the following items:

- a. Fair market rental rates for the property in the area.
- b. Costs to the property owner, such as moving stock, loss of rental fees from other sources, disruption.
- c. Alterations needed and who will make them.
- d. Impacts on the property.
- e. Costs of restoration, and who will do the restoration work.
- f. Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs.

Schools and other governmentally owned facilities should be compensated for operating costs only, since these facilities are funded by the taxpayers through tax revenues.

Real estate firms may be able to assist in determining local rental rates. Other considerations require good judgment and the prudent exercise of negotiation techniques. Compensate schools and other governmentally owned facilities for operating costs only, since these facilities are funded by the taxpayers. When weekly or monthly rates are used, identify the actual day when the week or month begins and when it ends, such as 7/15-7/22, or 30 days beginning 7/15/yy and ending 8/14/yy.

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**24.3 - Equipment Rental (Emergency Equipment Rental Agreements (EERAs),  
OF-294 & I-BPA**

Equipment not ordered arriving at the incident with an existing rental agreement, issued by an agency outside the Pacific Northwest Geographical Area, may be used provided:

1. There is a bonafide need for the equipment.
2. The rates to be paid to the contractor are at or below the established Pacific Northwest Geographic Area rates as contained herein.
3. The using agency is willing to accept the terms and conditions of the rental agreement, and the procurement official is authorized to sign for the agency.

**24.3-2 General Guidelines for Equipment Hire**

1. Laws, Regulations, and Guidelines.
  - a. 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.
  - b. EERA Special Provisions. Special Provisions should apply to the specific equipment.

The following language should be added to the Special Provisions of all EERA's and I-BPA's:

- (1) Wage Determination (for equipment hired with operator).
- (2) Credit Card required for fuel purchasing (as provided under Fuel Tender).
- (3) All payments will be made by the incident agency payment center. The payment office will be designated in block 9 of the Emergency Equipment Rental Agreement-Use Invoice, form OF-286.
- (4) 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.

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c. 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.

d. Commercial Drivers License. A valid Commercial Drivers License (CDL) is required for any equipment contracted by an Emergency Equipment Rental Agreement that falls under the CDL regulations. Most common requirements are as follows:

- (1) A single vehicle with a gross vehicle weight rating (GVWR) of more than 10,000 or 26,000 pounds depending upon the states DOT requirements.
- (2) A trailer with a GVWR of more than 10,000 pounds (if the gross combination weights rating is more than 26,000 pounds).
- (3) A vehicle designed to transport more than 16 persons (including driver).
- (4) Any size vehicle, which requires hazardous materials placards.

For a complete listing refer to the CDL Driver's Handbook.

e. 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 this handbook apply (Chapter 10, sec 12.7-1 and 12.7-2).

f. 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 as stated in Interagency Incident Business Management Handbook, Chapter 10, sections 12.7-2 and 3; and Clause 7d of the EERA. The contractor has the responsibility to see that crewmembers are working safely and are rested.

g. Insurance Requirements. All commercial vehicles must meet the insurance requirements found in 49 CFR 387.7.

h. 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/>

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i. Driver Limitation (first day). Depending on the time of dispatch, and in certain cases, a secondary operator may be needed in order to meet CDL driver limitation or safety concerns. An authorized procurement official may negotiate a rate to cover this expense in addition to the work or daily guarantee. Use the Service Contract Act wage determination for the applicable categories as a basis for negotiation. Overhead, profit, and equipment costs are already covered under the daily guarantee.

## **26 – EERA & I-BPA ADMINISTRATION**

### **26.6 - Contract Claims**

Claims settlement is agency specific and remains the responsibility of the agency with jurisdiction over the incident. Agency Administrators may limit the level and authorities of assigned personnel. Procurement personnel shall request direction for claims resolution from the agency upon assignment.

## **28 – EXHIBITS**

Exhibits 01 through 21 are contained in the parent text of this handbook.

[Exhibit 22](#) – Pacific Northwest Recommended Equipment Rental Rates

[Exhibit 23](#) – Pacific Northwest Supplemental Terms and Conditions to Emergency Equipment Rental Agreement, form OF-294 (Note these will also be used with I-BPA)

[Exhibit 24](#) – Personnel Requirements for Technical Specialists and Contract Equipment Operators

[Exhibit 25](#) – Land Use Agreement

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28 - Exhibit 22

**PACIFIC NORTHWEST RECOMMENDED EQUIPMENT RENTAL RATES**

**1. Explanation of Rates**

The enclosed Emergency Equipment Rental Rates are effective from the date of approval through June 30, 2012, pending any modifications resulting from the previous fire season, directives, and/or any changes in the applicable Service Contract Act Wages or marketplace realities.

The rates included herein are the recommended rates payable for the equipment listed. These rates are considered a Government Estimate and should be used at a starting point for negotiating with vendors at the incident.

Equipment listed below falls under one of two categories (see Definitions):

- a. **Competitive Resource** – these resources have a national template and were awarded an IBPA using the Virtual Incident Procurement program (VIPR). National policy recommends any resource with a national template hired on an incident-only EERA be paid at 90% of the lowest awarded rate. The rates for Competitive Resources, therefore, are 90% of the lowest awarded competitive IBPA for their respective category.
- b. **Non-competitive Resource** – resources that were not formally competed preseason using VIPR. For 2011, Region 6 awarded several types of resources non-competitively using the recommended rates below. These rates are based on commercial pricing, negotiated rates, or Government estimates. Resources hired on an incident-only EERA for these resources should be paid at the rates below.

**2. Definitions**

**Daily Rate** - Based on a 24-hour period in a calendar day.

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

Emergency Equipment Rental Agreement (EERA) - EERAs are used to sign up contracted resources not available through the IBPA competitive process due to availability or exhaustion of the DPL. EERAs are valid only for the duration of the incident they were signed up on. Once the incident releases the contracted resource, the agreement is no longer valid. These are considered “Non-Competitive Resources”.

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28 - Exhibit 22 (continued)

**Incident Blanket Purchase Agreement (IBPA)** - IBPAs are awarded preseason using a best value award process to determine the dispatch priority. Award is based on reasonable price, acceptable past performance, qualified personnel and minimum equipment standards. These are considered “Competitive Resources”.

**Local IBPA (LIBPA)** - For Region 6 specifically, LIBPAs are used to award several resource categories preseason using the recommended rates below. LIBPAs are done only by the Region 6 Fire and Aviation Contracting Team and should not be awarded at the incident. These are valid throughout the season and are considered “Non-Competitive Resources”.

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

**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. Attach documentation of reimbursements and deductions to the OF-286.

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

**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 shall also be considered.

### **3. Recommended Rate**

For 2011 Region 6 competitively awarded five new resources: Heavy Equipment (dozers and excavators), Helicopter Support Trailers, Fuel Tenders, Weedwash Units, and Communication Trailers. These are in addition to the previously competed resources (Waterhandling, Potable/Graywater/Handwash Trailers, Fallers, Mechanics with Service Truck, GIS Trailers, Heavy Equipment with Water, and Mobile Laundry).

Non-competitive agreements for Dozers shall be signed up incident-only, using the OF-294 EERA, only once all competitive IBPAs have been exhausted.

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28 - Exhibit 22 (continued)

*Transports:*

The method of hire for transports changed from a daily rate based on hauling capacity to a competitive mileage rate with a minimum daily guarantee (MGD). The mileage and MGD rates listed for the Competitive resources below are based on the 90% report generated by VIPR and are meant to be a starting point for negotiations. Non-competitive resources, such as a Road Grader, utilize the same transport method of hire as the Competitive resources. Rates have not been recommended for the transports on Non-competitive resources and Procurement officials should reference the 90% rates for the Dozers or Excavators as a starting point.

(a) **DOZERS – Competitive**

Hire dozers on a daily basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for pilot cars, fuel, maintenance, and operator transportation. Make payment for transportation of dozers in accordance with Clause 7 a., (3) of the Emergency Equipment Rental Agreement, OF-294 and I-BPA.

Heavy Equipment that has one operator for the transport and the Heavy Equipment will be paid at 65% of the rate for the transport minimum daily guarantee.

<b>Type</b>		<b>DAILY RATE (SINGLE SHIFT)</b>	<b>MILEAGE</b>	<b>MINIMUM DAILY GUARANTEE</b>
3	50 – 99 HP	\$810.00	\$ 0.90	\$225.00
2	100 – 199 HP	\$810.00	\$0.36	\$315.00
1	200-320 HP	\$1,260.00	\$0.90	\$540.00

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28 - Exhibit 22 (continued)

The following are examples of the different types of dozers:

<b>TYPE 3 DOZERS</b>	
CASE	Hd-4, 6+, hd-11b, 550+, 650+, 750+, 850+, 1150
CATERPILLAR	D3+, D-4+,D-5, D-5C, D-5G, D-6, D-6B
JOHN DEERE	JD-450+, JD-550, JD-650+, JD-750C-D,
FIAT-ALLIS	FD-5, F-6+, FD-7+, FD-9
KOMATSU	D-31+, D-32+, D-37+, D-38+, D-39+, D45A-1, D45A-3, D45P-1
INTERNATIONAL/ DRESSTA	TD-7+, TD-8+, TD-9+

<b>TYPE 2 DOZERS</b>	
CASE	1150B-D,1150H, 1450, 1450B, 1650K 1850K
CATERPILLAR	D5-B, D-5H, D-6C, D-6M, D-7C, D-7D D-6H, D-7E, D-7F, D-7G, D-8(13A), D-8D(15A), D-8G(15A), D-8E(14A), D-8E(14A)
JOHN DEERE	JJD-700H, JD-750, JD-750B, C JD-850, JD850B, JD-850C-II+
FIAT-ALLIS	10-B, 10-C, 11-B, 14-C, 16B, FS-20
KOMATSU	D41E-6, D53A-15/16/16A/17, D53P-16/17, D60P-3/6, D61-EX-12, D61PX-12, D65A-6 D65E-6, D65EX-12, D65P-6, D65PX-12, D85A-12
INTERNATIONAL	TD-12+, TD-15B, TD-15C TD-15H, TD-20B, TD-20C, TD-125B
TEREX	82-20

<b>TYPE 1 DOZERS</b>	
CATERPILLAR	D-7R, D-8H(35A) 36A) D-8L, Kk-9+>>>>
INTERNATIONAL/ DRESSTA	TD-20E, TD-20H
KOMATSU	D85E-12, D85E-21, D85P-21, D87E-2, D87P-2 D155A-1, D155AZX-5, D275A-5, D-335A-3, D355A-1, D375A-1+>>>
TEREX	82-20B, 82-30 82-50, 82-80
FIAT-ALLIS	31 Series, 41-B

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28 - Exhibit 22 (continued)

(b) **SKIDDERS – Non-Competitive**

In 2010, the VIPR system was used to solicit and award competitive I-BPA's for, Skidgines, Pumper Cats, and Soft-tracks. Skidders are still awarded on a Non-competitive agreement

Hire skidders on a daily basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for pilot cars, fuel, maintenance, and operator transportation. Make payment for transportation of skidders in accordance with Clause 7 a., (3) of the Emergency Equipment Rental Agreement, OF-294 and I-BPA. Heavy Equipment that has one operator for the transport and the Heavy Equipment will be paid at 65% of the rate for the transport minimum daily guarantee.

	<b>CLASS (FWHP)</b>	<b>DAILY RATE (SINGLE SHIFT)</b>	<b>DAILY RATE (DOUBLE SHIFT)</b>
1	200-275 FWHP	\$1,872	\$3,592
2	140-199 FWHP	\$1,392	\$2,632
3	100-139 FWHP	\$1,222	\$2,292
4	81-99 FWHP	\$1,042	\$1,932
5	Up to 80 FWHP	\$982	\$1,812

(c) **SKIDGINE/PUMPER CATS/SOFT TRACKS – Competitive**

If skidder/dozer is equipped as a Skidgine must have a minimum 200 gallon tank and not exceed the manufacturers load rating. It is recommended that skidgines have 150 feet of 1 inch hardline with  $\frac{3}{4}$  - inch inside diameter hose on a reel and 200 feet of 1 inch linen hose.

All pumps shall have pressure gauges that meet the minimum pump pressure rating. No fiberglass tanks will be accepted. All tanks must be certified and baffled in compliance with NFPA or American Society of Mechanical Engineers standards or other industry accepted engineering standards.

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<b>Type</b>		<b>DAILY RATE (SINGLE SHIFT)</b>	<b>MILEAGE</b>	<b>MINIMUM DAILY GUARANTEE</b>
<b>PUMPER CAT</b>				
1	200+ HP 500 gal min tank	\$1,809.00	\$3.60	\$913.50
2	100 – 199 HP 325-499 tank	\$990.00	\$1.80	\$810.00
3	60-99 HP 200-324 tank	\$1,350.00	\$3.15	\$810.00
<b>SKIDGINES</b>				
1	176+ HP 1200 gal min Tank	Negotiable	Negotiable	Negotiable
2	50-175 HP 800 -1199 Tank	Negotiable	Negotiable	Negotiable
3	100+ HP 400-799 Tank	\$1,341.00	\$2.25	\$810.00
4	60-99 HP 200-399 Tank	\$990.00	\$1.80	\$810.00
<b>SOFT TRACK</b>				
1	170 + HP 600 gal min Tank	\$1,708.20	\$1.80	\$810.00

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28 - Exhibit 22 (continued)

<b>CLASS</b>	<b>SKIDDER MAKE</b>	<b>MODEL &amp; SERIES</b>
1	FMC	220CA, 220GA
1	Clark Ranger	668 Turbo, 880, F68
1	Caterpillar	535B
1	Franklin	Q90, 190
1	Timbco	260

<b>CLASS</b>	<b>SKIDDER MAKE</b>	<b>MODEL &amp; SERIES</b>
2	John Deere	740, 740A, 520, 550, 550B, 640G
2	Timberjack	460, 460D, 520, 550, 550B, 660, 660D
2	Clark Ranger	667, 668B, 668C, 668, H66DS, H67, H67-II
2	Caterpillar	528, 515, 525, 525B, 545
2	Garrett	25A, 30, 30A
2	Franklin	Q70, Q80, 170, 185
2	Tree Farmer	C7F

<b>CLASS</b>	<b>SKIDDER MAKE</b>	<b>MODEL &amp; SERIES</b>
3	John Deere	548D, 640, 640D, 648D, 360, 380D, 404, 450, 540G
3	Timberjack	240C, 240D, 240E, 350A, 360, 360D, 380D, 404, 450
3	FMC	180
3	Clark Ranger	665, 666, F65, H66
3	Caterpillar	518
3	Garrett	21A Turbo, 22
3	Case	800 Series
3	International Harvester	S10
3	Tree Farmer	C6F

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CLASS	SKIDDER MAKE	MODEL & SERIES
4	John Deere	440D, 448D, 540, 540A
4	Timberjack	225 series, 230 series, 330
4	Clark Ranger	664, 664B
4	Massey Ferguson	320
4	Garrett	21A
4	Case	600
4	International Harvester	S8A

CLASS	SKIDDER MAKE	MODEL & SERIES
5	John Deere	440,
5	Timberjack	208B, 208E
5	Garrett	16

(d) **MOTOR GRADERS – Non-Competitive**

Hire graders on a daily basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for pilot cars, fuel, maintenance, and operator transportation. Make payment for transportation of motor grader in accordance with Clause 7 a., (3) of the Emergency Equipment Rental Agreement, OF-294 and I-BPA. Heavy Equipment that has one operator for the transport and the Heavy Equipment will be paid at 65% of the rate for the transport minimum daily guarantee.

CLASS (FWHP)	DAILY RATE (SINGLE SHIFT)	DAILY RATE (DOUBLE SHIFT)
Type 1 (200-250 HP)	\$1,452	\$2,752
Type 2 (145-199 HP)	\$1,322	\$2,492
Type 3 (115-144 HP)	\$1,202	\$2,252
Type 4 (75-114 HP)	\$1,102	\$2,052

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<b>Type 1 (200-250 HP)</b>	<b>GRADER MAKE</b>	<b>MODEL &amp; SERIES</b>
	Case	885
	Caterpillar	14H, 16H
	Champion	D-686, 780, 740A, 750A, 780A
	Galion	T-700, 870B, 870C
	John Deere	772CH II
	Komatsu	GD670A-2C, GD670AW-2C, GD750A-1, GD825A-2
	New Holland	RG200, RG200B
	Volvo	G740, G740B, G746B, G780, G780B

<b>Type 2 (145-199 HP)</b>	<b>GRADER MAKE</b>	<b>MODEL &amp; SERIES</b>
	Case	865
	Caterpillar	12H, 140H, 143H, 160H, 163h
	Champion	720A, 726A, 730A, 736A,
	Fiat Allis	FG85A, FG105A
	Galion	850B, 850C
	John Deere	670CH II, 672CH II, 770C, 770C II, 770CH, 770CH II, 772CH
	Komatsu	GD650A-2C, GD650AW-2C, GD 655-3, GD675-3
	New Holland	RG170, RG170B
	Volvo	G720, G720B, G726 VHP, G726B, G730, G730B, G736 VHP

<b>Type 3 (115-144 HP)</b>	<b>GRADER MAKE</b>	<b>MODEL &amp; SERIES</b>
	Case	845
	Caterpillar	120H, 135H
	Champion	710A, 716A
	Galion	830B, 830C
	John Deere	670C, 670C II, 670CH, 672CH
	Komatsu	GD530A-2C, GD530AW-2C, GD555-3
	New Holland	RG140, RG140B
	Volvo	G710, G710B, G716VHP

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<b>Type 4 (75-114 HP)</b>	<b>GRADER MAKE</b>	<b>MODEL &amp; SERIES</b>
	Champion	C50A, C60A, C66A, C70A, C76A, C80A, C86A
	Fiat Allis	65C
	Ingram	MG747
	Lee-Boy	685
	New Holland	RG80, RG100
	Volvo	G60, G66, G80, G86

(e) **EXCAVATORS – Competitive**

Hire excavators on a daily basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for pilot cars, fuel, maintenance, and operator transportation. Make payment for transportation of excavators in accordance with Clause 7 a., (3) of the Emergency Equipment Rental Agreement, OF-294 and I-BPA. Heavy Equipment that has one operator for the transport and the Heavy Equipment will be paid at 65% of the rate for the transport minimum daily guarantee.

**EXCAVATORS**

<b>TYPE</b>	<b>DAILY RATE (SINGLE SHIFT)</b>	<b>MILEAGE</b>	<b>MINIMUM DAILY GUARANTEE</b>
Type1 (156+ HP)	\$1,283.40	\$0.90	\$720.00
Type 2 (111-155 HP)	\$900.00	\$1.35	\$450.00
Type 3 (81-110 HP)	\$810.00	\$0.36	\$450.00
Type 4 (60-80 HP)	\$864.00	\$1.80	\$225.00

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(f) **FORWARDERS, FELLER BUNCHER/PROCESSORS, and SLASH BUSTERS - Non-Competitive**

Hire this equipment on a daily basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for pilot cars, fuel, maintenance, and operator transportation. Make payment for transportation of this equipment in accordance with Clause 7 a., (3) of the Emergency Equipment Rental Agreement, OF-294 and I-BPA. Heavy Equipment that has one operator for the transport and the Heavy Equipment will be paid at 65% of the rate for the transport minimum daily guarantee.

There are no standard rates for this equipment; however the following is an estimate, which can be utilized as a starting point for negotiation of rates for this type of equipment.

EQUIPMENT	DAILY RATE (SINGLE SHIFT) ESTIMATE ONLY	DAILY RATE (DOUBLE SHIFT) ESTIMATE ONLY
Feller Buncher Type 1 (226+ HP) Type 2 (160-225 HP)	Type 1 - \$2,432 Type 2 - \$2,292	\$4,712 \$4,432
Forwarder Type 1 (2000 Gal., 200+ HP) Type 2 (1500 Gal., 140-199 HP) Type 3 (1000 Gal., 100-139 HP) Type 4 (850 Gal., 99 HP & Below)	Type 1 - \$2,232 Type 2 - \$2,132 Type 3 - \$1,932 Type 4- \$1832	\$4,312 \$4,112 \$3,712 \$3,512
Slash Buster	Prices vary depending on size, but these are generally lower than Feller Buncher or Forwarders. Also see Excavators for pricing guides as this equipment is similar.	

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(g) **BACKHOES - Non-Competitive**

Hire this equipment on an hourly basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for fuel, maintenance, and operator transportation.

There are no standard rates for this equipment. Therefore, the following are suggested rates for 75 and 76 horsepower (or larger) backhoes. These are listed as a starting point. Other features such as bucket size and 4 wheel capability will need to be considered.

<b>FWHP</b>	<b>HOURLY RATE</b>	<b>HOURLY OPERATOR RATE</b>	<b>HOURLY WORK RATE</b>	<b>DAILY GUARANTEE</b>
75	\$38	\$38	\$76	\$380
76+	\$45	\$45	\$90	\$450

(h) **DUMP TRUCKS - Non-Competitive**

Hire this equipment on a daily basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for fuel, maintenance, and operator transportation.

For any portion of a calendar day that a dump truck is used as a transport (provides a tilt bed trailer), add \$50.00 to the daily rate.

**DUMP TRUCKS**

<b>TRUCK CAPACITY</b>	<b>DAILY RATE SINGLE SHIFT</b>	<b>DAILY RATE DOUBLE SHIFT</b>
Min. 5 Yards	\$732	\$1,344
Min 10 Yards	\$988	\$1,848

(i) **WATER TRUCKS (POTABLE) – Competitive**

Non-competitive agreements for these types of equipment shall only be used as a last resort after all competitively awarded resources have been exhausted. Non-competitive agreements shall be signed up on an incident only basis using the OF-294 EERA form.

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The daily work rate for the truck is based on a 24 hour period with one operator. The operator must work within the work rest guidelines. If additional operator is needed the host forest or Incident Management Team (IMT) shall order a second operator.

Potable water trucks must meet NIFC potable water standards.

**POTABLE WATER TRUCK**

<b>TYPE (Gallons Hauled)</b>	<b>DAILY RATE (SINGLE SHIFT)</b>
Type 4 (400-999)	\$486.00
Type 3 (1000-2499)	\$810.00
Type 2 (2500-3999)	\$855.00
Type 1 (4000+)	\$1,260.00

(j) **WATER TRUCKS (Gray Water) – Competitive**

Non-competitive agreements for these types of equipment shall only be used as a last resort after all competitively awarded resources have been exhausted. Non-competitive agreements shall be signed up on an incident only basis using the OF-294 EERA form.

Hire this equipment on a daily basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for fuel and maintenance. Contractor is responsible for proper removal and disposal of wastewater. Contractor is responsible for all permits. Disposal Fees will be reimbursed based on actual receipts or an agreed to per gallon rate.

**GRAY WATER TRUCK**

<b>TYPE (Gallons Hauled)</b>	<b>DAILY RATE (SINGLE SHIFT)</b>
Type 4 (400-999)	\$712.80
Type 3 (1000-2499)	\$630.00
Type 2 (2500-3999)	\$900.00
Type 1 (4000+)	\$1,080.00

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(k) **WATER TENDER – Competitive**

Non-competitive agreements for these types of equipment shall only be used as a last resort after all competitively awarded resources have been exhausted. Non-competitive agreements shall be signed up on an incident only basis using the OF-294 EERA form.

Hire this equipment on a daily basis, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for fuel and maintenance.

Tenders are required to have drafting capabilities to efficiently self-load water. The Interagency Engine/Tender Agreement Terms and Conditions should be considered and included when appropriate when signing up EERA's.

**WATER TENDER**

<b>TYPE (Gallons Hauled)</b>	<b>DAILY RATE (SINGLE SHIFT)</b>
Type 3 (1000-2499)	\$850.50
Type 2 (2500-3999)	\$738.00
Type 1 (4000+)	\$1,124.10

(l) **WATER EQUIPMENT – ENGINE – Competitive**

Engines are a specialized resource with specific equipment, personnel, and training requirements. In the event an engine is needed on a non-competitive basis you should contact Kermadine Barton, (541) 471-6746, with the Region 6 Fire and Aviation Contracting Team for assistance.

(m) **STAND ALONE HEAVY EQUIPMENT TRANSPORTS – Competitive**

A transport is considered "Stand Alone" when it is used to haul equipment other than the piece it brought to the incident or used to haul multiple pieces of equipment (e.g., 1 transport used to haul 4 dozers). Stand Alone Transports were not awarded on pre-season IBPAs in Region 6. Hire this equipment on a mileage basis with a Minimum Daily Guarantee, with the contractor providing the operating supplies and contractor-hired operator. Included in the rate is contractor provided support for fuel.

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There is neither a 90% rate nor a recommended rate for transports. Rates should be negotiated and you can utilize the following sources for references:

1. The transport rates awarded on the Heavy Equipment (Dozer/Excavator) IBPAs.
2. Commercial Rates

If ordered for a double shift two operators will be required, one for each shift. It is recommended the transport is paid 165% of the Minimum Daily Guarantee for a Double Shift.

When long haul transport services are required for trips greater than 500 miles one way, commercial rates and invoicing should be the method of hire.

(n) **FUEL TRUCKS – Competitive**

Non-competitive agreements for these types of equipment shall only be used as a last resort after all competitively awarded resources have been exhausted. Non-competitive agreements shall be signed up on an incident only basis using the OF-294 EERA form.

Vendor is required to accept Visa or MasterCard and credit cards for payment of fuel at the work site. Other methods of payment may be used at vender's discretion. Fuel prices will be established at the current commercial rate. This process will replace the use of Emergency Equipment Fuel & Oil Issue, OF-304. (Pacific Northwest contractors traveling outside the geographic area may be required to use the Emergency Equipment Fuel & Oil Issue, OF-304, in other geographic areas)

Contractors, Cooperators and Government employees are required to use credit cards for the purchase of fuel from the fuel tender at all incidents within the Pacific Northwest Geographic Areas.

Include provisions in the IBPA/EERA that "Federal and State requirements shall be met when dealing with hazardous materials."

Fuel tender shall be fully registered as a commercial vehicle and be current with all Department of Transportation (DOT), Environment Protection Agency (EPA), and State inspection requirements. Vehicles which require Commercial Drivers License (CDL) operator when operating on public highways shall be provided with a qualified operator at all times.

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Fuel tender dispensing system shall be so designed to eliminate the wrong product being dispensed, e.g., gasoline being introduced into a diesel-powered vehicle due to the dispensing system not being completely drained from the previous fueling. A separate dispensing system for each product carried is required.

TYPE	GALLONS	DAILY RATE
1	3501+	\$1,549.00
2	2500 - 3500	\$1,549.00
3	500 - 2500	\$1,549.00

The daily work rate for the truck is based on a 24 hour period with one operator. The operator must work within the works rest guidelines. If additional operator is needed the host forest or IMT shall order a second operator.

The daily work rate for the truck is based on a 24 hour period with one operator. The operator must work within the work rest guidelines. If additional operator is needed the host forest or IMT should negotiate for a second operator or order a double shift.

**NOTE:** This hiring method should only be used as a last resort once it has been determined there is no vendor available that can accept credit cards as recommended above in the preferred method of hire.

(o) **BUSES – Competitive**

Non-competitive agreements for these types of equipment shall only be used as a last resort after all competitively awarded resources have been exhausted. Non-competitive agreements shall be signed up on an incident only basis using the OF-294 EERA form.

Buses should carry a minimum of 22 passengers and have a separate cargo area to securely store firefighting equipment. The operators must maintain their DOT Operating Authority and meet the insurance requirements of DOT Regulation 49 CFR Part 387.33. Operating supplies (fuel and oil) are furnished by the vendor.

Smaller busses or vans should be hired at their commercial rates.

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**BUSES**

<b>PASSENGER CAPACITY</b>	<b>MILEAGE RATE</b>	<b>DAILY GUARANTEE</b>
22+ passengers	\$2.25	\$567.00

(p) **VEHICLES WITH DRIVERS - Non-Competitive**

The method of payment for overhead position vehicles shall be through the Federal Travel Regulations (FTR).

NOTE: DNR and State of Oregon Method of Hire is renting vehicle and AD/FF Employee not to be used on Federal Fires.

Overhead Position vehicles which do not require day to day use of their vehicles on the incident and the vehicles primary use is to transport the individual from their place of dispatch to the incident, and from the incident back to their point of dispatch or to a new incident will be reimbursed by the hiring unit using the Federal Travel Regulations (FTR) and no daily shift tickets would be required. However for Overhead Position vehicles which are used not only for transport to and from the incident but also are used on a daily basis to go to and from camp to the fire line shall have shift tickets filled out to document the total daily use. Those shift tickets will used to support travel claim to be paid through the FTR process.

**VEHICLES WITH DRIVERS**

**PREFERRED METHOD OF HIRE SHALL BE VEHICLE WITH OPERATOR.**

Operator shall be paid a daily rate of \$265. The mileage guarantee is not applicable to Vehicles with Driver. Add the appropriate mileage rate listed below for the vehicle. Rate includes all operating supplies, including fuel, incidentals and applicable insurance. Defensive Driving is not required.

One operator shall be provided, and must maintain a valid state driver's license. All operators are required to have RT-130 Annual Fire Refresher including fire shelter. The operator's health and physical condition must be sufficient to perform the duties of driver without causing anyone undue hazard. Please specify any physical limitations that may influence your work activities in writing to the Contracting Officer. **All operators shall be able to occasionally lift objects up to 30 pounds.** All Contractor personnel shall comply with the Safety Standards.

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**UTILITY VEHICLES (4x2)**

<b>TYPE</b> (See Notes Below)	<b>MILEAGE RATE</b>	<b>DAILY GUARANTEE</b>
Car	\$0.60	\$24.00
Light Utility	\$0.67	\$27.00
½ Ton	\$0.73	\$29.00
¾ Ton	\$0.79	\$32.00
1 Ton	\$0.93	\$37.00

**UTILITY VEHICLES (4x4)**

<b>TYPE</b> (See Notes Below)	<b>MILEAGE RATE</b>	<b>DAILY GUARANTEE</b>
Car	\$0.67	\$27.00
Light Utility	\$0.73	\$29.00
½ Ton	\$0.99	\$40.00
¾ Ton	\$1.06	\$42.00
1 Ton	\$1.14	\$46.00

**PICKUPS (4x2)**

<b>TYPE</b> (See Notes Below)	<b>MILEAGE RATE</b>	<b>DAILY GUARANTEE</b>
Compact	\$0.67	\$27.00
½ Ton	\$0.73	\$29.00
¾ Ton	\$0.79	\$32.00
1 Ton	\$0.93	\$37.00

**PICKUPS (4x4)**

<b>TYPE</b> (See Notes Below)	<b>MILEAGE RATE</b>	<b>DAILY GUARANTEE</b>
Compact	\$0.73	\$29.00
½ Ton	\$0.99	\$40.00
¾ Ton	\$1.06	\$42.00
1 Ton	\$1.14	\$46.00

**NOTE: Description of vehicles types**

**Light Utility Vehicles:**

S10 Blazer, Bronco 4, etc.

**Full Size Utility Vehicles (1/2 , ¾ and 1 tons):**

Bronco, Blazer, Tahoe, Suburban, Expedition, etc.

**Compact Pickups:**

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Toyota Tacoma, Chevrolet S-10, Ford Ranger, etc.

**Full Size Pickups:**

**1/2 Ton:**

Chevrolet & GMC 1500, C10 and K10  
 Ford 150  
 Dodge 150

**3/4 Ton:**

Chevrolet & GMC 2500, C20 and K20  
 Ford 250  
 Dodge 250

**1 Ton:**

Chevrolet & GMC 3500, C30 and K30  
 Ford 350  
 Dodge 350

**TRUCKS (Stake Trucks, Flat Beds, etc.)(4x2)**

<b>TYPE</b>	<b>MILEAGE RATE</b>	<b>DAILY GUARANTEE</b>
1-1/2 Ton	\$1.24	\$50
2 Ton	\$1.58	\$63
2-1/2 Ton	\$1.73	\$69
3 Ton	\$1.92	\$77
3-1/2 Ton	\$2.20	\$88
5 Ton	\$2.96	\$118
Over 5 Ton	\$3.18	\$127

**TRUCKS (Stake Trucks, Flat Beds, etc.) 4x4**

<b>TYPE</b>	<b>MILEAGE RATE</b>	<b>DAILY GUARANTEE</b>
1-1/2 Ton	\$1.60	\$64
2 Ton	\$1.79	\$72
2-1/2 Ton	\$2.07	\$83

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(q) **PORTABLE PUMPS – Non-Competitive**

Portable Pumps are hired without operator, with government furnished supplies. Equipment may be on a daily, weekly, or monthly rate. Preferred method of hire shall be commercial rate on commercial agreement without operator. Allow for delivery charges. If hired from a non-commercial entity, the daily rate shall be as indicated below.

**PORTABLE PUMPS**

<b>SIZE</b>	<b>DAILY RATE</b>	<b>WEEKLY RATE</b>	<b>MONTHLY RATE</b>
1-1/2" Pressure Pump	\$20	\$50	\$150
2" Pressure Pump	\$50	\$150	\$375
3" Volume (trash) Pump	\$60	\$180	\$450
4" Volume (trash) Pump	\$80	\$265	\$620
6" Volume Pump, trailer mounted	\$250	\$600	\$1,750

(r) **CHAINSAWS - Non-Competitive**

For 2010, the Virtual Incident Procurement (VIPR) system will be used to solicit and award competitive I-BPA's for Felling Modules. Non-competitive agreements for these types of equipment shall only be used as a last resort after all competitively awarded resources have been exhausted. Non-competitive agreements shall be signed up on an incident only basis using the OF-294 EERA form.

Daily rate is \$650. The rate includes: Faller with saw, operating supplies, incidentals, transportation, and insurance applicable to the state faller is working in.

(s) **ALL TERRAIN VEHICLES (ATV'S) - Non-Competitive**

Utilize Government owned sources before renting. Three-wheel models are NOT acceptable do to safety concerns. Government shall provide fuel and oil. Hire at commercial rate on commercial agreement without operator. Allow for delivery charges. If hired from a non-commercial entity, the daily rate shall be as indicated below.

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TYPE	DAILY RATE
4-Wheel Drive	\$70.00

(t) **GATORS - Non-Competitive**

Gators are hired, without operator, at a daily, weekly or monthly rate, with government furnished fuel and oil. Hire at commercial rate on commercial agreement without operator. Allow for delivery charges. If hired from a non-commercial entity, the daily rate shall be as indicated below.

TYPE	DAILY RATE	WEEKLY RATE	MONTHLY RATE
Gator	\$85.00	\$260.00	\$750.00

(u) **MECHANIC WITH SERVICE TRUCK- COMPETITIVE**

Non-competitive agreements for these types of equipment shall only be used as a last resort after all competitively awarded resources have been exhausted. Non-competitive agreements shall be signed up on an incident only basis using the OF-294 EERA form.

Trucks are hired at a daily rate. The contractor furnishes all operating supplies, including fuel. One certified mechanic is required per shift.

There are two types of Mechanics with Service Trucks:

1. Type 1 - Heavy Construction/Logging Equipment (dozer, grader, excavator); Automotive, Light and Heavy Truck and Inspection and Diagnostic Services
2. Type 2 - Automotive, Light and Heavy Truck and Inspection and Diagnostic Services

**When Mechanic makes repairs to a contractor's equipment, the hourly rate billed to the contractor shall be \$75 per hour plus parts.**

TYPE	DAILY RATE
1	\$810.00
2	\$810.00

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(v) **MEDICAL EQUIPMENT - Non-Competitive**

Equipment is hired without operator. BLS and ALS supplies are not considered in the weekly rate. Supplies used on the incident will be replaced by the incident or vendor to be reimbursed (reimbursement to include resource order and signed receipt by Medical Unit Leader).

**MEDICAL EQUIPMENT**

<b>TYPE</b>	<b>DAILY RATE</b>	<b>WEEKLY RATE</b>
Manual Defibrillator (for use by EMT's only)	\$75.00	
Backboard		\$11.00
Trauma Kit, Basic Life Support, BLS		\$35.00
Trauma Kit, Advanced Life Support, ALS		\$50.00
Automatic Electronic Defibrillator (AED) small portable version		\$89.00

(w) **AMBULANCES - Non-Competitive**

Region 6 will be changing the way we obtain ambulance services from local fire departments during an incident. Previously we procured these services under an EERA. From now on, when appropriate, ambulance services will be added to our agreements/AOP's when working with local fire departments. EERA's or I-BPA will continue to be used for privately owned ambulances.

Private Ambulances will be hired with contractor furnished fuel and supplies. It is recommended that ambulances be hired with a minimum medical staff consisting of 1 paramedics and 1 EMT.

It is recommended to use \$110 per hour in establishing the daily rate. So for example if your need is 12 hours per day your daily rate would be \$1320.

(x) **COMMERCIAL VANS (e.g., U-HAUL, ETC)**

Use commercial method of hire. If hired from a non-commercial entity, the daily rate shall be negotiated.

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(y) **REFRIGERATED TRUCK (TRAILER) – Competitive**

Non-competitive agreements for these types of equipment shall only be used as a last resort after all competitively awarded resources have been exhausted. Non-competitive agreements shall be signed up on an incident only basis using the OF-294 EERA form.

Hired without operator; the government furnishes the fuel (dray).

Types are based on the length of the trailer. All types should have a separate refrigeration and freezer storage unit. Mileage is paid roundtrip both ways if the trailer is delivered to the incident.

TYPE	DAILY RATE	MILEAGE
1 (43' +)	\$67.50	\$2.11
2 (29 - 43')	\$225.00	\$3.38
3 (24 - 28')	\$127.80	\$0.54

(z) **LIGHT TOWERS, (Trailer mounted) - Non-Competitive**

Government shall provide fuel and oil. Hire at commercial rate on commercial agreement without operator. Allow for delivery charges. If hired from a non-commercial entity, the daily rate shall be as indicated below.

TYPE	DAILY RATE	WEEKLY RATE	MONTHLY RATE
Light Tower (Mobile)	\$105.00	\$325.00	\$750.00

(aa) **CHIPPERS - Non-Competitive**

TYPE	DAILY RATE (SINGLE SHIFT)	DAILY RATE (DOUBLE SHIFT)
Min. 12 inch DBH	\$1,570	\$2,506

Additional Chipper Crew Members \$400/day.

For safety purposes all Chippers require two operators as well as a vehicle capable of transporting the equipment from site to site.

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(bb) **SAW SHOP - Non-Competitive**

Daily Rate: \$1,300

Additional Stihl/Mark III Technician when ordered by the Government: \$300

IS BASED ON A 12 HOUR DAY. THE 12 HOUR DAY MAY CONSIST OF A SPLIT SHIFT, 6 HOURS IN THE MORNING AND 6 HOURS IN THE AFTERNOON, I.E. 0500 TO 1100, AND 1600 TO 2200.

The daily rate includes the Mobile Unit, certified Stihl/Mark III technician, tools, repair equipment, and all operating expenses (hired wet).

The Government will provide potable water for washing pumps & parts and will provide gray water pickup and disposal.

When Mechanic makes repairs to contractor's equipment, the hourly rate for billing purposes shall be \$75 per hour plus parts. Mechanic shall have a process to create invoices, which will be turned into the Finance Section Daily.

(cc) **PACKSTRINGS - Non-Competitive**

**Packer:** \$400 per day

**Additional Packers:** \$400 per day

**Packer with animal string:** \$120 per animal per day

**Mobilization to and from incident (if it requires more than 1 pickup/trailer, each will receive the mileage rate):** \$2.00 per mile

Packer shall come with a minimum of 48 hours worth of Hay/Feed that is certified weed free. The Government recognizes the logistical challenge for the packer to provide hay once he has packed in or arrived at Incident Command Post (ICP). The Government is also concerned about the spread of noxious weeds therefore the Government shall provide Hay/Feed after the first 48 hours.

If Packer provides transportation of Government furnished supplies (hay/feed) to and from ICP: \$1.25 per mile.

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28 - Exhibit 23

**PACIFIC NORTHWEST SUPPLEMENTAL TERMS AND CONDITIONS TO  
EMERGENCY EQUIPMENT RENTAL AGREEMENT & I-BPA**

In addition to the General Provisions to Emergency Equipment Rental Agreements (EERA) Form OF-294 and I-BPA, the following supplemental provisions shall apply to the administration and enforcement of EERAs for Federal Agencies in Region 6. **Penalty for making false statements to the Government is described in 18 U.S.C. 1001.**

By signing the agreement the contractor acknowledges the adverse conditions that equipment will be operated in during fire support and suppression activities that are reflected in the Pacific Northwest Interagency Emergency Equipment Rental Rates.

Dispatchers and warranted procurement personnel in Oregon and Washington are authorized to place orders under this agreement.

**1. FUEL**

If procuring fuel at the incident site, the contractor shall do so with a major credit card (Visa or MasterCard).

**2. HEAVY EQUIPMENT/TRANSPORTS**

When a lowboy and another piece of heavy equipment, such as a dozer, are provided with a single operator to operate BOTH pieces of equipment, adjustments to the payment amount will be made as follows: **Heavy Equipment that has one operator for the transport and the Heavy Equipment will be paid at 65% of the rate for the transport minimum daily guarantee.**

**3. SERVICE VEHICLES**

The rate of pay shown for heavy equipment includes service vehicles. No additional payment will be made for a service vehicle (or operator) that accompanies the heavy equipment to the incident.

**4. PILOT/FLAG VEHICLE(S)**

If a pilot/flag vehicle(s) is/are required by law during transportation of heavy equipment, no additional payment will be made for this vehicle or operator.

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CHAPTER 20 - ACQUISITION**

28 - EXHIBIT 23 (Continued)

**5. POTABLE WATER**

Contractor shall meet the current National Interagency Fire Center potable water standards as described in the National Potable Water Truck Solicitation.

**6. FUEL AND FUEL TRUCKS**

(a) Fuel Vendors are required to accept major credit cards (Visa or MasterCard) credit cards for payment of fuel at the work site. Other methods of payment may be used at vendor's discretion.

(b) Should circumstance preclude the vendor from using the credit card system the following shall apply:

Fuel dispensed shall be documented on fuel and oil issue logs or fuel and oil issue tickets (form OF-304) and turned into the incident finance section for payment. Fuel shall be billed to the administrative office for payment as per the emergency equipment use invoice (block 9).

(c) No payment will be made for refueling trucks (either bringing fuel to the dispensing truck or driving the truck to the bulk plant) or spill containment requirements.

(d) Fuel trucks shall have multi-fueling capability with two separate nozzles, one for gas and one for diesel.

(e) Fuel prices will be established at the current local commercial rate.

(f) All federal and state requirements shall be met when dealing with hazardous materials.

**7. FIRST AID/EMERGENCY EVACUATION ACCIDENTS**

The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contractor personnel are injured on the fire line, the Government, at Contractor expense, may evacuate the injured person(s). If Contractor personnel become ill or are injured and require transport to a medical facility/hospital, the costs may be at the Contractors expense.

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28 - EXHIBIT 23 (Continued)

**8. GREY WATER DISPOSAL**

Upon approval and documentation, in writing, of a disposal of grey water disposal process by the Contracting Officer, the Government may reimburse the Contractor or the disposal facility for the costs associated with the disposal of grey water in accordance with the documented grey water disposal agreement. If costs are associated with the disposal process the Contractor shall provide an invoice verifying the date, time, and amount of grey water disposed of.

**9. SEVERITY**

(a) Severity Activity pay will be 75% of the Daily Rate

(b) Length of shifts under Severity Activity will normally be 10 hours or less, including travel and excluding lunch break. The intent of this assignment is to have the equipment and operator on location and prepared for suppression activities. Shifts exceeding 10 hours will be paid at the daily Rate.

(c) Specific funding is provided for Severity Activities. This is a condition which the Government has concluded a severe threat of wildland fire exists and Government at the Regional Forester level (or equivalent level for other PNWCG agencies) has determined that it is necessary to preposition resources because of imminent danger of fire.

**10. EQUIPMENT RENTED BY THE DAY, WEEK, AND MONTH**

Where the method of payment is by the month, week or day, the payment will be based on the amount that is in the best interest of the Government.

**11. SHOP (SERVICE) TRUCK/MECHANIC WITH TOOLS BILLING RATE**

Hourly rate for billing purposes for work completed on vendor related equipment is \$75.00 per hour plus parts.

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28 - EXHIBIT 23 (Continued)

**12. STANDARD METHODS OF HIRE:**

**Dozers**

Wet  
Daily Rate – Shift Basis  
with 1 Operator  
with Service Vehicle

**Transports (Heavy Equipment)**

Wet  
Mileage w/ Daily Guarantee  
with 1 Operator  
with pilot/flag vehicle, if required by law

**Skidders/Graders/Excavators/Backhoes/Other Heavy Equipment**

Wet  
Daily Rate – Shift Basis  
with 1 Operator  
with Service Vehicle

**Transportation Vehicles, other than Buses**

Wet  
Mileage Rate

**Fuel Trucks**

Wet  
Preferred Method Daily Rate – Shift  
Basis and accepts credit cards.

Non-Preferred will be Daily Rate –  
Shift Basis with one (1) operator and  
does not accept credit cards.

**Buses**

Wet  
see National Bus Agreements for General Provisions  
with 1 Operator

**Water Truck, Potable**

Wet  
Daily Rate (0001-2400)  
with 1 Operator

**Water Truck, Dust Abatement**

Wet  
Daily Rate – Shift Basis  
with 1 Operator

**Portable Pumps**

Dry  
Daily/Weekly/Monthly

**Faller/Chainsaw**

Wet with one operator on a daily basis  
and includes operator with saw and  
transportation.

**All-Terrain Vehicle (ATV's)**

(4-Wheel Only)  
Daily/Weekly/Monthly Rate  
Dry/without Operator

**Ambulances**

Wet  
Negotiate other terms

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28 - EXHIBIT 23 (Continued)

**Medical Equipment**

Backboards, Trauma Bags, Automatic Electronic Defibrillator (AED)  
Weekly (one rate whether used one day or 7 days). Weekly rate does not include supplies. Supplies used at the incident will either be replaced or the vender will be reimbursed for supplies. If reimbursed a resource order and signed receipt by the Medical Unit Leader will be required.

**Commercial Vans (e.g., U-Haul)**

Use commercial vendors method of hire

**Refrigerated Truck (Trailer)**

Dry  
Daily Rate (0001 – 2400)  
without Operator NOTE: this is a competitive agreement in R6 and should only be used as a last resort.

**Engine and Tenders**

**(CAFS)**

Wet  
Daily Rate – Shift Basis  
Engines staffed with 1 ENGB AND  
FFT1 per shift  
Tenders with 1 WTOP, per shift

**Compressed Air Foam Systems**

Ordered work for Compressed Air Foam System (CAFS) will be compensated at an hourly rate for actual hours worked as documented 1 on a shift ticket

**Mechanic with Service Truck - Type 1**

Wet  
Daily Rate with 1 Certified Mechanic

Hourly rate for billing purposes for vendor related equipment is \$75.00 per hour plus parts.

- (a) Shop (service) truck, typically a "super duty" or 1 ½ ton or better, and to include:
- (1) Mechanic with hand tools associated with the industry standards such as wrenches/sockets up to 2", taps/dies/vise/drills/jacks/etc.
  - (2) An air compressor with air tools,
  - (3) A gas welding/cutting torch set and a electric welder with generator,
  - (4) A work bench area,
  - (5) Lift crane
  - (6) Lighting ( either a lighting kit of sorts or lighting mounted on truck for road side repair at night or in camp)
  - (7) Tools beyond 2" to be able to repair medium trucks and heavy equipment.
  - (8) This type of service vehicle.

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28 - EXHIBIT 23 (Continued)

The vehicles must pass a safety inspection and be fit to operate under fire/emergency conditions.

- (b) If a mechanic's helper is ordered, an additional amount will be added to the hourly rate.
- (c) If parts are furnished by the contractor, the Government will reimburse the contractor actual costs when the contractor furnishes a detailed invoice to the Government. The detailed invoice shall provide who the parts were furnished to, i.e. name of owner, resource order number, license number, date furnished and mechanic's (installation) time.

**Mechanic w/Service Truck – Type 2**

NOTE: Region 6 has a competitive agreement in place and this should be used only as a last resort.

Wet  
Daily Rate with 1 Certified Mechanic

Hourly rate for billing purposes for vendor related equipment is \$75.00 per hour plus parts.

Provides a ¾ to 1 ton vehicle with all hand tools associated with the industry standards such as wrenches/sockets up to 2", taps/dies/vise/drills/jacks/etc. An air compressor with air tools, a gas welding/cutting torch set and an electric welder with generator. To facilitate repairs to typical light duty motor vehicles and minor repairs to medium and heavy equipment.

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28 - Exhibit 24

**PNW PERSONNEL REQUIREMENTS FOR TECHNICAL SPECIALISTS  
 UNDER EERA & I-BPA**

<b>Classification</b>	<b>Fitness Level</b>	<b>Basic Wildland Firefighter Training</b>	<b>Shelter Deployment Training</b>	<b>Personal Protective Equipment</b>
Dozers, skidders, feller bunchers, graders, excavators.	None	No	Yes*	Yes*
Drivers of Pick-ups SUVs, sedans, Cargo	None	No	Yes*	Yes*
Buses	None	No	Yes*	Yes*
Transports	None	No	Yes*	Yes*
Tenders	None	No	Yes*	Yes*
Engines Type 3 to 7	Arduous	Yes	Yes	Yes
Shop & Fuel Trucks	None	No	Yes*	Yes*
Ambulances	None	No	Yes*	Yes*
Fallers	None	No	Yes	Yes
Gray/Black Water	None	No	No*	Yes*
Potable Water	None	No	No*	Yes*

\*Required if deployed on the line as determined by Incident Operations/Safety, not required if used otherwise.

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**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25

**LAND USE AGREEMENTS CHECKLISTS  
AND  
GENERAL GUIDANCE**

**SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY  
Checklist**

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished supplies.
- Phones
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- AC/Heater operational or available
- Sprinkler System
- Reduce / increase costs when camp changes (i.e. from Type I – II – III) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled / concurrent uses of the facilities by owner
- Parking
- Athletic Field

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
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28 - Exhibit 25 (continued)

**DIPPING SITES/PONDS  
Checklist**

- Impact – amount of drawdown, site disturbance, etc
- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

**IC CAMP/HELIBASE  
Checklist**

- Access – roads, gates
- Noxious Weeds
- Fences / cattleguards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/Hazmat
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc)

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

**AIRPORTS  
Checklist**

- Facilities Usage (except for federally funded runways, towers)
  - Check other FAA restrictions
- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- Hazmat/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Plant
- Hours of Operation
- Access
- Check with Air Ops for further concerns

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

**SITUATIONS NOT REQUIRING A LAND USE AGREEMENT**

- Federal Government land/facilities run by concessionaire
- Land/Facilities of other Federal agencies (would fall under Economy Act agreements)
- Land/Facilities of state and local governments (usually cooperative agreement)
- Non Wildland fire incidents, i.e. FEMA.
- Direct fire suppression activity (fire line construction, back-burn, access to fire)
- Federally funded runways and towers (county/state/local)

**LAND/FACILITY RESTORATION CONSIDERATIONS**

**(Items for COs to consider – not all items apply to every agreement)**

- Loss of crop/pasture – how many seasons
- Re-seeding / de-compaction requirements
- Noxious Weeds Abatement and Survey
- General clean-up (trash removal, final janitorial service, floor waxing, etc)
- Re-sod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc)
- Pumping of septic systems (feasible to use system, or rely solely on port-a-potties?)
- Mending fences damaged during incident

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

**CONSIDERATIONS FOR DETERMINING RATE**

- BEFORE NEGOTIATING RATE:
  - Determine ownership of land / facilities
  - Confirm owner's agent if applicable
  - Resources available to confirm ownership
    - City or County Tax Assessor's Office
    - Courthouse
  
- Private Campgrounds – what are average receipts / revenues for similar time period
  
- Historical record of rates for use in local area – local rangers may be good source
  
- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities
  
- Fairgrounds – were there any events cancelled or rescheduled to make them available?
  
- Cost of relocating and feeding of stock
  
- Are there vacant facilities held by other agencies that may be available?
  
- Consider a not to exceed rate commensurate with property value
  
- Sources of market research:
  - banks
  - real estate offices
  - local employees
  - local assessor offices
  - local agency lands offices
  - newspapers
  - feed store bulletin boards
  - documentation at local offices from previous incidents

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
 CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

USDA Forest Service

R6-FS-5100-130 (June 2010)

**EMERGENCY FACILITIES & LAND USE AGREEMENT**

INCIDENT AGENCY (name, address, phone number)	Page ____ of ____  AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER
	EFFECTIVE DATES a. beginning _____ b. ending _____
OWNER (name, address, phone number-include day/night/cell/fax)  DUNS: _____ EIN/SSN: _____ PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or	INCIDENT NAME: _____ INCIDENT NUMBER: _____ RESOURCE ORDER NUMBER: _____ JOB CODE (P No.) AND OVERRIDE: _____
TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN	
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as :	
DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.	
County: _____ State: _____ Township: _____ Range: _____ Section: _____	
ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.	
RATE: For each Month that the land/facilities are used, the Government will pay the rate of \$_____ per Month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$_____, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.	
UTILITIES AND SERVICES: (check only one) <input type="checkbox"/> The above rate includes utility charges for the following: <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES <input type="checkbox"/> JANITORIAL SERVICES & SUPPLIES <input type="checkbox"/> TRASH REMOVAL <input type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS <input type="checkbox"/> The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____	
RESTORATION: Restoration beyond ordinary wear and tear. (check only one) <input type="checkbox"/> The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____ <input type="checkbox"/> The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.	
ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.	
ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.	
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.	
OTHER: Describe in detail: _____	
TERMS AND CONDITIONS: See attachment.	
CHECKLIST(s): See attachment.	

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

USDA Forest Service

R6-FS-5100-130 (June 2010)

Page ____ of ____			
Agreement No: _____			
PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.			
Owner/Agent (Print Name)	DATE:	Government Agent (Print Name)	DATE:
Signature: _____		Signature: _____	
Date: _____		Date: _____	
POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.			
TOTAL AMOUNT DUE \$ _____			
RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.			
REMARKS:			
Owner/Agent (Print Name)	DATE:	Government Agent (Print Name)	DATE:
Signature: _____		Signature: _____	
Date: _____		Date: _____	

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

USDA Forest Service

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Page ____ of ____			
Agreement No: _____			
Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features that help describe the area			
ADDITIONAL CLAUSES:			
The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.			
OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER:		PHONE NUMBER:	

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).**

As prescribed in [13.302-5\(d\)](#), insert the following clause:

TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2011)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions of law or Executive order:
    - (i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
    - (ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
    - (iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
    - (iv) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
    - (v) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
    - (vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
    - (vii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
  - (2) Listed below are additional clauses that apply:
    - (i) [52.232-1](#), Payments (Apr 1984).
    - (ii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
    - (iii) [52.232-11](#), Extras (Apr 1984).
    - (iv) [52.232-25](#), Prompt Payment (Oct 2008).
    - (v) [52.233-1](#), Disputes (July 2002).
    - (vi) [52.244-6](#), Subcontracts for Commercial Items (Apr 2010).
    - (vii) [52.253-1](#), Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
    - (i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
    - (ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Dec 1996) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
    - (iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)) (Applies to contracts of \$100,000 or more).
    - (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
    - (v) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)) (Applies to contracts of \$100,000 or more).
    - (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
    - (vii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
    - (viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
      - (A) Delivered;
      - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
      - (C) Furnished by the Contractor for use by the Government; or
      - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
    - (ix) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
      - (A) Is set aside for small business concerns; or
      - (B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).
    - (x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
    - (xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
    - (xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#).)
  - (2) Listed below are additional clauses that may apply:
    - (i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).
    - (ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
    - (iii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)
    - (iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
    - (v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR [52.252-2](#), *Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

**FSH 5109.34 - INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
CHAPTER 20 - ACQUISITION**

28 - Exhibit 25 (continued)

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)