



**FOREST SERVICE HANDBOOK
SOUTHERN REGION (REGION 8)
ATLANTA, GA**

**FSH 5109.34 – INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK
(NWCG) HANDBOOK 2)**

CHAPTER 20 – ACQUISITION

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Approved: **ROBERT T. JACOBS**
Regional Forester

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Posting Instructions: 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 as the first page(s) of this document. The last supplement to this Handbook was R8 Supplement 5109.34-2001-1 to Chapter 20.

New Document	5109.34,20	39 Pages
Superseded Document(s) (Supplement Number and Effective Date)	5109.34,20 R8 Supplement 5109.34-2001-1 Effective 11/02/2001	37 Pages

Digest:

28 – Updates definition in 28- Exhibit 16 and guidance for Commercial and Local School Buses and Associated Daily Rates. Provides specific guidance in Method of Hire, Classifying, Inventory, Additional Operators, Special Rates; Provides specific classification of Front End Loaders and Associated Daily Rate for each classification and; Adds Exhibit 21 – Examples of Payment Computations.

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23.1 - National Cache System.

Dispatch or logistics personnel shall place supply orders directly for items stocked at local caches or at Category I caches. Submit all other supply and equipment orders to the Procurement Unit Leader or the Buying Team.

23.4 - Geographic Area and Local Sources of Supply.

Give first priority to local communities near the incident as a source for open market purchases.

24 - ACQUISITION METHODS.

1. Established Sources. Refer to the National Buying Team Standard Operating Procedures for instructions on making purchases.

24.3 - Emergency Equipment Rental Agreements (EERA), OF-294.

The Southern Area Incident Business Management Committee shall develop and issue standard rates for emergency equipment and vehicles at least every two years. Agencies should not order equipment from outside their local area.

The Finance Section Chief is responsible for reviewing equipment agreements and equipment use time records. The Finance Section Chief shall notify the Incident Commander of potential problem areas. The objective of the review is to spot check for potential problems, such as:

- a. Equipment utilization.
- b. Long shifts for equipment and operators.
- c. Equipment and/or personnel which should be released early for cost effectiveness.
- d. More than one piece of equipment hired with same operator.
- e. Duplication of pay for equipment operators who may have also been hired as casuals.

Southern Area Procurement Offices should work toward having a single agreement with any one contractor for use by all agencies. Certain locales have both state and federal offices using the same pool of private contractors. In such cases keep duplicate Emergency Equipment Rental Agreements (EERA) to a minimum. Agencies shall send completed copies of EERAs to the dispatch/coordination centers within their zone of influence. When equipment and operator have not been ordered by the agency and arrive at an incident on their own without a resource order

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(chasing), the incident camp shall be the point of hire. Transportation to and from the incident is at the contractor's expense.

All EERAs shall describe the equipment in as much detail as possible. As a minimum, begin the description block by listing the appropriate "Type" of equipment from the standard types listed in the NWCG Fireline Handbook. All EERAs shall include the following under "Remarks" section: "Southern Area Supplement No. 5109.34-01-1, dated 2-1-01, is part of this agreement."

Attach the National Department of Labor Wage Determination to all EERAs. Add a note to block 14 of the EERA stating "Wage Determination 95-0221, Revision 5, is applicable".

28 - EXHIBITS.

28 - Exhibit 16 - Southern Area Equipment Rental Rates

28 - Exhibit 17 - Heavy Equipment Classification Charts

28 - Exhibit 18 - Southern Area Supplemental Terms and Conditions To General Clauses to
Emergency Equipment Rental Agreement, Form OF-294

28 - Exhibit 19 - Contractor Checklist

28 - Exhibit 20 - Certification for Engines

28 – Exhibit 21 – Examples of Payment Computations

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28 - Exhibit 16

SOUTHERN AREA EQUIPMENT RENTAL RATES

EXPLANATION OF RATES

The enclosed Emergency Equipment Rental Rates are effective from the date of approval through December 31, 2004, pending any modifications resulting from the previous season, directives, and/or any revisions in the applicable Service Contract Act wages or market place realities. Multi-year agreements shall show December 31, 2004, as the ending date on the Emergency Equipment Rental Agreement, OF-294. Perform a new equipment inspection prior to assignment on an incident.

The rates included herein are the standard rates payable for the equipment listed. Negotiate prices ONLY in exceptional cases. This does not preclude the Contracting Officer (CO) from negotiating the most reasonable rate possible. CO's have the authority to negotiate higher rates when they are unable to find vendors willing to accept the standard rates. These exceptional cases shall be documented by the CO. The rates may be negotiated downward when equipment fails to provide the basic configuration required for each equipment type listed, or is excessively old and will not perform up to the standards of newer equipment in terms of quality operating time or production capability. Exceptions to the use of the standard rates are:

- d. When circumstances require the sign up of equipment not listed or at rates higher or lower than those listed.
- b. When equipment is dispatched from outside of the Southern Area for which that area or agency has established rental rates.
- c. When equipment is leased from commercial leasing firms.
- d. 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.
- e. When type of equipment is listed but there are no rates shown for the size (HP, capacity, etc.) to be signed up. (Ex., Mini excavator, loader)

The "Special Provisions" block of the EERA shall be used to document any special clauses of the agreement, including provisions for hiring operators under casual hiring agreements. Driver Limitation (first day). Depending on the time of dispatch, and in certain cases, a secondary operator may be needed in order to meet Commercial Drivers License (CDL) driver limitation or safety concerns. The CO or authorized agency official may negotiate a rate to cover this expense, in addition to the work or daily guarantee. Use 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.

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DEFINITIONS

Daily Rate - Equipment “under hire” on a daily rate shall be paid on an “operational period” basis and not an hourly basis. The daily rate amount shall be paid for one operational period without making any adjustments for actual hours worked “on shift” that are more or less than the 14-hour standard operational period. (For example: the daily rate will be paid whether the contractor works 12 hours or 16 hours during a given operational period). The only exception to the daily rate will be on the first day and last day when time under hire is less than 8 hours and compensation will be at one-half (1/2) the daily rate, or when equipment breaks down and cannot be repaired on the same day. (*See Exhibit 21*).

If equipment is ordered for a second operational period, an additional 70% of the daily rate shall be paid for the second shift. There will be no compensation for a second operational period unless a separate operator and/or crew is ordered for the second operational period. If the second operational period carries over into the next calendar day, it is still the second shift and shall not be counted on an hourly basis. Once that shift is completed, time for that calendar day shall begin.

On Shift: Includes time of actual work. This is the compensational time for equipment on an hourly rate, and also includes travel with a specific beginning and ending time that may be compensational, according to the Supplement.

Point of Hire: The location shown in Block 5 of the EERA. The location is either a specific address, i.e., Tallahassee, FL; or the physical location of the equipment when the order is received by the contractor, i.e., “location at time of hire”.

Under Hire: The time “under hire” shall begin for a piece of equipment as indicated in this Supplement for that type of equipment. Examples: A dozer (or any equipment being transported) does not go “under hire” until it reaches the incident. The transport goes “under hire” when it leaves the “point of hire” as shown in Block 5 of the EERA. An engine/water tender goes “under hire” when it arrives at the incident, if the incident is over 100 miles away from the “point of hire”. If the incident is less than 100 miles away from the “point of hire”, the engine/water tender goes “under hire” when it leaves the “point of hire”.

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

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Commercial Drivers License (CDL) - A valid CDL is required for any equipment contracted by an 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 26,000 pounds.
- b. A trailer with a GVWR of more than 10,000 pounds if the gross combination weight rating is more than 26,000 pounds.
- c. A vehicle designed to transport more than 15 persons (including the driver).
- d. Any size vehicle that requires hazardous materials placards. For a complete listing, refer to the CDL Driver's Handbook.

Government Subsistence Incident Camp - Within the Southern Area an incident camp may be Hotels and Restaurants. This determination shall be made by the Agency Administrator. Contractors shall be furnished meals and lodging without cost under Clause 9 of the EERA if Hotel/Restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or travel expenses to and from incidents unless the contract or EERA specifically authorizes these payments. Contractors are not provided meals and lodging unless away from their home base.

Repair Rate - Refer to Clause 5 of the General Provisions, of the EERA. The rate to be assessed for government provided repairs shall be actual cost (parts and labor).

Standard Rate - This rate is to be used for all states within the Southern Area.

Wet - The contractor furnishes all operating supplies.

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BUSES

1. Commercial Buses.

a). Coaches - Use commercial acquisition methods for coaches hired to transport personnel from point to point. EERAs may be used if commercial contracts are not available. Contractors shall be licensed and shall meet all Public Utilities Commission (PUC) requirements for licensing, safety inspections and insurance before sign up. Coaches are normally hired for transporting employees either to or from the incident; are not under the control of the incident organization, and; should not be held at the incident.

b). School-Type Bus, Crew Transports - The preferred method of procuring buses is fully operated; on a daily rate (no mileage rates applies), with the contractor furnishing all operating supplies. It may be necessary to hire the bus without an operator due to vendor limitations. The government would provide the operator and operating supplies.

When the bus is hired fully operated, the contractor is responsible for meeting all State laws for the State(s) in which the bus will operate, including insurance coverage. Any bus used in interstate transportation shall meet the insurance requirements of the Department of Transportation (DOT) Code of Federal Regulation (CFR) 49 387, which specifies a minimum \$5,000,000 insurance coverage.

The DOT and state law governs operator licensing. Each operator shall have the appropriate Commercial Driver License (CDL) and each bus shall have proof of current DOT safety inspection.

All buses shall have the capacity to safely transport a crew, firefighter packs and hand tools either internally or externally. If the contractor chooses to provide a “chase vehicle” to transport packs/tools, it shall be at no cost or liability to the government. **If the Government is required to provide a “chase vehicle” to carry packs/tools because the bus cannot transport them, \$150.00 will be deducted from the Daily Rate.**

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Contractor cannot be paid for a second operational period unless it is requested by the Government and a new CDL operator is available.

Contractor Operated	Contractor Operated Second Shift	Government Operated
Daily Rate	(add \$525.00 to the Daily Rate)	Daily Rate
\$750.00		\$450.00

2. Local School Buses.

Use Local school buses only if a private source is not available within a reasonable distance. Local school buses are rented with the Government furnishing the driver and operating supplies.

The Finance Section Chief or Comptroller shall determine if it is to the advantage of the government to use school buses. Include the following statement on the 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."

a. Rates.

The following rates apply to rental of school buses. **The greater of the guarantee or the mileage shall be paid.**

Guarantee	Special Rate Mileage	CDL Operator Rate
\$375 per day	\$2.50	AD-4

ENGINES

Method of Hire. Hire engines on a daily rate, with the contractor providing the operating supplies and operator(s).

Classifying. See the minimum standards for engines listed in the Fireline Handbook, page A-27. Engines must fully comply with USDA Forest Service engine module specifications. When

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classifying engines, all the requirements for both equipment and personnel must be met in order to be acceptable and must be certified by a Government fire expert, stating that both meet the minimum requirements. (See Exhibit 20) The Government fire expert is defined as a Government employee (local, state, or federal) who, through their regular employment, works with and is knowledgeable of this type of equipment. Equipment lacking this certification shall not be signed up. It shall be the contractor's responsibility to obtain the certification prior to dispatch.

Inventory. At time of hire, the contractor shall provide a complete inventory of the fire fighting accessories on the vehicle. A copy of the inventory shall be provided to the inspector and the procurement unit each time the vehicle is hired or reassigned to an incident.

Foam Units. Any engine with the following type foam capabilities shall be paid additional compensation. The Government shall provide the foam or make reimbursement when provided by the contractor.

- (1) Compressed Air Foam System (CAFS) - Plumbed into the system, increases the rate by 10 percent of the specified rate.
- (2) Metering Systems (Automatic Regulating Proportioning System) - Systematic metering units increase the rate by 5 percent of the specified rate.
- (3) Any other foam capabilities, such as adductor units which siphon foam into the hose system, or when the foam is dumped directly into the tank, shall not receive any additional compensation.

Four-Wheel Drive. Increase rates by 5% for units with four-wheel drive.

Additional Operator(s). The chart below indicates the number of operators required for each type of engine. If the Government requests an additional operator, the daily rate is increased by \$210.00 and \$147.00 for the second operational period. The need for additional operators has to be requested through the Resource Order System.

Special Rate. The following rates include work within a 100-mile radius of the "Point of Hire". (See Block 5 of the EERA). Add \$2.00 per mile as a special rate. Explain in the "Remarks" section of the EERA that a special rate of \$2.00 per mile shall be paid from "Point of Hire" and return when dispatched over 100 miles from "Point of Hire". If dispatched over 100 miles from the incident, the engine does not go Under-Hire until the engine arrives at the incident. The engine remains Under-Hire until released at the incident (unless the unit becomes inoperable and

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cannot be repaired on the same day) and receives the \$2.00 per mile back to the original “Point of Hire”.

Rates.

Class	Number of Operators	Daily Rate: 1st Operational Period	Rate: 2nd Operational Period
Type E1	4	\$2,500.00	\$1,750.00
Type E2	3	\$2,044.00	\$1,430.80
Type WE3	3	\$1,330.00	\$ 931.00
Type WE4	3	\$1,148.00	\$ 803.60
Type WE5	3	\$1,092.00	\$ 764.40
Type WE6	2	\$1,036.00	\$ 725.20

VOLUNTEER FIRE DEPARTEMENTS (VFD), ETC.

As a general rule, do not sign up VFD’s and other non-private engines under EERA. These engines should be covered under a host of other agreements, such as, Office of Emergency Services (OES), local reciprocal fire agreements and the like. Rates do not apply to Government surplus equipment. A rate for such equipment shall be negotiated to provide for operational costs only, such as, fuel, oil, insurance and ancillary equipment. Operators shall be hired as described in the Pay Plan for Emergency Workers.

WATER TENDERS

ICS Type II Water Tender (2500-5000 gals) is subdivided into two categories, 2501-3500 gallons and 3501-5000 gallons, to facilitate equitable rates for contractors and closer match the commercial community.

A water truck for dust abatement is required to have as a minimum, an eight (8) foot spray capability (pressure or gravity). They also must have a minimum of 100 gallons per minute (gpm) self-loading capability.

The following rates include work within a 100-mile radius of the point of hire. Add \$2.00 per mile as a special rate. Explain in the “Remarks” section of the EERA that a special rate of \$2.00 per mile shall be paid from point of hire and return when dispatched over 100 miles from point of hire. **Daily rate does not start until arrival at the incident.**

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Add to the "Remarks" section: "If two operators are provided per shift add \$200.00 to the daily rate."

Rates are established for excess Government Equipment to compensate for operator and operating supplies.

PRESSURIZED WATER TENDERS (Excess Government Equipment)

<u>Class</u>	<u>TANK CAPACITY</u>	<u>DAILY RATE</u>	<u>OPERATORS</u>
WTW1	1000 - 2500 Gallons	\$575	1
WTW2	2501 - 3500 Gallons	\$650	1
WTW2	3501 - 5000 Gallons	\$680	1
WTW3	5001+ Gallons	\$750	1

NON-PRESSURIZED WATER TENDERS (Excess Government Equipment)
(Gravity feed spray)

<u>Class</u>	<u>TANK CAPACITY</u>	<u>DAILY RATE</u>	<u>OPERATORS</u>
WTW1	1000 - 2500 Gallons	\$500	1
WTW2	2501 - 3500 Gallons	\$575	1
WTW2	3501 - 5000 Gallons	\$610	1
WTW3	5001+ Gallons	\$680	1

PRESSURIZED WATER TENDERS, COMMERCIAL PRIVATE (Not excess Government Equipment)

<u>Class</u>	<u>TANK CAPACITY</u>	<u>DAILY RATE</u>	<u>OPERATORS</u>
WTW1	1000 - 2500 Gallons	\$800	1
WTW2	2501 - 3500 Gallons	\$900	1
WTW2	3501 - 5000 Gallons	\$950	1
WTW3	5001+ Gallons	\$1050	1

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NON-PRESSURIZED WATER TENDERS, COMMERCIAL PRIVATE (Not excess Government Equipment) (Gravity feed spray)

<u>Class</u>	<u>TANK CAPACITY</u>	<u>DAILY RATE</u>	<u>OPERATORS</u>
WTW1	1000 - 2500 Gallons	\$700	1
WTW2	2501 - 3500 Gallons	\$800	1
WTW2	3501 - 5000 Gallons	\$850	1
WTW3	5001+ Gallons	\$950	1

PICKUPS, SEDANS, CARRYALLS, SUVs and STAKESIDE TRUCKS

For commercial leasing companies, use their established rates using the commercial acquisition process.

Method of Hire: Hire pickups, sedans, carryalls, sports utility vehicles (SUVs) and stake side trucks on a daily rate plus mileage with the contractor providing the operating supplies. Hire operator as described in the Pay Plan for Emergency Workers. Operator must comply with all federal and state licensing requirements. Vehicle classification is determined by Gross Vehicle Weight (GVW) rating. Vehicles under 10,000 GVW are not considered stakeside trucks.

When signing up vehicles, explain the intended use of the vehicle. Vendors should understand that work under wildfire suppression and other types of incidents are often hot and dusty, traveling may be on roads that are in poor condition, including unimproved, extremely rough, and along fire lines. Vehicles will get dirty and may sustain minor scratches, paint chips or increased tread wear on tires and sidewalls. These items may be considered ordinary/normal wear and tear in accordance with Clause 10, "Loss, Damage, or Destruction" of the agreement. Scratches in pickup beds are considered normal wear and tear.

All vehicles should be equipped with a spare tire, wheel wrench and jack. It is recommended the vehicle registration be reviewed by the CO to determine ownership.

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Size	Daily Rate	Rates Wet	Operator
Pickups and Sedans (2x4)			
Up to 5,000 GVW	\$25.00	.30	AD-2
5,001 to 6,999 GVW	\$35.00	.35	AD-2
7,000 to 10,000 GVW	\$45.00	.40	AD-3
10,001+ GVW	\$55.00	.45	AD-3
Pickups and Sedans (4x4)			
Up to 5,000 GVW	\$30.00	.30	AD-2
5,001 to 6,999 GVW	\$45.00	.35	AD-2
7,000 to 10,000 GVW	\$55.00	.40	AD-3
10,001+ GVW	\$65.00	.45	AD-3
Carryalls, SUV's and Vans (2x4)			
Up to 6,999 GVW	\$45.00	.35	AD-2
7,000 to 10,000 GVW	\$55.00	.40	AD-3

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Carryalls, SUV's and Vans (4x4)			
Up to 6,999 GVW	\$55.00	.40	AD-2
7,000 to 10,000 GVW	\$60.00	.45	AD-3
Stakeside			
10,000 to 14,000 GVW	\$65.00	.45	AD-3
14,001 to 20,500 GVW	\$75.00	.50	AD-3
20,501 + GVW	\$85.00	.55	AD-3

DOZERS

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

If the dozer is equipped with a plow unit, the rate should be increased by \$140 per day. The equipment should then be classified as a "Tractor Plow Unit" using the appropriate classification from the fireline handbook.

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All dozers are required to be equipped with:

- A. Rollover protection.
- B. Safety canopy.
- C. Approved spark arrester on all naturally aspirated engines.
- D. Axe, pulaski, and shovel.
- E. Fire extinguisher - minimum 4:BC rating.
- F. Headlights and backup lights.
- G. Dozer blade (hydraulic angle dozer blade preferred).
- H. Backup alarm.

DOZERS

Class	Flywheel Horsepower	Fully Operated Daily Rate	Florida Daily Rate
T3	60-69	\$840.00	\$1050.00
T4	70-104	\$910.00	\$1120.00
T5	105-124	\$980.00	\$1190.00
T6	125-139	\$1050.00	\$1260.00
T7	140-169	\$1120.00	\$1330.00
T8	170-194	\$1260.00	\$1470.00
T9	195-249	\$1330.00	\$1540.00
T10	150-299	\$1610.00	\$1820.00
T11	300-369	\$1960.00	\$2170.00

See Exhibit 17 for Dozer “T” Classification

The daily rate for Florida applies to only those contractors whose principal place of business is located within the state of Florida.

TRANSPORTS

When a **dozer/heavy equipment** is dispatched, usually a separate resource order is not made for the transport. However, the transport must be covered by an agreement. Time-Under Hire for the transport begins when the transport departs the “Point-of-Hire” as shown in Block 5 of the EERA.

In situations where the transport driver is also the dozer operator: once the dozer is delivered to the incident, Time-Under-Hire for the transport ends, unless the Government authorizes the transport to be held at the incident without an operator. **Accordingly, the contractor receives the daily rate of \$300.00 or \$3.00 per mile whichever is greater (\$150.00 or \$3.00 per mile whichever is greater if Time-Under-Hire is less than 8 hours) for the first day, and if the Government authorizes the transport to be held at the incident without an operator, the**

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\$300.00 daily rate shall be paid for each day until released. There is no second operational period for a transport without a dedicated operator.

The method of payment for transports, with a dedicated operator, shall be a \$600.00 daily rate or \$3.00 per mile whichever is greater. For a second operational period the contractor will receive an additional \$350.00.

Transport includes a truck/truck tractor with trailer (that may be enclosed) flatbed, or lowboy type, **for hauling heavy equipment**. The rate for a truck and trailer to haul light equipment such as a small backhoe, farm tractor, mini excavators, skid steer loaders, etc. shall be negotiated by the Contracting Officer at the time of sign up. The contractor must provide fuel and supplies. The operator is included in the rate allowed.

SKIDDERS

Class	Flywheel Horsepower	Fully Operated Daily Rate
S1	69-82	\$700.00
S2	83-100	\$840.00
S3	101-135	\$980.00
S4	136-187	\$1120.00
S5	188-200	\$1400.00

See Exhibit 17 for Skidder "S" Classification

GRADERS

Class	Flywheel Horsepower	Fully Operated Daily Rate
G1	100-125	\$840.00
G2	126-150	\$910.00
G3	151-200	\$1050.00
G4	201+	\$1120.00
· See Exhibit 17 for Grader "G" classification. ·		

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BACKHOES

Class	Nominal Digging Depth	Fully Operated Daily Rate
BH1	14 ft.	490.00
BH2	14.5 ft.	700.00
BH3	15 ft.	840.00
BH4	16 ft.	1190.00
BH5	18 ft.	1400.00
· See Exhibit 17 for Backhoe "BH" classification. ..		

EXCAVATORS

Class	Weight Class in Pounds	Fully Operated Daily Rate	Daily Rate for Florida
EX1	14,000	\$840.00	\$980.00
EX2	18,400	\$980.00	\$1120.00
EX3	25,400	\$1120.00	\$1260.00
EX4	35,000	\$1260.00	\$1400.00
EX5	44,000	\$1400.00	\$1540.00
EX6	50,000	\$1540.00	\$1680.00
EX7	60,000	\$1750.00	\$1890.00
EX8	85,000	\$2100.00	\$2240.00
· See Exhibit 17 for Excavator "EX" classification .			

The Daily Rate for Florida applies to only those contractors whose principal place of business is located within the state of Florida.

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FRONT END LOADERS

Class	Flywheel Horsepower	Fully Operated Daily Rate
L1	69-82	\$ 700.00
L2	83-100	\$ 840.00
L3	101-135	\$ 980.00
L4	136-187	\$1,120.00
L5	188-200	\$1,400.00

Loader Buckets on Front End Loaders are interchangeable, so an adjustment may have to be negotiated by the Contracting Officer according to bucket capacity. Capacity varies from 1.75 CY to 5.5 CY.

ALL TERRAIN VEHICLES (ATV)

<u>Size</u>	<u>Daily Rate</u>
All Sizes	\$40.00

The ATVs shall be rented with the Government providing fuel and oil. Only four-wheel models are acceptable. Operators shall be hired under applicable Administratively Determined (AD) pay rates. Operators must verify rider training as provided by the Specialty Vehicle Institute of America (SVIA). All operators in the Southern Area must wear a motorcycle helmet while operating an ATV.

CHAINSAWS

<u>Size</u>	<u>Daily Rate</u>
3.8 to 5.4 Cubic Inch	\$225.00
5.5+ Cubic Inch	\$300.00

The rate for chainsaws is determined by engine displacement. All saws rented shall be a minimum 3.8 cubic inch displacement. Chainsaws are to be hired dry, with operator. Chainsaw operators shall be treated as contractors and shall be expected to provide all equipment and operating supplies, except oil and fuel, necessary to do their job. The contractor shall be responsible for the safe condition, operation, and maintenance and fueling of equipment and vehicle. The purpose of the vehicle is primarily to provide the contractor with access to their tools and equipment. The contractor's support vehicle is paid 35 cents per mile from the point of hire to the Incident Command Post (ICP); from the ICP to the work site and return; and from the ICP to the point of hire upon release. No daily payment shall be made, nor are the daily payment

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provisions on the reverse side of the EERA applicable for the support vehicle. Proof of mandatory training must be furnished at time of sign up.

PACKERS AND SADDLE STOCK

Pack and saddle stock are signed up on an EERA. Stock must be fully equipped and the contractor must furnish all feed. Sign up packers and helpers separately at the appropriate AD rate. Pay mileage for transportation of stock at the rate paid for Stakeside Trucks. Higher approval may be necessary when renting from employees. See 4G03.67 if applicable.

Daily Rate (Per Head) - \$30 On site and available for use.

COMMERCIALY PRICED MISCELLANEOUS ITEMS

Many items are available from commercial sources that have established rates and established rental agreement forms, terms and conditions. The following items should be rented using commercial procurement practices at rates not to exceed those charged to the public:

Fuel trucks should be signed up at a daily rate fully operated. The contractor shall supply all fuel and operating supplies. The fuel truck operator is required to use Fuel and Oil Issue Sheet, OF-304, to issue any fuel, and be billed at the established commercial rate.

Refrigerated Trailers - Hire without operator with the Government furnishing fuel and operating supplies.

Mechanic Service Truck - Hire commercially established mechanics when agency mechanics are unavailable. They should be hired on a daily rate, with a fully equipped mechanic's service truck on a 24-hour availability basis. The minimum contents are welder, air compressor and hand tools for both light and heavy equipment. Utilization of their established rates is recommended.

U-hauls, Ryders, Avis, Hertz, Rental, Etc. - Rent commercial equipment, such as moving vans, forklifts, without operator.

Portable toilets with servicing.

Refuse Collection, include dumping charges. A delivery charge is customary.

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Mobile Offices - A variety of mobile offices are available that vary from a regular travel trailer to a completely equipped office, with telephones, copiers, fax machines, personal computers and printers. Prior to hiring any mobile office, a cost analysis should be made of the mobile office against the other alternatives, based on the needs of the organization. Costs may vary from \$50 to more than \$900 per day, respectively.

Rental of Land and facilities - Use the Land Use Agreement Form as an example. The form may be changed depending upon the needs of the agency to lease land or facilities. Pre inspection shall be done prior to occupancy and post inspection after final use.
Cell phones - Purchase pre-paid at location of incident and leave with incident unit at close of incident.

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HEAVY EQUIPMENT CLASSIFICATION CHARTS

If Heavy Equipment Make or Model are not listed in the following charts, request specifications of the equipment and assign to a class code based on horsepower.

DOZERS

**CLASS T3, 60-69 HP FIRELINE HANDBOOK TYPE III
 \$840.00/Day (\$1050.00 for Florida)**

Make	Model and Series	Serial No.
Allis-Chalmers	HD-6A, 6B, 6GB	3800 and up
	HD-6E	9000 and up
Case	750	7070001 and up
	450 C, LGP 550E	
Caterpillar	D3B	23Y
	D3C	7901 and up
	D4C	39A, 40A
	D4D	22C, 78A, 82-J3259 and up, 82-1821 and up, 7R, 20J, 61J, 84J
John Deere	JD-450B, 450C, D, G, H	
Fiat Allis	FD-5, 6B, 6E	
International-Hough	TD-7E, H	
International	TD-8C	501 and up
Komatsu	D31A-16, 17, D31P-16, 17, 17A, D31E-20	
Massey Ferguson	MF-300	
Oliver	OC-9B	

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**CLASS T4, 70-104 HP FIRELINE HANDBOOK TYPES II & III
\$910.00/Day (\$1120.00 for Florida)**

Make	Model and Series	Serial No.
Allis-Chalmers	HD-6EP	14891 and up
	HD-11B	4100 and up
Case	650, 850-B, C, E	
	850	7072351 and up
Caterpillar	D5 C	81H, 82H, 83H, 84H
	D6 M, R	9V, 4R
	D6B	37A, 44A
	D4E	
	D4D	82J, 83J
	D4H	
John Deere	JD-550, 550A, 550G, 650G	
Fiat Allis	FD-7, 8, 8B, 8B LGP, 6EP	
International-Hough	TD-8E, TD-8H	
International	TD-9B, TD-9H	
Komatsu	D45A-1, D45P-1, D41A-3	
	D41A-3A, D41P-3, D375E-5	
Massey Ferguson	MF-3366, JF-400	
	D-400C	

**CLASS T5, 105-124 HP FIRELINE HANDBOOK TYPE II
\$980.00/Day (\$1190.00 for Florida)**

Make	Model and Series	Serial No.
Allis-Chalmers	HD-11B, 11E, 11EC	4100 and up
Case	1150	7107000 and up
	1150B	7302301 and up
	1150C, D, E	All
Caterpillar	D5	93J, 94J, 95J, 96J, 98J
	D5B	25X
	D5H	
	D6C	74A, 76A, 99J, 10K, 17R
John Deere	750, 750B, C, LGP	
Fiat Allis	10B, 10C, 10CTA	
International-Hough	TD-12, TD-12C	
Komatsu	D53A-15, 16, 16A, 17	
	D53P-16, 17, D58E-1	
Liebherr	PR 722	

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28 - Exhibit 17--Continued

**CLASS T6, 125-139 HP FIRELINE HANDBOOK TYPE II
 \$1050.00/Day (\$1260.00 for Florida)**

Make	Model and Series	Serial No.
Allis-Chalmers	HD-11EP	
	HD-11-Series B	4100 and up
Case	1450	
Caterpillar	D7C	17A
Fiat Allis	11B	
International	TD-15B	22710, 6001, 22701
Massey Ferguson	MF-500, 500B	

**CLASS T7, 140-169 HP FIRELINE HANDBOOK TYPE II
 \$1120.00/Day (\$1330.00) for Florida**

Make	Model and Series	Serial No.
Allis-Chalmers	HD-11 Series B	256-16001
	HD-16D	5448 and up
Case	1450B, 1550	All
Caterpillar	D7D	17A
	D7E	47A through 3677
	D6M, R, LGP	48A through 6392
	D6C	10K, 69U, 99J
	D6D	4X
	D6H, D6E	
John Deere	JD-850, JD-850B	
Fiat Allis	14C, 14CTA	
International-Hough	TD-15C, TD-15E	
International	TD-20B	4001 and up
Komatsu	D60P-6, D600P, D65A	
	D65E-6, D65P-6, D65E-7	
	P-7, E-8, P-8	
Massey Ferguson	D-600C	

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**CLASS T8, 170-194 HP FIRELINE HANDBOOK TYPE I
 \$1260.00/Day (\$1470.00 for Florida)**

Make	Model and Series	Serial No.
Allis-Chalmers	HD-16B	
Caterpillar	D-7F	94N, 93N
	D7E	47A from 3678
		48A from 6393
International	TD-20C	27001 and up
Komatsu	D85A-12, D65EX-12	
	D68E-1	
Massey Ferguson	D700C	
Terex	82-20, 20B	
Liebherr	PR 732	

**CLASS T9, 195-249 HP FIRE LINE HANDBOOK TYPE I
 \$1330.00/Day (\$1540.00 for Florida)**

Make	Model and Series	Serial No.
Allis-Chalmers	HD-21H	
Caterpillar	D7G	92V
	D7H	
	D8H	46A
Fiat Allis	FD-20, 16B	
International	TD-25B	
International-Hough	TD-20E, DA	
Komatsu	D60F-8A	
Terex	82-30, 30B, D700A	

**CLASS T10, 250-299 HP FIRELINE HANDBOOK TYPE I
 \$1610.00/Day (\$1820.00 for Florida)**

Make	Model and Series	Serial No.
Allis-Chalmers	HD-21B	
	HD-21P	12260 and up
Caterpillar	D8H	46A
	D8N	
Fiat Allis	21B, 21C	
Komatsu	D85G-12, D125A-18	
	D85E-12, D85A-18	
	D85E-18, D85P-18	
Terex	82-40, 40B, D750	52802 and up

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**CLASS T11, 300-369 HP FIRELINE HANDBOOK TYPE I
 \$1960.00/Day (\$2170.00 for Florida)**

Make	Model and Series	Serial No.
Caterpillar	D8K	76V, 77V
	D8L	
	D9N	
Fiat Allis	FD-30, 2K	
International-Hough	TD-25C	501 and up
	TD-25E, TD-25G	
Komatsu	D155A-1	
Terex	D800	

SKIDDERS

**CLASS S1, 69-82 Flywheel Horsepower
 \$700.00/Day**

Make	Model
John Deere	440
Timber Jack	200D
Barrett	16

**CLASS S2, 83-100 Flywheel Horsepower
 \$840.00/Day**

Make	Model
John Deere	540
Timber Jack	230D
Clark Ranger	664
Barrett	21A

**CLASS S3, 101-135 Flywheel Horsepower
 \$980.00/Day**

Make	Model
John Deere	640
Timber Jack	240D, 380D, 450
Clark Ranger	666
Caterpillar	518
Barrett	22

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**CLASS S4, 136-187 Flywheel Horsepower
 \$1120.00/Day**

Make	Model
John Deere	740
Timber Jack	520, 550
Clark Ranger	667, 668
Caterpillar	528
Barrett	25A, 30

**CLASS S5, 188-200 Flywheel Horsepower
 \$1400.00/Day**

Make	Model
FMC	220CA, 220CAG
Clark Ranger	668 Turbo

GRADERS

**CLASS G1, 100-125 Flywheel Horsepower
 \$840.00/Day**

Make	Model and Series
Allis-Chalmers	M-70
Austin Western	101, 200, 300
Caterpillar	112 Series F, 120 Series F&G
Gallion	104, 11B, 160, T400, T500
John Deere	JD670A, JD672A

**CLASS G2, 126-150 Flywheel Horsepower
 \$910.00/Day**

Make	Model and Series
Allis-Chalmers	M-11, M100, 150C
Austin Western	301, 400
Caterpillar	130, 140, 12-G, 14-E
Champion	710A, 716A
Dresser	830
Fiat Allis	100-C, 150-C, FG 70A, FG 75A
John Deere	770A, 772A, 670B, 672B

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**CLASS G3, 151-200 Flywheel Horsepower
 \$1050/Day**

Make	Model and Series
Allis-Chalmers	M200-C
Caterpillar	14 Series G, 140G
Fiat Allis	200C, & FG 85A
Champion	D-565, 600, 680, 720A, 740
John Deere	77B
Dresser	850

**CLASS G4, 201+ Flywheel Horsepower
 \$1120.00/Day**

Make	Model and Series
Caterpillar	16, 16G
Champion	D-686, 780
Gallion	T-700
Huber	F1700, F1900

BACKHOES

**CLASS BH1, 0-55 SAE Net Horsepower
 \$490.00/Day**

Make	Model and Series	Nominal Digging Depth
Case	480	
John Deere	300	14 feet
Ford	455	

**CLASS BH2, 56-62 SAE Net Horsepower
 \$700.00/Day**

Make	Model and Series	Nominal Digging Depth
Caterpillar	416	
Case	580	
Ford	555	14.5 feet
JCB	1400	
John Deere	310	

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**CLASS BH3, 63-70 SAE Net Horsepower
 \$840.00/Day**

Make	Model and Series	Nominal Digging Depth
Case	590	
Caterpillar	426	
Ford	655	15 feet
JCB	1550	
John Deere	410	

**CLASS BH4, 71-90 SAE Net Horsepower
 \$1190.00/Day**

Make	Model and Series	Nominal Digging Depth
Case	680	
Caterpillar	436	16 feet
John Deere	510	

**CLASS BH5, 91+ Flywheel Horsepower
 \$1400.00/Day**

Make	Model and Series	Nominal Digging Depth
Case	780	
Caterpillar	446	
Ford	755	18 feet
JCB	1700	
John Deere	710	

EXCAVATORS

**CLASS EX1, 50-60 SAE Net Horsepower
 \$840.00/Day (\$980.00 for Florida)**

Make	Model and Series	Weight
Caterpillar	E 70	
John Deere	190	
Kobelco	SK 60 MK111	14,000 pounds
Komatsu	PC 60-6	
Kubota	KH-191	
Takeuchi	TB-68-S	

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**CLASS EX2, 61-75 SAE Net Horsepower
 \$980.00/Day (\$1120.00 for Florida)**

Make	Model and Series	Weight Class
Hitachi	EX 100-2	
John Deere	290	18,000 pounds
Komatsu	PC 90-1	
Kobelco	SK 100 MK111	

**CLASS EX3, 76-85 SAE NET Horsepower
 \$1120.00/Day (1260.00 for Florida)**

Make	Model and Series	Weight Class
Caterpillar	E 110, E 120	
Case	880	
John Deere	490	
JSW	BH 50	25,400 pounds
Kobelco	SK 120LC MK111	
Koehring	6614	
Komatsu	PC 120	
Linkbelt	LS 2650	

**CLASS EX4, 85-110 SAE Net Horsepower
 \$1260.00/Day (\$1400.00 for Florida)**

Make	Model and Series	Weight Class
Case	888, 980, 1085	
Caterpillar	214, 215	
Drott	40	
Hitachi	UH 082	35,000 pounds
John Deere	590, 595	
Komatsu	PC 150LC-5, PC 200LC-2	
Liebherr	A 902, A 912	
Linkbelt	LS 2650C Series II	

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**CLASS EX5, 111-135 SAE Net Horsepower
 \$1400.00/Day (\$1540.00 for Florida)**

Make	Model and Series	Weight Class
Case	1088	
Caterpillar	320, EL 200	
Hitachi	EX 200LC	
John Deere	690	44,000 pounds
Kobelco	SK 200LC	
Komatsu	PC 200LC	
Linkbelt	LS 2800	
MDI/Yutani	MD 200	

**CLASS EX6, 136-160 SAE Net Horsepower
 \$1540.00/Day (\$1680.00 for Florida)**

Make	Model and Series	Weight Class
Case	1280	
Caterpillar	225, 235, EL 240	
Hitachi	EX 270LC	
John Deere	790	
Kobelco	SK 220LC MK111	50,000 pounds
Koehring	266	
Komatsu	PC 220 LC	
Liebherr	R 932HD-SL	
Linkbelt	LS 3400	

**CLASS EX7, 161-230 SAE Net Horsepower
 \$1750.00/Day (\$1890.00 for Florida)**

Make	Model and Series	Weight Class
Caterpillar	231, 330, EL 300	
John Deere	892	
Kobelco	SK 300LC MK111	
Koehring	366	
Komatsu	PC 300LC-5	60,000 pounds
Liebherr	R 942HD-SL	
Linkbelt	LS 4300C-11	
MDI/Yutani	MD 320BLC	
Mitsubishi	MS 280-2	
Poclair	160	

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**CLASS EX8, 231+ SAE Net Horsepower
\$2100.00/Day (\$2240.00 for Florida)**

Make	Model and Series	Weight Class
Case	220	
Caterpillar	325	
Hitachi	EX 400LC, UH 172	
John Deere	992	
Kobelco	K 9145, SK 400LC MK11	
Koehring	556	
Komatsu	PC 400LC-5	
Linkbelt	LS 5800	
MDI/Yutani	MD 450 BLC	

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28- Exhibit 18

SOUTHERN AREA SUPPLEMENTAL TERMS AND CONDITIONS TO GENERAL
CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

The following terms and conditions shall apply as specified:

Add to Clause 3. Applicable to transports with heavy equipment: When a transport with a piece of heavy equipment is furnished with a single operator, the transport shall be paid the mileage rate or daily rate whichever is greater until arrival at the incident. If the Government determines it is necessary to not release the transport and hold it at the incident, the daily rate will be paid. The heavy equipment being transported is not considered under hire until arrival at the incident and passing inspection.

When a transport with a piece of heavy equipment is furnished with two operators, the transport and the heavy equipment are under hire from point of hire and return. If the Government determines it is necessary to not release the transport and hold it at the incident, the daily rate will be paid.

Service Vehicles: The rate of pay 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.

Pilot/Flag Vehicles: If the law requires a pilot/flag vehicle during transportation of heavy equipment, no additional payment will be made for this vehicle or operator.

CLAUSE 7a(1) and 7a(4). The Southern Area Supplement takes precedence when equipment is hired on a daily basis.

CLAUSE 14. Replace with the Service Contract Act Wage Determination 95-0221 (Rev.4), is attached.

CLAUSE 15. OPERATIONAL PERIOD is the period of time scheduled for execution of a set of fire suppression and rescue actions as specified in the incident action plan. It is the period of time necessary to carry out the work assignment for the period. There are two operational periods in a calendar day, which may not be equal in duration.

CLAUSE 16. Applicable to passenger carrying vehicles. Operator's hours shall conform to the requirements set forth in the Federal Transportation Regulations, Part 395.3(a).

CLAUSE 17. Applicable to engines, structural water tenders and water tenders. Only certified equipment and personnel meeting the standards of the Interagency Incident Business Management 28- Exhibit 18

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Handbook, Supplement of Chapter 20 shall be provided. Equipment provided shall at all times be configured and staffed to the standards.

CLAUSE 18. Clauses incorporated by reference in the General Clauses to Emergency Equipment Rental Agreement Form OF-294, are deleted and replaced with the 2000 Update for Emergency Equipment Rental Agreement (EERA), Form OF-294. this update includes clause 52.213-4 Terms and Conditions-simplified Acquisition (Other Than Commercial Items)(FEB 2000). The clauses that are referenced in the “ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF EQUIPMENT UNDER AGREEMENT CONFORMS WITH DEFINITIONS PROVIDED BELOW...”remain in full force and effect. They include:

52.208-4 Vehicle Lease Payments (APR 1984)

52.208-5 Condition of Lease Vehicles (APR 1984)

52.208.6 Marking of Lease Vehicles (APR 1984)

CLAUSE 19. The terms and conditions contained herein shall take precedence over any other agreement.

CLAUSE 20. The agency or state with jurisdictional responsibility for the incident shall retain the responsibility and authority for resolution of claims and disputes. The responsible agency Contracting Officer shall become the Successor Contracting Officer with authority to handle resolution of claims and disputes under this agreement for the incident.

CLAUSE 21. When the Contracting Officer signing in Block 17 is a state employee the agreement shall only be valid for incidents under the jurisdiction of that state.

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28 – Exhibit 19

CONTRACTOR CHECKLIST

EMERGENCY EQUIPMENT RENTAL AGREEMENT

Always keep available a copy of your EMERGENCY EQUIPMENT RENTAL AGREEMENT, your INSPECTION, and this CHECKLIST.

QUESTIONS TO ASK WHEN CALLED TO AN INCIDENT

1. What are my **Resource Order Number** and my **Incident Number**? These numbers will be used to track your equipment to the incident, during the Incident, and when it is released.
2. Who is calling? Individual's **name, Agency, and telephone number**. It is important to be able to identify who requested the equipment.
3. **Where to report?** The Incident may have several reporting locations. Be sure to have a specific identifiable location to report.
4. **Who to report to?** Name of Individual or position title.
5. **Agree upon a starting time.** Confirm an ETA to the reporting location. This is important to ensure payment begins at an agreed upon time.
6. Get a telephone number to call in case of delays,

UPON ARRIVAL AT LOCATION OF INCIDENT

1. Have **Resource Order Number** and **Request Number** available.
2. At this time, you must have your **Emergency Equipment Rental Agreement**, or a copy, available. You must have this document so that your equipment can be used and paid according to the agreement.
3. Be sure to have a **Rental Equipment Use Record** (shift ticket) started at this time. You must have an authorized **Rental Equipment Use Record** for all hours/days of work to receive payment.
4. Be sure to have a **Heavy Equipment Inspection** done at this time and keep your copy. **Don't Lose This.** If your equipment is damaged on the Incident, you will need this document to verify the condition of your equipment prior to use on the Incident.

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DURING INCIDENT

1. Be sure a shift ticket (**Rental Equipment Use Record**) is completed at the **end of each operational period and signed by your work supervisor.**
2. Be sure to keep your copies of each shift ticket. **DO NOT LOSE THESE.** Your payment is based on the information recorded on these forms.
3. If you receive any Government supplies (fuel, oil, equipment parts, etc.), or Government repair services, obtain a receipt and keep them. Again, **DON'T LOSE.** This is so you may verify charges that will be deducted from your payment.
4. **Operators are expected to exercise judgment in safe use of equipment to prevent damage. If you feel that you have been directed to do something that is apt to damage your equipment or endanger yourself or others, you are responsible for advising the person direction the work of this fact and, if told to proceed, either refusing, or obtaining written authorization to proceed regardless of the consequences.**
5. **Brush scratches are considered normal wear and tear, if more serious damage occurs, operators are responsible for calling it to the attention of responsible Government personnel at the earliest possible opportunity so damage can be assessed, witness statements taken, and a reinspection performed.**

UPON RELEASE FROM INCIDENT

1. Be sure to have a release inspection performed on your equipment.
2. **Rental Equipment Use Record** is complete (a copy of all of your time on the fire).
3. **Emergency Equipment Use Invoice** is completed and posted accurately and signed by a Government Officer and the Contractor or his authorized Agent. **THIS IS YOUR PAYMENT DOCUMENT.** Be sure it is correct when you leave the Incident.

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28 - Exhibit 20

CERTIFICATION FOR ENGINES

This certification is incorporated in and made part of Emergency Equipment Rental Agreement No. _____. The equipment listed herein meets **all** of the minimum requirements for the equipment type.

EQUIPMENT TYPE _____

SERIAL NO. _____

LICENSE NO. _____

The following individuals meet all the personnel and training requirements for the position listed.

NAME _____

POSITION _____

The personnel listed above shall be provided with the equipment, in the numbers required by the agreement and equipment typing configurations. The personnel and equipment qualifications are in accordance with NWCG Supplement to Chapter 20 of the Interagency Incident Business Management Handbook.

A copy of the Emergency Equipment Rental Agreement, along with this certification, shall be provided to the Finance/Administration Section Chief or their designated representative immediately upon arrival at the incident.

Failure to provide equipment meeting the equipment type above shall result in a down grade of typing and a reduction in rate to the type level the equipment meets as set forth in the Interagency Incident Business Management Handbook, Chapter 20, NRCG Supplement. Failure of the equipment to meet a typing configuration, or to provide the personnel, shall be considered as withdrawing the equipment. Withdrawal shall be handled as set forth in the General Clause to the Emergency Equipment Rental Agreement, Clause 8, Paragraph b.

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I certify that the above listed equipment meets the minimum typing standards for the type listed.
I also certify that the above listed personnel meet all of the qualification requirements for the
position(s) listed.

Government Representative (Signature and Date)

Contractor Representative (Signature and Date)

Name and Title _____
(Printed)

Contractor Name _____
(Printed)

Home Unit _____

Address _____

City, State _____

Phone No. _____

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28 - Exhibit 21

EXAMPLES OF PAYMENT COMPUTATIONS

EXAMPLE. 1.

*A request is received by Expanded Dispatch from the incident for a type 6 Engine. Expanded Dispatch calls Contractor “Smith” at 0700 hours on March 1. Smith’s “point of hire” in Block 5 of the EERA is Ocala, FL. The incident is in Tallahassee, FL. The distance from Ocala to Tallahassee is 200 miles. Smith departs Ocala at 0800 hours with one crew member and arrives at the incident at 1400 hours on the same day. **The engine goes “under hire” at 1400 hours.***

Smith is released from the incident at 0800 hours on March 8. Smith departs the incident on March 8 at 0830 hours for the 200-mile trip back to his “point of hire”. During the period of work, Smith had no equipment breakdowns and worked one operational period per day.

Smith’s EERA states: Daily Rate of \$1,139.60 for a Type 6 Engine with 2 operators, plus a special rate of \$2.00 per mile, if dispatched over 100 miles from his “point of hire”.

Amount Earned:

**March 1 - 200 Miles @ \$2.00 per mile = \$ 400.00
1 Day @ \$1,139.60 = \$1,139.60*

****This is the 1st day – The engine went “under hire” at 1400 hours. 1400 to 2400 hours = 10 hours. On the 1st day, if the engine is “under hire” for 8 or more hours, Smith is compensated a whole day.***

March 2 - 1 Day @ \$1,139.60

March 3 - 1 Day @ \$1,139.60

March 4 - 1 Day @ \$1,139.60

March 5 - 1 Day @ \$1,139.60

March 6 - 1 Day @ \$1,139.60

March 7 - 1 Day @ \$1,139.60

**March 8 - 1 Day @ \$1,139.60
200 Miles @ \$2.00 per mile = \$ 400.00*

****This is the last day. The engine was “under hire” from 0001 hour to 0800 hours = 8 hours. On the last day if the engine is “under hire” for 8 or more hours, Smith is compensated a whole day plus mileage.***

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CHAPTER 20 - ACQUISITION**

28 - Exhibit 21--Continued

TOTAL PAYMENT: \$9,916.80

NOTE: On the Daily Rate, the contractor is paid for each day “under hire” until released, regardless of whether contractor is “on shift”. On the 1st day, when contractor arrived at the incident at 1400 hours, he may or may not have been placed “on shift”. He still receives the Daily Rate for being “under hire” for more than 8 hours.

If the incident had been less than 100 miles away from the contractor’s “point of hire”, the special rate WOULD NOT apply. The engine would have gone “under hire” at 0800 hours on March 1. On March 8, contractor would have remained “under hire” until arrival back at his “point of hire”. In this situation, contractor would have been compensated \$9,116.80 (\$9,916.80 less \$800.00 for mileage).

EXAMPLE 2:

*A request is received by Asheville, Dispatch from the Southern Area Coordination Center (SACC) for a Type 6 Engine with a crew of 2 to go to an incident in Lufkin, TX. Dispatch calls Contractor “Jones” at 0700 hours on April 1. Jones’ “point of hire” in Block 5 of the EERA is Asheville, NC. The distance from Asheville to Lufkin is 800 miles. The engine departs Asheville at 0900 hours with a crew of 2 on April 1 and arrives in Lufkin at 1200 hours on April 2. **The engine goes “under hire” at 1200 hours on April 1.***

While at the incident, Jones worked the day shift (0700 hours to 1900 hours). On April 6, at the beginning of the shift (0700 hours), the pump would not start. It was discovered that a part needed to be repaired. It took the entire day to get the part and the pump did not become operational again until 0800 hours on April 7.

Jones was released from the incident at 0700 hours on April 9. He departed the incident on April 9 at 0700 hours for the 800-mile trip back to his “point of hire”.

Jones’ EERA states: Daily Rate of \$1,139.60 for a Type 6 Engine with 2 operators and a special rate of \$2.00 per mile, if dispatched over 100 miles from contractor’s “point of hire”.

Amount Earned:

April 1 - April 2 800 Miles @ \$2.00 per mile = \$ 1,600.00

(Jones is responsible for all expenses required to get the Engine and the crew to the incident, including lodging and per diem).

April 2 1 Day @ \$1,139.60

April 3 1 Day @ \$1,139.60

April 4 1 Day @ \$1,139.60

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

28 - Exhibit 21--Continued

April 5 1 Day @ \$1,139.60
April 6 ½ Day @ \$1,139.60 = \$569.80

(The Engine was out of service at 0700 and remained out of service for the rest of the day. (0001 hour to 0700 hours = 7 hours. If the Engine is “under hire” for less than 8 hours in a day, contractor is compensated for ½ day).

April 7 1 Day @ \$1,139.60

(The Engine was back in service and back “under hire” at 0800 hours. 0800 hours to 2400 hours = 16 hours. The Engine was “under hire” for 8 or more hours and contractor is compensated for a whole day).

April 8 1 Day @ \$1,139.60
April 9 ½ Day @ \$1,139.60 = \$569.80

(This is the last day. The Engine was “under hire” from 0100 hour to 0700 hours = 7 hours. On the last day, if the Engine is “under hire” for less than 8 hours, contractor is compensated ½ day.

April 9 – 10 800 Miles @ \$2.00 per mile = \$1,600.00

TOTAL PAYMENT: \$11,177.20

NOTE: Examples 1 and 2 would also apply to water tenders.