

**NATIONAL WILDFIRE COORDINATING GROUP (NWCG) HANDBOOK 2
ROCKY MOUNTAIN/GREAT BASIN COORDINATING GROUPS**

NATIONAL WILDFIRE COORDINATING GROUP (NWCG) HANDBOOK 2

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 20 – ACQUISITION

Supplement No.: RM/GBCG-2011-3

Effective Date: June 8, 2011

Duration: Effective until superseded or removed

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

New Document(s):	NWCG HB2_20	148 Pages
Superseded Document(s) by Issuance Number and Effective Date	NWCG HB2_20 (RM/GBCG-2010-4, 3/12/2010)	93 Pages

Digest:

- No rate changes from 2010 for non-solicited equipment

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20.01-1 - Delegations of Procurement Authority

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

20.03 - Policy

The rates included herein are the standard set rates payable for the equipment listed. Do not negotiate prices from the set rate unless there is an exceptional case. An exceptional case shall be approved and documented by the authorized Contracting Officer within their warranted authority. If the equipment offered is not in acceptable condition, do not put it under agreement.

Exceptions to the use of the standard rates are:

1. When circumstances require the signup of equipment not listed or at rates higher or lower than those listed.
2. When equipment is leased from commercial leasing firms.
3. When equipment is rented from a source that has a fully developed cost accounting system or established union agreement. When applicable, it shall be used for all equipment from that source. The agreement file should be documented to show how the rates were determined.

Equipment must meet all minimum NWCG and Rocky Mountain/Great Basin Geographic Area standards.

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

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

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20.05 - Definitions

1. Double Operator/Crew Rate. Equipment is staffed with two operators or two crews (one per shift). The double shift rate will apply any calendar day the equipment was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift,
2. Dry. The government furnishes all operating supplies after the equipment arrives at the incident.
3. Emergency Equipment Rental Agreement (EERA). Used for incident only sign-up of equipment utilizing the OF-294 form.
4. Fully Operated Rate. Fully operated rates set forth in this supplement are based on estimated increases of Service Contract Act (SCA) wages. Contractors are required to meet the prevailing SCA wage determination for the period. Equipment can be hired “wet” or “dry”.
5. Incident Blanket Purchase Agreement (I-BPA). Preseason Agreements for incident support utilizing the SF-1449 form. This will replace the EERA for preseason sign-up of equipment.
6. Local Resource. Those resources that are located within the response area for which a dispatch center is responsible.
7. Operating Supplies. As noted on the agreement, operating supplies are provided either by the government or the contractor. When it is the government's responsibility to provide these supplies, but the contractor supplies them, reimbursement shall be made by the government. Use Block 27, Emergency Equipment Use Invoice (OF-286) to make this reimbursement. When the reverse is true and the government provides supplies that should be furnished by the contractor, a deduction for the value of the supplies shall be taken in Block 26 of the invoice. Documentation of reimbursements and deductions shall be attached to the OF-286.
8. Ordinary Wear and Tear. On an incident may include conditions which are harsher than non-incident use of the same equipment. Is determined by the incident Procurement Unit Leader, Contracting Officer, or Successor Contracting Officer who originally signed the I-BPA/EERA based on the circumstances surrounding any alleged damage.
9. Repair Rate. Pursuant to Clause 4 of the General Provisions of the Emergency Equipment Rental Agreement. The rate to be assessed for government-provided repairs shall be actual cost for parts and labor will be assessed at \$75/hour.

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10. Single Operator/Daily Rate. Equipment is staffed with one operator or crew. A normal shift is 12-16 hours long.
11. Standard Rate. The rates established within this supplement are the standard rates throughout the Rocky Mountain/Great Basin Geographic Areas.
12. Un-operated Rate. The un-operated rates are based on a government–provided operator.
13. Virtual Incident Procurement (VIPR). A web-based incident procurement tool used by the Forest Service to create I-BPAs.
14. Wet. The contractor furnishes all operating supplies.
15. 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.

22 – INCIDENT AGENCY SERVICE AND SUPPLY PLAN

1. Incident Blanket Purchase Agreements/Emergency Equipment Rental Agreements. The Rocky Mountain/Great Basin Incident Business Committee shall develop and issue a schedule of standard rates for informal emergency equipment and vehicles as necessary. Use standard rates for equipment that is not issued as a contract under negotiated procedures.

23 - SOURCES OF SUPPLY

Use of agency and cooperator equipment should be considered prior to ordering contract resources, allowing for best value. National contract resources shall be utilized when the minimum requirements are met.

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

24 - ACQUISITION METHODS

24.1 - Government Charge Cards and Convenience Checks

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

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1. Commercial Invoice. Upon receipt of a commercial invoice from the vendor, payment should be made using a Purchase Card or Convenience Check. Use Invoices should not be created when a commercial invoice is the billing method in order to mitigate a potential duplication of payment. The following are required for payment: resource order, shift ticket, vendor name/address, date and time hired and released and a government official's signature as "services received."

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

The following Equipment are examples of equipment that may be hired commercially and paid from a commercial invoice.

ATV	Boat	Chainsaw
Generator	Light Tower	Vehicle (un-operated)
Pumps	Utility Vehicles (Gator, Mule)	

For information regarding State Cooperator invoices please refer to the individual state's Chapter 50 Supplement.

24.2 - Land Use and Facility Rental Agreements

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

1. Fair market rental rates for the property in the area. Real estate firms may be able to assist in determining these fair market rates.
2. Costs to the property owner, such as moving stock, loss of rental fees from other sources, disruption and, cost of buying feed if applicable.
3. Alterations needed and who will make them.
4. Impacts on the property.
5. Costs of restoration, and who will do the restoration work.
6. Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs.

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7. A joint pre- and post- inspection shall be made of the premises. Such inspection shall note all improvements and their condition, including items such as fences, buildings, wells, crops and road conditions.

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

When weekly or monthly rates are used, identify the actual day the week or month begins and ends, such as 7/15-7/22/yy, or 30 days beginning 7/15/yy and ending 8/14/yy. See the Tool Kit section of the Interagency Incident Business Management Handbook for an example of the Facility and Land Use Agreement and check list.

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

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

Equipment from outside the Rocky Mountain/Great Basin Geographic Areas, ordered under an existing rental agreement, is paid in accordance with the terms and conditions and at the rates established by that agreement.

Rocky Mountain/Great Basin Geographic Areas should work toward having a single agreement with any one contractor for interagency use. Certain locales have both State and Federal offices using the same pool of private contractors. In such cases, keep duplicate Emergency Rental Agreements to a minimum. When private contractors are signed up under a preseason agreement by one agency, that agency shall forward the agreement to appropriate dispatch center.

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. I-BPA. Use the Generic I-BPA Template found at <http://www.fs.fed.us/business/incident/solicitations> to establish I-BPAs. Generic template can be found under 2009 Informal Templates.
 - c. EERA Special Provisions. Special Provisions should apply to the specific equipment.

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

- (i) EERA General Clauses (exhibit 01 or 02 depending on which form is used).
- (ii) Wage Determination (for equipment hired with operator).
- (iii) Credit Card required for fuel purchasing (as provided under Fuel Tender).
- (iv) FAR Clause for EERA (exhibit 03).
- (v) All payments will be made by the incident agency. The payment office will be designated in block 9 of the Emergency Equipment Use Invoice, form OF-286.
- (vi) 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.
- (vii) There is no guarantee of time under hire or the hours of operation. Hours of operation are determined by the Incident Commander and documented in the IAP or provided verbally. For pay purposes refer to General Clauses 6 and 7.
- (viii) Mechanical repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make repairs when necessary to keep the resource operating. The cost of such repairs will be \$75 per hour, plus parts and will be deducted from payment to the contractor.

When amending an EERA, (only to be performed by original contracting officer) insert the following under Special Provisions:

“This agreement supersedes agreement # *(insert the number)* dated *(insert the appropriate date)*”

d. 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.

e. Commercial Drivers License. A valid Commercial Drivers License (CDL) is required for any equipment contracted by an I-BPA/EERA that falls under the CDL regulations. Most common requirements are as follows:

- (i) 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.

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- (ii) A trailer with a GVWR of more than 10,000 pounds (if the gross combination weights rating is more than 26,000 pounds).
- (iii) A vehicle designed to transport more than 16 persons (including driver).
- (iv) Any size vehicle, which requires hazardous materials placards.

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

f. 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).

g. 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 and 17 of the I-BPA/EERA. The contractor has the responsibility to see that crewmembers are working safely and are rested.

h. Insurance Requirements. All commercial vehicles must meet the insurance requirements found in 49 CFR 387.7. It is the responsibility of the Contractor to ensure appropriate insurance coverage. Contractor should contact their local insurance provider to ensure they are covered for commercial services.

i. 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/>

24.3-3 Hiring Methods

COMPETITIVE AGREEMENTS: These items have been competitively solicited and should not be signed up pre-season outside of the national solicitation process unless the Dispatch Priority List (DPL) has been exhausted. If that is the case, you may then sign up resources as an Incident Only EERA utilizing the specifications and terms and conditions in the national solicitation templates posted at: <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also, utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#). Resources should be ordered in accordance with the National Mob Guide for these types of equipment.

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The preferred source of supply for incidents occurring on lands protected by the States is that which reduces mobilization time and/or is most advantageous in meeting business management objectives. Refer to Rocky Basin Chapter 50 Supplement for further detail.

INFORMAL AGREEMENTS: These are non-competitive; equipment to be signed up on a pre-season Incident Blanket Purchase Agreement (I-BPA), SF-1449.

COMMERCIAL RESOURCES: These items are commercial in nature and should not be set up on pre-season agreements. Sources for these types of items should be kept in a source list in the service and supply plan. Payments may be via Government Charge Card/Convenience Check or Commercial Invoice (see Section 24.2).

The enclosed Incident Blanket Purchase Agreement/Emergency Equipment Rental Rates are effective from the date of approval or until superseded, pending any modifications resulting from the previous fire season, directives, and/or any changes in the applicable Service Contract Act Wages or marketplace realities.

Perform a new equipment inspection prior to assignment on an incident and upon reassignment to another incident.

1. Aircraft Landing Fees (Commercial)

Aircraft landing fees and tie down fees are normally paid by the aircraft contractor and reimbursed by the government through the terms of the aircraft contract. If it has been determined that the Contractor is not being reimbursed through contract, appropriate procurement tool must be in place prior to payment.

2. Airports (Commercial)

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

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

3. Ambulance (Informal)

Most ambulances are obtained through cooperative agreements with county or rural VFDs, or under an I-BPA/EERA with private companies.

Ambulances are hired with contractor furnished fuel, supplies, and medical personnel. Ambulances shall be staffed with one Paramedic and one EMT (or higher qualified) along with

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the appropriate Advanced Life Saving Equipment. If staffed with two EMT qualified **ONLY** and no Paramedic, then a reduction in rate should occur. Ambulance must be certified to transport patients. Since the incident may need an ambulance at any time of the day or night the rates established for ambulances shall be based on a 24-hour period. Patient transports are included in the established daily rates. All supplies used will be replaced by the incident or the cost of those supplies will be added to final invoice. Contractor **must** furnish medical supply inventory upon arrival at incident for reimbursement purposes at the end of incident.

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

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

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

Daily Rate Single Shift	Daily Rate Double Shift	How to Hire
\$2250		Operator: Contractor (wet) Supplies: Contractor (wet)

4. ATV (Commercial)

Utilize Government owned sources before renting. Government shall provide fuel and oil. Three-wheel models are NOT acceptable. Hire at commercial rate on commercial agreement without operator. Allow for delivery charges. For UTV see Utility Vehicle definition (page 21).

5. ATV (Informal)

Utilize Government owned sources before renting. Government shall provide fuel and oil. Three-wheel models are NOT acceptable. If hired from a non-commercial entity, the daily rate as indicated below will apply:

Daily rate (Non-Commercial Entity)	Delivery/Pick-Up (Non-Commercial Entity)	How to Hire
\$90	.48/mile	Operator: Government (dry) Supplies: Government (dry)

6. Bus, Crew Carrying (Competitive)

These types of buses are on a national solicitation. See <http://www.fs.fed.us/fire/contracting/buses/buses.htm>. If there is an immediate need to utilize a

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vendor that has not been through the preseason process, contact Terry Eller, National COTR, (828) 479-6431 for requirements, specifications and rates.

7. Bus, Motor Coach (Commercial)

Hired strictly for transporting firefighters either to or from the Incident Command Post (ICP) and are not under the control of the ICP organization and may not be held at the ICP. **There is no preseason signup of motor coaches.** Motor coaches and other commercial over-the-road passenger carriers shall be commercially contracted and procured locally, and shall be paid by government charge card.

8. Bus, School (Commercial)

There is no preseason signup of school district buses. Use local school district buses and school furnished drivers only if a private source is not available within a reasonable distance. Government shall furnish all operating supplies. Sign up local school district buses hired for the incident. Include the following statement on the Emergency Equipment Rental Agreement, accompanied by the signature of the determining officer:

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

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

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

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

9. Chainsaw (Commercial)

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

10. Chainsaw/Small Engine Repair (Informal)

Size	Daily Rate Single Shift	How to Hire
Chainsaw/Small Engine Repair	\$1,000	Operator: Contractor (wet) Supplies: Contractor (wet)

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11. Chipper (Informal)

Utilize specifications and terms and conditions in the national chipper template posted at: <http://www.fs.fed.us/business/incident/solicitations> . Chipper template found under 2009 Informal Templates.

Size	Daily Rate Single Shift	How to Hire
Chipper (Wood) 20-40 HP	\$1,750	Operator: Contractor (wet)
Chipper (Wood) 41+ HP	\$1,950	Supplies: Contractor (wet)

12. Clerical Support Unit (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/vipreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

13. Dozer (Crawler Tractor with dozer blade) (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/vipreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

14. EMT With Kit (Informal)

Rates to be established as “Incident Only” at a later date and posted. Requests for Non-escorted EMTs must meet the requirements in the current Interagency Standards for Fire and Fire Aviation Operations (NFES 2724/Redbook), Chapter 7; Personnel must have a minimum physical fitness level of “light”. Must have adequate communications and radio training and completed the following training:

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

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

15. Engine (Competitive)

For incident only signups contact Sue Huston, R4 Contracting Officer, (801) 625-5811 or Kim Luft, R2 Contracting Officer, (303) 275-5405 for specifics, terms and conditions for hiring.

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

16. Excavator, Hydraulic (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

17. Faller Module (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

18. Fuel Tender (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

19. Generator (Commercial)

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

20. GIS Units (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

21. Gray Water Truck (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

22. Helibase Aircraft Rescue and Firefighting Apparatus (Commercial/Informal)

At a minimum the apparatus will meet the following requirements.

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Available from commercial sources and should reflect the standard commercial rates.

Minimum Requirements	
Tank, minimum capacity (gal)	500
Pump, minimum flow (gpm)	150
@ rated pressure (psi)	250
Hose 2 1/2" double jacket (ft)	300
1 1/2" double jacket (ft)	500
2 1/2" intake	1
Ladder	14'
Cab-Mounted Spot Light	2
Personnel	3

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

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

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

23. Helibase Operations Trailer, w/ operator (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/vipreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

24. Lighting System/Light Tower (Commercial)

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

25. Mechanic Service Truck (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20](#)

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Supplement: Equipment Specification Guide. Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the Ch. 20 Supplement: Incident Rates Only Guide.

26. Mobile Laundry (Informal)

Utilize national template posted at <http://www.fs.fed.us/business/incident/solicitations>. Found under the 2012 Solicitation Templates. Rate to be negotiated by Contracting Officer.

27. Modular Office (Commercial/Informal)

Utilize national template posted at <http://www.fs.fed.us/business/incident/solicitations>. Found under the 2009 Informal Templates.

Office trailers are also available through GSA Advantage. To find vendors in your area follow these steps:

- Go to: <http://www.gsaelibrary.gsa.gov/ElibMain/home.do>
- Select schedule number “56” from the Quick Schedule drop down box
Scroll down to FSC 54 – PRE-ENGINEERED/PREFABRICATED BUILDINGS AND STRUCTURES
- Select Category “361 50”

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

Size	Rate	How to Hire	
Office, Modular Unit		Monthly Rate	
Mobilization/Demobilization		Mileage Rate	
Setup/Takedown		Each	
Size	Weekly Rate	Monthly Rate	Mileage
8 x 20	\$295	\$880	\$2.00
8 x 26	\$346	\$1037	\$2.00
8 x 32	\$403	\$1210	\$2.00
10 x 32	\$544	\$1631	\$2.00

28. Pack String (Commercial)

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

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29. Portable Toilet/Handwash Stations (Competitive/Commercial)

These items have been competitively solicited and should not be signed up pre-season outside of the national solicitation process unless the Dispatch Priority List (DPL) has been exhausted. If that is the case, you may then sign up equipment as an Incident Only EERA using the established commercial rates or commercially using a commercial invoice.

30. Handwashing Station, Trailer Mounted (Competitive)

For incident only signups utilizing specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

31. Potable Water Truck (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

32. Pump (Commercial/Informal) Available from a number of commercial sources. Rates should be the standard commercial rates.

33. Refrigerated Trailer Unit (Competitive/Commercial)

These items have been competitively solicited and should not be signed up pre-season outside of the national solicitation process unless the Dispatch Priority List (DPL) has been exhausted. If that is the case, you may then sign up equipment as an Incident Only EERA using the established commercial rates or commercially using a commercial invoice.

34. Refuse Collection (Commercial) Available from a number of commercial sources. Rates should be the standard commercial rates.

35. Road Grader (/Informal) Required to be equipped with rollover protection, safety canopy, approved spark arrester on all naturally aspirated engines, axe or Pulaski and shovel, fire extinguisher - minimum 10:BC rating, headlights and backup lights, and backup alarm.

Type	Engine Net HP at Flywheel	Daily Rate Single Shift	Daily Rate Double Shift	How to Hire
4	75 HP – 114 HP	\$1238	\$2112	Operator: Contractor (wet) Supplies: Contractor (wet)
3	115 HP – 144 HP	\$1414	\$2424	
2	145 HP – 199 HP	\$1626	\$2784	
1	200 HP – 250 HP	\$2684	\$4608	

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TYPE 1 (200-250 HP)	
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

TYPE 2 (145-199 HP)	
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, GD655-3, GD675-3
New Holland	RG170, RG170B
Volvo	G720, G720B, G726 VHP, G726B, G730, G73B, G736 VHP

TYPE 3 (115-144 HP)	
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

TYPE 4 (75-114 HP)	
Champion	C50A, C60A, C66A, C70A, C76A, C80A, C86A
Fiat Allis	65C
Galion	850B, 850C
Ingram	MG747

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Lee-Boy	685
New Holland	RG80, RG100
Volvo	G60, G66, G80, G86

36. Skidder (Informal)

Required to be equipped with rollover protection, tire chains, safety canopy, approved spark arrester on all naturally aspirated engines, axe or Pulaski and shovel, fire extinguisher - minimum 10:BC rating, and backup alarm.

Type	ENGINE NET HP AT FLYWHEEL	Daily Rate Single Shift	Daily Rate Double Shift	How to Hire
1	200+ HP	\$2475	\$4405	Operator: Contractor (wet) Supplies: Contractor (wet)
2	140 – 199 HP	\$2048	\$3676	
3	101 – 139 HP	\$1615	\$2931	

TYPE 1	
FMC	220CA, 220GA
Clark Ranger	668 Turbo, 880, F68
Caterpillar	535B
Franklin	Q90, 190
Timbco	260

TYPE 2	
John Deere	740, 740A, 520, 550, 550B, 640G
Timberjack	460, 460D, 520, 550, 550B, 660, 660D
Clark Ranger	667, 668B, 668C, 668, H66DS, H67, H67-II
Caterpillar	528, 515, 525, 525B, 545
Garrett	25A, 30, 30A
Franklin	Q70, Q80, 170, 185
Tree Farmer	C7F

TYPE 3	
John Deere	548D, 640, 640D, 648D, 360, 380D, 404, 450, 540G
Timberjack	240C, 240D, 240E, 350A, 360, 360D, 380D, 404, 450
FMC	180
Clark Ranger	665, 666, F65, H66
Caterpillar	518
Garrett	21A Turbo, 22

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Case	800 Series
International Harvester	S10
Tree Farmer	C6F

37. Tent Canopy (Competitive)

These items have been competitively solicited and should not be signed up pre-season outside of the national solicitation process unless the Dispatch Priority List (DPL) has been exhausted. If that is the case, you may then sign up equipment as an Incident Only EERA using commercial rates or commercially using a commercial invoice.

38. Transport (Tractor/Trailer) (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

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

Only four-wheel drive models are acceptable. Hire at commercial rate on commercial agreement without operator. Allow for delivery charges.

40. Utility Vehicle (e.g. Gator, Mule) (Informal)

Only four-wheel drive models are acceptable. If hired from a non-commercial entity, the daily rate as indicated below will apply.

Daily rate (Non-Commercial Entity)	Delivery/Pick-Up (Non-Commercial Entity)	How to Hire
\$105	\$0.48 / mile	Operator: Government (dry) Supplies: Government (dry)

41. Vehicle Rental Un-operated (Commercial)

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

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

The preferred method of hiring vehicles is under GSA Rental Supplemental Vehicle Program (RSVP) national contract. Procurement official may contact vendors below to determine if they can meet the order requirements (date, time and vehicle type). Copy of the vendor contract, email address, etc., are available on GSA's RSVP web site: <http://www.gsa/rsvp>. An Emergency

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Equipment Shift Ticket (OF-297) should be completed with beginning and ending date and mileage to support the credit card payment to the vendor.

Contractor	Contract#	Phone#
ACE RENT-A-CAR, INC.	GS-33F-0004T	(317)241-3039
ACME AUTO LEASING LLC	GS-33F-0032U	(203)234-6850
AVIS RENT A CAR SYSTEM INC	GS-33F-0022S	(301)441-3481
BUDGET TRUCK RENTAL LLC	GS-33F-0024T	(830)370-7436
DOLLAR THRIFTY AUTOMOTIVE GROUP,	GS-33F-0017S	(918)669-4152
ENTERPRISE RENT-A-CAR GOVERNMENT	GS-33F-0015S	(866)677-4019
PENSKE TRUCK LEASING CO., L.P.	GS-33F-0028T	(610)775-6000
PREMIER LEASING, INC.	GS-33F-0016V	(337)479-1333
RYDER TRUCK RENTAL, INC.	GS-33F-0023T	(407)234-1367
VALLERIE SERVICES COMPANY LLC	GS-33F-0053W	(410) 355 7765

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

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

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

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

42. Vehicle with Driver (Informal)

Utilize the national templates posted at: <http://www.fs.fed.us/business/incident/solicitations>. Found under 2011 Solicitation Templates.

When renting from individuals, it is required that vehicle registrations are reviewed by the procurement officer to determine ownership.

Do not sign up government employees' personal vehicles on I-BPAs/EERAs. Use of personal vehicles by government employees may be reimbursed at the amount applicable in

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the Federal Travel Regulations mileage rate. No daily rate will be paid. This includes ADs assigned to an Incident Management Team.

UTILITY VEHICLES 4X4

Light Utility: Ford Explorer, Chevy Trailblazer, Toyota 4-Runner, Ford Escape
 Full Size Utility: (1/2 and/or 3/4 Ton) Ford Bronco, Chevy Tahoe, Chevy Suburban, Ford Expedition, etc...

Type	Mileage Rate	Daily Rate	How To Hire
Light Utility (up to 6299 GVW)	\$0.48	\$338	Operator: Contractor (wet) Supplies: Contractor (wet)
½ Ton (6300-6900 GVW)	\$0.48	\$367	
¾ Ton (6901-9700 GVW)	\$0.48	\$371	

PICKUPS, 4X2

Compact: Toyota Tacoma, Chevy S-10, Ford Ranger, etc...
 Full Size (1/2 T): Chevy & GMC 1500/C10/K10, Ford 150, Dodge 1500
 Full Size (3/4 T): Chevy & GMC 2500/C20/K20, Ford 250, Dodge 2500
 Full Size (1T): Chevy & GMC 3500/C30/K30, Ford 350, Dodge 3500

Type	Mileage Rate	Daily Rate	How To Hire
Compact (up to 6299 GVW)	\$0.48	\$331	Operator: Contractor (wet) Supplies: Contractor (wet)
½ Ton (6300-6900 GVW)	\$0.48	\$359	
¾ Ton (6901-9700 GVW)	\$0.48	\$364	
1 Ton (over 9701 GVW)	\$0.48	\$372	

PICKUPS, 4X4

Compact: Toyota Tacoma, Chevy S-10, Ford Ranger, etc...
 Full Size (1/2 T): Chevy & GMC 1500/C10/K10, Ford 150, Dodge 1500
 Full Size (3/4 T): Chevy & GMC 2500/C20/K20, Ford 250, Dodge 2500
 Full Size (1T): Chevy & GMC 3500/C30/K30, Ford 350, Dodge 3500

Type	Mileage Rate	Daily Rate	How To Hire
Compact (up to 6299 GVW)	\$0.48	\$338	Operator: Contractor (wet) Supplies: Contractor (wet)
½ Ton (6300-6900 GVW)	\$0.48	\$367	
¾ Ton (6901-9700 GVW)	\$0.48	\$371	
1 Ton (over 9701 GVW)	\$0.48	\$383	

4X2 and 4X4 STAKESIDE/STOCK TRUCKS

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Full Size (3/4 T): Chevy & GMC 2500/C20/K20, Ford 250, Dodge 2500

Full Size (1T): Chevy & GMC 3500/C30/K30, Ford 350, Dodge 3500

Type	Mileage Rate	Daily Rate	How To Hire
¾ Ton (7001-9700 GVW) 9' platform & up	\$0.48	\$371	Operator: Contractor (wet) Supplies: Contractor (wet)
1 Ton (9701-12000 GVW) 12' platform & up	\$0.48	\$383	
1.5 Ton (12001-14500 GVW) 12' platform & up	\$0.54	\$534	
2 Ton (14501- 22000 GVW) 12' platform & up	\$0.60	\$539	
3 Ton (22001-25000 GVW) 12' platform & up	\$0.75	\$553	

Trucks larger than 22,000 GVW will be rated under the transport category.

43. Water Tender Support (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

44. Water Tender Tactical (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

45. Weed Washing Unit (Competitive)

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the [Ch. 20 Supplement: Equipment Specification Guide](#). Also utilize the 90% rates posted at <http://www.fs.fed.us/business/incident/viprreports.php> or the [Ch. 20 Supplement: Incident Rates Only Guide](#).

25 – UNIQUE ITEMS

25.2 – Government Telephone Systems

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Refer to Host Agency Operating Guidelines on specific guidance on use of cell phones. All cell phones and satellite phones should be procured through the incident agency. Use of a personal or home unit cell phones and satellite phones **will not** be reimbursed, unless approved by the Host/Incident Agency.

26 - I-BPA/EERA ADMINISTRATION

26.3 - Documentation

The contractor performance is an important factor in government procurement. The contractor's performance will be based on the Standard Contractor Performance Report (Exhibit E of I-BPA), which will be completed at the incident. Unsatisfactory performance may be grounds for a contractor to be released from an incident or termination of the agreement. If released from an incident for poor performance, the contractor will not be compensated for travel back to Point of Hire. The government reserves the right to re-test equipment and evaluate personnel qualifications at any time during the agreement period.

1. Agency Responsibilities. A performance evaluation form **shall** be completed upon release from an incident. The incident agency is ultimately responsible for the distribution of these evaluations to the Contracting Officer signing the agreement. Agency personnel responsible for completing this form are expected to be direct line supervisor or others who have knowledge of the work provided by the contractor. Prior to transitioning of agency personnel, a performance evaluation shall be completed.

Notification of unsatisfactory performance will be reported immediately to the Contracting Officer, so corrective action may be taken. A copy of the completed form **shall** be provided to the contractor.

2. Finance Section Responsibilities. The Finance Section is responsible for collecting and distribution of contractor performance evaluations to the Contracting Officer signing the agreement.

3. Contractor Responsibilities. The contractor is responsible for providing the Contracting Officer whose signature appears on the front of their agreement and the contractor's dispatch center with copies of the evaluations received from this agreement. Agreements may not be renewed for contractors that do not meet this requirement. A negative response is required from contractors that have no use in the year.

26.6 - Contract Claims

Ordinary wear and tear will be determined by the incident Procurement Unit Leader, Contracting Officer, or Successor Contracting Officer who originally signed the I-BPA/EERA based on the circumstances surrounding any alleged damage. It is the contractor's responsibility to fully document any circumstances alleged to have damaged their equipment including obtaining

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witness statements or opinions of incident supervisor or other incident personnel who might have knowledge of the circumstances. Ordinary wear and tear on an incident may include conditions which are harsher than non-incident use of the same equipment.

Ordinary wear and tear may or may not include:

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

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

27 – PAYMENTS

Prior to implementing any incident payments, coordination with the incident agency policies is required.

28 – EXHIBITS

Exhibit 01 – General Clauses to EERA (2006) Test Form.....	39
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28 - Exhibit 01

**GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL
AGREEMENT FORM OF-294 (2006 TEST FORM)**

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

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28 - Exhibit 01 – Continued

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 13*) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power. **ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.**
2. **Special Rates** (*column 14*) shall apply when specified.
3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
4. **Daily Rate** (*column 13*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.
 - (a) **Shift Basis (Portion of calendar day)**
 - 1) **Single Shift** - (SS) is staffed with one operator or one crew
 - 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.

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- 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.
 - b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

- a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became non-operational.
- b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.
- c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.
- d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory “Work/Rest” and “Length of Commitment” provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

CLAUSE 8. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost 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 lodging expenses to and from incidents.

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CLAUSE 9. Loss, Damage, or Destruction:

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

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

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

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CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov

CLAUSE 14. Claim Settlement Authority: For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

CLAUSE 15. Changes: Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 ½ inches in length or a multipurpose tool such as a leatherman.

CLAUSE 17. Work Rest and Length of Assignment: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov

CLAUSE 18. Harassment Free Workplace: Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov

CLAUSE 19. Definitions - The following definitions for Block 10 of the EERA are added: Information about business size is collected for tracking purposes only.

a. SMALL BUSINESS is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.

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b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
2010 UPDATE FOR
EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), FORM OF-294**

Replace any earlier versions of FAR clauses with the following:

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): <http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

52.212-04 Contract Terms and Conditions—Commercial Items (Mar 2009)
52.208-4 Vehicle Lease Payments (Apr 1984)
52.208-5 Condition Of Lease Vehicles (Apr 1984)
52.208-6 Markings Of Leased Vehicles (Apr 1984)
52.236-7 Permits and Responsibilities (Jan 1997)

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**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—
Commercial Items. (Feb 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- XX 1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- ___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- XX (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- XX (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- XX (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- XX (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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- __ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of [52.219-23](#).
- __ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (16) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- XX (18) 52.219-28, Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).
- XX (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- XX (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- XX (23) 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).
- XX (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- XX (25) 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).
- XX (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of [52.223-9 \(42 U.S.C. 6962\(i\)\(2\)\(C\)\)](#). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- __ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- __ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- __ (30) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (31)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- __ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- __ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- __ (32) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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- XX (33) 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).
- ___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (38) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (39) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- XX (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

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(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [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](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vii) [Reserved]

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (Jan 2009).

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(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.204-7 Central Contractor Registration. (APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

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(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly

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executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

(INSTRUCTIONS TO CONTRACTING OFFICER—UPON COMPLETION OF THESE PROVISIONS BY THE CONTRACTOR, RETAIN IN THE CONTRACT FILE)

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

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“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

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(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

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(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

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(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:*

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

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(2) Foreign End Products [*List as necessary*]:

Line Item No.	Country of Origin
_____	_____
_____	_____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products [*List as necessary*]:

Line Item No.	Country of Origin
_____	_____
_____	_____

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products [*List as necessary*]:

Line Item No.	Country of Origin
_____	_____
_____	_____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

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(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products [*List as necessary*]:

Line Item No.	Country of Origin
_____	_____

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products [*List as necessary*]:

Line Item No.	Country of Origin
_____	_____

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products [*List as necessary*]:

Line Item No.	Country of Origin
_____	_____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

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(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

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- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

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**GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT
FORM OF-294 (1990)**

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies - As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

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CLAUSE 4. Repairs - Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

CLAUSE 5. Timekeeping - Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 11*) (hourly or mileage) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

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

2. **Special Rates** (*column 12*) shall apply when specified.

3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

4. **Daily Rate** (*column 11*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

(a) **Shift Basis (Portion of calendar day)**

1) **Single Shift** - (SS) is staffed with one operator or one crew

2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift).

The DS rate will apply any calendar day the DS was under hire, including travel.

There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.

3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

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b. **Method of Payment.** Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

a. Daily Rate or Guarantee - No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

CLAUSE 8. When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost 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 lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction -

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

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

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions - Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment – The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. COMMERCIAL MOTOR VEHICLES: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:
www.fmcsa.dot.gov

CLAUSE 14. CLAIM SETTLEMENT AUTHORITY–For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

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CLAUSE 15. CHANGES TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS

Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. FIREARM – WEAPON PROHIBITION - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 ½ inches in length or a multipurpose tool such as a leatherman.

CLAUSE 17. WORK REST and LENGTH OF ASSIGNMENT: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: <http://www.nwcg.gov/>.

CLAUSE 18. HARRASSMENT FREE WORKPLACE - Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at <http://www.gpoaccess.gov/>.

CLAUSE 19. Definitions - The following definitions for Block 8 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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e. SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

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**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
2007 UPDATE FOR EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA)
FORM OF-294**

Replace any earlier versions of FAR clauses with the following:

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):

<https://www.acquisition.gov/far/>

<http://farsite.hill.af.mil/>

52.212-4 Contract Terms and Conditions—Commercial Items. (Sept 2005)

52.208-4 Vehicle Lease Payments (Apr 1984)

52.208-5 Condition Of Lease Vehicles (Apr 1984)

52.208-6 Markings of Leased Vehicles (Apr 1984)

52.236-7 Permits and Responsibilities (Nov 1991)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—
Commercial Items. (Nov 2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Reserved]

XX (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

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- XX** (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- XX** (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- XX** (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX** (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- XX** (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX** (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- XX** (18) 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).
- XX** (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- XX** (20) 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)
- XX** (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

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__ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

__ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(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).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.204-7 Central Contractor Registration. Central Contractor Registration (July 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

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“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.247-21 Contractor Liability for Personal Injury and/or Property Damage. (Apr 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

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(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

52.212-3 - Offeror Representations and Certifications -- Commercial Items. (Nov 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service.

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

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(5) Common parent.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

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(B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f)

and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

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(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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52.213-4-Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (Sept 2006)

(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 (Apr 2002) (E.O. 11246).
 - (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (vi) 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 2003).
 - (v) 52.233-1, Disputes (July 2002).
 - (vi) 52.244-6, Subcontracts for Commercial Items (Sept 2006).
 - (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 (Jan 2006) (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.)

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- (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, As Amended (JULY 2005) (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) 52.225-1, Buy American Act—Supplies (June 2003) (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).
- (ix) 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.)
- (x) 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.)
- (xi) 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) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
 - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

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(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):

<http://www.fmcsa.dot.gov> or <http://farsite.hill.af.mil/>

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.

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INCIDENT EQUIPMENT REPAIR ORDER

1. Contractor's Name		2. Date:	
3. Incident Name:	4. Incident Number:	5. "E" Number	
6. Equipment Description (include year, make, model, serial number):			
7. Description of Work Performed:			
8. Labor: Inclusive hours (rounded to the nearest ½ hour) work was performed: Total Labor hours: $\frac{\quad \times \quad}{\text{Hourly Rate}} = \frac{\quad}{\text{Total Labor}}$		9. Odometer Reading:	
10. Parts and Accessories (use second page for additional Parts and Accessories if necessary):			
Parts Used	Quantity	Unit Price	Total
_____.	_____.	\$_____.	\$_____.
_____.	_____.	\$_____.	\$_____.
_____.	_____.	\$_____.	\$_____.
_____.	_____.	\$_____.	\$_____.
_____.	_____.	\$_____.	\$_____.
TOTAL PARTS:			\$_____.
TOTAL LABOR (from block 8):			\$_____.
TOTAL OF EQUIPMENT REPAIR ORDER:			\$_____.
11. Signatures (must be legible):			
Contractor's Signature: Printed name & Title: Date:		Mechanic's Signature: Printed Name and Title: Date:	
Original=Finance / Copy=Contractor / Copy in Contractor's OF-304 / Posted to OF-286 Y N			

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Rocky Mountain/Great Basin Contracting Officers for Equipment Solicitations

Equipment	Agency	Area Solicited For:	CO	CO Location	Contact Info
Support/ Tactical Water Tender	FS	Great Basin	Sue Huston	FS-R4	801-625-5811 shuston@fs.fed.us
Heavy Equipment/ Transport	BLM	Great Basin	Janice Haener	BLM -Idaho	208-373-3911 Janice_Haener@blm.gov
Engine	FS	Great Basin	Sue Huston	FS-R4	801-625-5811 shuston@fs.fed.us
Fallers	FS	Rocky Mtn/Great Basin	Sue Huston	FS-R4	801-625-5811 shuston@fs.fed.us
Tent/Canopy	FS	Rocky Mtn/Great Basin	Kim Luft	FS-R2	303-275-5405 kluft@fs.fed.us
Refrigerated Truck/Trailer	FS	Nation-wide	Leif Shjeflo	FS-R6	541-419-2675 lshjeflo@fs.fed.us
Mechanic w/Service Truck	FS	Rocky Mtn/Great Basin	Kim Luft	FS-R2	303-275-5405 kluft@fs.fed.us
Clerical Support Unit	FS	Rocky Mtn/Great Basin	Sue Huston	FS-R4	801-625-5811 shuston@fs.fed.us
GIS Units	FS	Nation-Wide	Shane LaValley	FS - Northwest	406-329-3680 slavalley@fs.fed.us
Potable/Gray Water & Trailer Mounted Hand Wash Station	FS	Rocky Mtn/Great Basin	Judy Martin	FS-R4	208-557-5841 jbmartin@fs.fed.us
Portable Toilets/Portable Hand Wash Stations	FS	Rocky Mtn/Great Basin	Kim Luft	FS-R2	303-275-5405 kluft@fs.fed.us
Communications Trailer	FS	Nation-Wide	Deb Strickland	FS-R10	907-586-7902 dstrickland@fs.fed.us
Crew Carrier Buses	FS	Nation-Wide	Melinda Draper	FS-WO	208-387-5610 mgdraper@fs.fed.us
Fuel Tenders	FS	Rocky Mtn/Great Basin	Kim Luft	FS-R2	303-275-5405 kluft@fs.fed.us
Helicopter Support Trailer	FS	Rocky Mtn/Great Basin	Sue Huston	FS-R4	801-625-5811 shuston@fs.fed.us
Weed Washing Unit	FS	Rocky Mtn/Great Basin	Sue Huston	FS-R4	801-625-5811 shuston@fs.fed.us
Skidgens/ Pumper Cats	FS	Rocky Mtn/Great Basin	Kim Luft	FS-R2	303-275-5405 kluft@fs.fed.us

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28 - Exhibit 06

REFERENCE LIBRARY

<http://www.fs.fed.us/fire/contracting>

Description: NIFC website for national fire contracts (airtankers, helicopters, crews, mobile food services, mobile showers, etc)

<https://www.fbo.gov/>

Description: Federal Government procurement opportunities

<http://www.aptac-us.org/new>

Description: Procurement Technical Assistance Centers

<http://www.acquisition.gov/far/>

Description: Federal Acquisition Regulations

<http://orca.bpn.gov>

Description: Online Representations and Certifications Application

<http://www.bpn.gov/ccr/default.aspx>

Description: Central Contractor Registration (CCR)

<http://www.acquisition.gov>

Description: Federal acquisition regulations, systems, resources, opportunities, training

http://gacc.nifc.gov/rmcc/administrative/fire_business.html

Description: Rocky Mountain geographic area site

<http://gacc.nifc.gov/egbc/business.php>

Description: Eastern Great Basin geographic area site

<http://gacc.nifc.gov/wgbc/administrative/finance/finance.htm>

Description: Western Great Basin Coordination Center geographic area site

<http://www.fs.fed.us/business/incident/solicitations>

Description: USDA – Forest Service site for national solicitation templates

<http://www.fs.fed.us/business/incident/dispatch.php>

Description: DPL Lists

<http://www.fmcsa.dot.gov/>

Description: DOT Requirements

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

Description: Rental Supplemental Vehicle Program (RSVP)

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28 - Exhibit 07

EQUIPMENT SPECIFICATION GUIDE

CLERICAL SUPPORT UNIT

Provide 24-hour office services capable of producing 400 copies of 40 pages, twice per day in three hours or less and basic word processing capability. Units shall be self contained, with adequate supplies for at least 7 days, contain 36" format plotter capability, and be climate controlled. For all other services the delivery date and time will be negotiated on a case-by-case basis between the vendor and the appropriate Incident Management Team personnel.

EQUIPMENT REQUIREMENTS

Equipment (Clerical Support unit and transportation vehicle(s)) shall meet all standards established by this specification or incorporated by reference and shall be maintained in good repair by the Contractor.

Minimum Equipment Requirements:

1. AC power source (generator) that is adequate to provide sufficient power for all onboard systems (with a decibel rating no greater than 68 at 50 feet)
2. All necessary fuel and power. (The Contractor is authorized to purchase fuel from the fuel vendor if provided at the incident, fuel vendors will be required to accept credit cards.)
3. Uninterruptable Power Supply (UPS) and line conditioner system
4. Unit must meet Occupational Safety and Health Administration (OSHA) work environment requirements
5. Wheel Chocks: Two (2) sets minimum, one set for each side of trailer (or unit)
6. Trailer stabilizer
7. Awning: The awning is optional but if one is provided it shall be a workable standard trailer awning, minimum 14' length
8. Windows: Windows are optional but if they are provided a minimum of two (2), 30" W x 26" H for natural lighting and air flow, (one in each work area)
9. Internal Lighting: Sufficient to provide adequate light for night time operations. In addition, all lighting for individual workstations can either be wall mounted or ceiling mounted as long as it produces a light level of 50 average maintained foot-candles at the working surface. This shall be maintained throughout the working space
10. Outside Lighting: Sufficient to provide light all entrance ways (two way directional security light)
11. Steps: If needed, to provide safe entry/exit from the trailer or unit

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12. All printers and plotters shall be networked with all network cables and power strips supplied
13. Daily backup capability or redundancy needed of all data and products
14. DVD/CD RW writer on each workstation
15. Photocopiers (3):
 - a. Capable of producing 400 copies of 40 pages twice per day in 3 hours
 - b. Capable of producing booklet Incident Action Plan (IAP) (5½" Wide X 8½" Tall)
 - c. Capable of duplex printing
 - d. Capable of printing 200 copies of 30 pages of 11" x 17" map packets in 3 hours
 - e. Collating and stapling capability
 - f. Metered to document copy count
16. Printer, Capable of color printing and up to 11" x 17"
17. Plotter:
 - a. 36" format
 - b. Non-GIS ready (HP Design Jet 1050 or better)
18. FAX Machine, Stationary:
 - a. Laser type, heavy duty, capable of 100 page memory
 - b. Capable of sending group fax to multiple numbers (12 or more)
19. Telephone capabilities (communication lines will be provided by the government and are for government work only):
 - a. Pre-wired for telephone use
 - b. Minimum (4) line capable
 - c. A single hook-up box shall be on the exterior of the Unit
20. Workstation with Computers (2):
 - a. 60 GB available for use
 - b. Compact Disc Read-Write drive
 - c. External Hard Drive
 - d. DVD- Read-Write Drive
 - e. Minimum of one available Universal Serial Bus (USB) Port, with an available 4-port USB Hub
 - f. Microsoft Office Professional software
 - g. Operating System: Windows XP S3 or better
 - h. Current Anti-Virus software installed
21. Scanner, Color Flat Bed: Ability to scan documents with automatic document feed capability
22. Staplers, Heavy/Light Duty
23. Hole Punch, Heavy Duty, 3-hole

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24. Paper Cutter, 18"
25. Paper Shredder: ability to shred up to 12 sheets per pass into 7/32 strips up to 130 sheets per minute
26. Comb binding capability
27. Laminator 8 ½" x 11" or bigger
28. Adequate supplies for one week deployment. Vendor shall have adequate source to resupply materials.
29. White paper, no minimum but vendor is required to have enough to meet the needs specified in 15a. above (400 copies of 40 pages, twice per day in three hours or less).
30. Color paper, (8 ½" x 11" and 11" x 17"), four (4) colors, one (1) ream each
31. All paper shall be a minimum of 30% recycled content.

Optional Item: Internet Capability to establish a minimum level of service for satellite internet access and is for government use only:

1. Minimum bandwidth: 1.5Meg/s Download speed, 512kbps Upload speed
2. Dynamic IP addressing with port address translating or static ip addressing must allow at least 40 internal concurrent host accesses
3. The ability to support for 3DES IPsec tunneling is required to support end to end solutions where remote access is needed
4. Minimum Hardware: WI-FI Access Points: 802.11 A/B/G compatible with WEP key encryption options
5. Browser administrated
6. Power over Ethernet capable
7. POE 8 port data switch

Incident Related Data: All data used on the incident, and products produced, will be under the direction of the Planning Section Chief. No product or data shall be removed from the incident. Some data is sensitive in nature and shall be removed from all systems prior to demobilization.

Mobilization and Demobilization: Mobilization and demobilization rate should include all mobilization and demobilization expenses.

All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

Biobased Products: This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry

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performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the Federal Biobased Products Preferred Procurement Program (FB4P). Information is available at: <http://www.biopREFERRED.gov/>

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

Training/Experience: Personnel shall be skilled in the use of Microsoft Office, and capable of performing basic word processing functions. The government reserves the right to verify training at any time for all operators.

PAYMENT

Payment will be made for the daily rate and price per copy.

1. Daily Rate - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
2. Work Rate:
 - a. Copy - Payment will be made for actual quantity of pages copied as ordered by the government.
 - b. Lineal Feet (LF) - Payment will be made for actual quantity of lineal feet plotted as ordered by the government.
 - c. Each - Payment will be made for the actual quantity of pages laminated or faxed, or books bound as ordered by the government.
 - d. Square Feet (SF) - Payment will be made for actual quantity of square feet of custom sized lamination (other than 8½" x 11" or 11" x 17") as ordered by the government.

DOZER/TRACTOR PLOWS

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

EQUIPMENT REQUIREMENTS

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

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Equipment Typing :

Dozer

- Type 3 - Min. 50 HP - 99 HP
- Type 2 - Min. 100 HP - 199 HP
- Type 1 - Min. 200 HP - 320 HP

Tractor Plows

- Type 3 - Min. 50 HP - 99 HP
- Type 2 - Min. 100 HP - 199 HP

Equipment Requirements:

1. An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.
2. A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
3. Shovel
4. US Forest Service-qualified spark arrester on all naturally aspirated engines
5. All factory guards shall be in place and in functional condition (i.e., engine compartment) (applicable for heavy equipment).
6. Radiator protection (applicable for heavy equipment)
7. Seat belts
8. Flashlight
9. Water, 1 gal drinking
10. 5-person first aid kit
11. Personal Protective Equipment: Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

Contractor shall be responsible for ensuring that all personnel arrive with the following:

Personal Protective Equipment (PPE):

- (1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not recommended).

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- (2) **HARD HAT:** Hardhat meeting NFPA Standard 1977 is required.
 - (3) **GLOVES:** One pair of heavy-duty leather per person.
 - (4) **EYE PROTECTION:** One pair (meets standards ANSI Z87, latest edition).
 - (5) **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 dB. Earphones (headset) required with radio shall have built-in hearing protection.
 - (6) **HEAD LAMP:** With batteries and attachment for hardhat.
- NOTE:** It is recommended that fireline personnel wear a short-sleeved t-shirt, underwear, and socks under fire clothing and boots. T-shirts and underwear should be 100% cotton or a 100% flame resistant blend of fibers. Socks should be cotton, wool, or a blend of flame resistant fibers.

Training/Experience:

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

Additional Requirements for Dozers:

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

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- and branches. Deflectors shall be located so as not to impede visibility and access to the cab.
3. Lighting (2 rear, 2 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade.
 4. Underbody protection (belly pan, rock guards unless not recommended by manufacturer)
 5. Cable blades ARE NOT ACCEPTABLE. See D.23, Exhibit A for definition.
 6. Winch Minimum Standards. (If equipped)
 - a. 50-100 HP - Minimum 30,000 lb. with a minimum of 50 feet of 5/8" cable
 - b. 101-139 HP - Minimum 50,000 lb. with a minimum of 50 feet of 3/4" cable
 - c. 140-179 HP - Minimum 60,000 lb. with a minimum of 50 feet of 7/8" cable
 - d. 180-320 HP - Minimum 80,000 lb. with a minimum of 50 feet of 1" cable

Additional Requirements for Tractor/Plows:

1. Rollover Protective Structure (ROPS) meeting ISO 3471, ISO 8082, or SAE J 1040 is required on all machines. A manufacturer's nameplate certifying the operator enclosure or alternative documentation that the cab meets these provisions is required. Modification of factory ROPS/FOPS (Cutting/Welding) and any aftermarket ROPS/FOPS requires certification to ISO 3471, ISO 8082, or SAEJ 1040.
2. Operator Protection. Shall meet all applicable Federal and State (the State where equipment is registered) logging safety standards (per OSHA, 29 CFR 1910.266) and must have operator protection, such as a Forestry cab package with wire mesh or safety glazing that provides equivalent protection. Stand-alone safety glass does not provide equivalent protection to wire mesh, however it may be used as part of the window glazing system.
3. Polycarbonate windows are not "glass" and may be acceptable as a stand-alone window guard. Any machine cab meeting ISO 8084 or SAE 1084 fulfills this requirement. The protective canopy shall be constructed to protect the operator from injury due to falling trees, limbs, saplings or branches which might enter the compartment side areas and from snapping winch lines or other objects. The rear portion of the cab shall be fully enclosed with open mesh material with openings of such size as to reject the entrance of an object larger than 2 inches in diameter. The covering shall be affixed to the structural members so that ample clearance will be provided between the screen and the back of the operator and shall provide maximum rearward visibility. Open mesh shall be extended forward as far as possible from the rear corners of the cab sides to provide the maximum protection against obstacles, branches, etc., entering the cab area. Deflectors, which may be part of the cab, shall be installed in front of the operator area to deflect whipping saplings and branches. Deflectors shall be located so as not to impede visibility and access to the cab.
4. Lighting (2 rear, 4 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the blade.

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5. Underbody protection (belly pan, rock guards unless not recommended by manufacturer)
6. Drip Torch Carrier
7. Hydraulic Angle Blade
8. Plow - Minimum Standards
 - a. Plow Construction shall be compatible with Established Industry Design Principles
 - b. Plow Points and Discs shall be of sufficient size and quality to accomplish the construction of fireline under normal soil conditions
 - i. Standard Pull Behind Plow
 1. Fesco/Mathis, brand name or equivalent
 2. Minimum Plow Width wing tip to wing tip of 60"
 3. Swivel Type Drawbar Coupling
 4. Minimum Plow Depth of 12"
 5. Quick Coupling System for Hydraulic lines
 6. Hydraulic cylinder to raise and lower plow
 7. Minimum of 20 Ply Tires
 8. Plow Disc Thickness is 3/8" min. on 20" disc
 9. 3/8" inch Thick Coulter Blade
 - ii. Swing Axle Pull Behind Plow
 1. Fesco/Mathis, brand name or equivalent
 2. Minimum Plow Width wing tip to wing tip of 60"
 3. Swivel Type Drawbar Coupling
 4. Minimum Plow Depth of 20"
 5. Quick Coupling System for Hydraulic lines
 6. Hydraulic cylinder to raise and lower plow
 7. Minimum of 20 Ply Tires
 8. Plow Disc Thickness is 3/8" min. on 20" disc
 9. 3/8" inch Thick Coulter Blade
 - iii. Rear Tractor Mounted Plow
 1. Fesco/Mathis, brand name or equivalent
 2. Minimum Plow Width wing tip to wing tip of 60"
 3. 3/8" inch Thick Coulter Blade
 4. 1 1/4" Spring Rods
 5. Hydraulic Cylinder for Depth Control
9. Programmable Radio. A VHF-FM radio with a headset, boom microphone (mic), and push-to-talk (PTT) capability. A handheld radio shall be available. A mobile radio is acceptable as long as a handheld radio is also available. **Note: A programmable radio is only required for the Tractor Plow.**
 - a. VHF-FM Mobile Radio
 - i. VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed. The radio shall provide selection of either wideband (25.0

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- kHz) or narrowband (12.5 kHz) channel spacing on each channel and operate from 148 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.
- ii. Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.
 - iii. The use of appropriate VHF-FM handheld radios with suitable output power booster units is permissible. See the below VHF-FM Handheld Radio section for handheld radio requirements.

Note: It is highly recommended that a programming "cheat sheet" accompany the dozer.

b. VHF-FM Handheld Radio

- i. A VHF-FM two-way handheld radio operating from 148 MHz to 174 MHz shall be carried by the operator. The radio shall provide selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 10 watts nominal output power. Modified radios or Family Service Radios (FRS) are not acceptable.
- ii. Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.
- iii. When the above VHF-FM Mobile Radio requirement is met with the use of a VHF-FM Handheld Radio with output power booster, that handheld VHF-FM radio may be used to comply with this section as long as the handheld radio complies with all specified VHF-FM Handheld Radio requirements. The VHF-FM handheld radio must be removable and still operate as a handheld radio.
- iv. Handheld Radio Batteries. At least two fully charged batteries per radio are required at the beginning of each shift. These contractor-provided batteries must operate the handheld radio throughout the shift. It is highly recommended that all handheld radios utilize an AA alkaline battery clamshell. A source of 115 AC power may not be locally available for rechargeable batteries.

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Note: It is highly recommended that a programming "cheat sheet" accompany the handheld radio. Additionally, the handheld radio should have a carrying case or chest pack carrier.

- c. Radio Headset
 - i. Any radio used by an operator while the equipment is in operation shall utilize a headset with a boom mic (Field Support Services (www.helifire.com) KS-H3340 or equivalent) with PTT switch which connects to the dozer's VHF-FM radio. The headset shall not impede the safe placement and security of the dozer operator's PPE (i.e. hardhat).
 - ii. The headset shall receive audio from the equipment's radio. The headset shall provide sufficient volume from the equipment's radio to be easily discernible while the equipment is in normal operation.
 - iii. The headset's boom mic shall provide the equipment's radio with transmitter microphone input. Transmitted microphone audio output shall be clear and easily understandable.
 - iv. The headset shall utilize a radio PTT switch that activates the equipment's radio (such as the Field Support Services (www.helifire.com) SPH-EPH-36 for B/K type radios or equivalent). The PTT switch should clip to the operators clothing.
 - v. Radio Batteries: At a minimum, two batteries per radio are required. Clamshell 1.5V AA would have to be provided by the contractor to recharge other types of batteries. Due to the explosive nature of their chemistry Lithium Ion batteries are not acceptable.
 - vi. The Contractor shall comply with all National Telecommunications and Information Administration (NTIA) rules and regulations when using Federal Agency frequencies and with all Federal Communications Commission (FCC) rules and regulations when using State Agency frequencies. The Contractor shall not use the fire fighting/incident frequencies for other than fire suppression activities. All Incident, Federal and State frequencies shall be removed prior to demobilization from the incident.

Typing Matrix Table

Manufacturer Name	Equipment			Model	Horse Power	Weight	Equipment Class
Case	Dozer	Track		450C	63	11,549	T-3
Case	Dozer	Track		550	67	13,200	T-3
Case	Dozer	Track		550 LGP	67	13,400	T-3
Case	Dozer	Track		550E	67	13,438	T-3
Case	Dozer	Track		550G	67	14,138	T-3
Case	Dozer	Track		550H LGP LT	67	14,317	T-3
Case	Dozer	Track		550H WT	67	14,600	T-3

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Manufacturer Name	Equipment			Model	Horse Power	Weight	Equipment Class
Case	Dozer	Track		550E LGP	67	14,734	T-3
Case	Dozer	Track		550G LGP	67	14,934	T-3
Case	Dozer	Track		550H LGP	67	14,960	T-3
Caterpillar	Dozer	Track		D3C Series II	70	15,159	T-3
Caterpillar	Dozer	Track		D3C III XL HYSTAT	70	16,103	T-3
Caterpillar	Dozer	Track		D3C III HYSTAT	70	16,680	T-3
Caterpillar	Dozer	Track		D3C LGP Series II	70	16,745	T-3
Caterpillar	Dozer	Track		D3C III LGP HYSTAT	70	17,004	T-3
Caterpillar	Dozer	Track		D3CS LGP Series II	70	21,663	T-3
Deere	Dozer	Track		450H	70	15,000	T-3
Deere	Dozer	Track		450G	70	15,266	T-3
Deere	Dozer	Track		450 HLT	70	15,500	T-3
Dresser (International)	Dozer	Track		TD7G	70	13,987	T-3
Dresser (International)	Dozer	Track		TD7H	70	15,900	T-3
Caterpillar	Dozer	Track		D3C Series III	71	15,518	T-3
Caterpillar	Dozer	Track		D3C Series III XL	71	15,941	T-3
Caterpillar	Dozer	Track		D3C Series III LGP	71	16,842	T-3
Deere	Dozer	Track		450H LGP	74	16,500	T-3
Case	Dozer	Track		650H LT	75	16,091	T-3
Case	Dozer	Track		650H WT	75	16,800	T-3
Komatsu	Dozer	Track		D31PX-21	75	17,130	T-3
Case	Dozer	Track		650E	80	15,480	T-3
Case	Dozer	Track		650	80	15,700	T-3
Case	Dozer	Track		650G	80	15,909	T-3
Caterpillar	Dozer	Track		D4C III HYSTAT	80	16,150	T-3
Caterpillar	Dozer	Track		D4C Series II	80	16,383	T-3
Caterpillar	Dozer	Track		D4C III XL HYSTAT	80	16,573	T-3
Caterpillar	Dozer	Track		D4C III LGP HYSTAT	80	17,163	T-3
Caterpillar	Dozer	Track		D4C LGP Series II	80	17,279	T-3
Deere	Dozer	Track		550G	80	16,641	T-3
Deere	Dozer	Track		550H LT	80	16,800	T-3
Dresser (International)	Dozer	Track		TD8H	80	16,764	T-3
Dresser (International)	Dozer	Track		TD8G	80	17,147	T-3
Caterpillar	Dozer	Track		D4C Series III	81	16,019	T-3
Caterpillar	Dozer	Track		D4C Series III XL	81	16,442	T-3
Caterpillar	Dozer	Track		D4C Series III LGP	81	17,032	T-3
Case	Dozer	Track		850D	82	17,158	T-3
Case	Dozer	Track		850D LGP	82	19,177	T-3
Deere	Dozer	Track		550H LGP	84	17,500	T-3

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Manufacturer Name	Equipment			Model	Horse Power	Weight	Equipment Class
Komatsu	Dozer	Track		D37PX-21	85	17,130	T-3
Case	Dozer	Track		850E	89	16,800	T-3
Case	Dozer	Track		850G	89	17,100	T-3
Case	Dozer	Track		850E LGP	89	17,325	T-3
Case	Dozer	Track		850G LGP	89	18,450	T-3
Caterpillar	Dozer	Track		D5C III HYSTAT	90	18,711	T-3
Caterpillar	Dozer	Track		D5C	90	19,128	T-3
Caterpillar	Dozer	Track		D5C III XL HYSTAT	90	19,447	T-3
Caterpillar	Dozer	Track		D5C III LGP HYSTAT	90	19,780	T-3
Caterpillar	Dozer	Track		D5C LGP	90	19,800	T-3
Caterpillar	Dozer	Track		D4H LGP Series II	90	24,085	T-3
Caterpillar	Dozer	Track	Cable	D4H Series II	90	26,910	T-3
Caterpillar	Dozer	Track	Grapple	D4H Series II	90	31,400	T-3
Deere	Dozer	Track		650H LT	90	18,500	T-3
Deere	Dozer	Track		650G	90	18,760	T-3
Deere	Dozer	Track		650H LGP	90	19,100	T-3
Dresser (International)	Dozer	Track		TD9H	90	18,970	T-3
Case	Dozer	Track		850H LT	91	17,915	T-3
Case	Dozer	Track		850H WT	91	18,700	T-3
Case	Dozer	Track		850H LGP	91	19,209	T-3
Caterpillar	Dozer	Track		D5C Series III	91	18,150	T-3
Caterpillar	Dozer	Track		D5C Series III XL	91	18,600	T-3
Caterpillar	Dozer	Track		D5C Series III LGP	91	19,256	T-3
Caterpillar	Dozer	Track		D4H Series II	95	22,408	T-3
Komatsu	Dozer	Track		D39PX-21	95	19,620	T-3
Caterpillar	Dozer	Track		D3C SA	101	15,019	T-2
Caterpillar	Dozer	Track		D4H XL Series III	105	23,513	T-2
Caterpillar	Dozer	Track		D4H LGP Series III	105	26,739	T-2
Caterpillar	Dozer	Track	Cable	D4H Series III	105	27,010	T-2
Caterpillar	Dozer	Track	Grapple	D4H Series III	105	31,400	T-2
Caterpillar	Dozer	Track		D5M XL	110	27,006	T-2
Caterpillar	Dozer	Track		D5M LGP	110	28,800	T-2
Dresser (International)	Dozer	Track		TD12	110	24,350	T-2
Komatsu	Dozer	Track		D41P-6C	110	25,480	T-2
Case	Dozer	Track		1150E	113	24,165	T-2
Case	Dozer	Track		1150E LGP	113	26,154	T-2
Case	Dozer	Track		1150G	119	25,300	T-2
Case	Dozer	Track		1150H LT	119	25,300	T-2
Case	Dozer	Track		1150H WT	119	26,400	T-2

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Manufacturer Name	Equipment			Model	Horse Power	Weight	Equipment Class
Case	Dozer	Track		1150H LGP	119	27,060	T-2
Case	Dozer	Track		1150G LGP	119	27,060	T-2
Caterpillar	Dozer	Track		D5H Series II	120	27,831	T-2
Caterpillar	Dozer	Track	Cable	D5H Series II	120	33,880	T-2
Caterpillar	Dozer	Track	Grapple	D5H Series II	120	38,050	T-2
Deere	Dozer	Track		750B	120	29,055	T-2
Dresser (International)	Dozer	Track		TD12C	125	28,497	T-2
Dresser (International)	Dozer	Track		TD12 LGP	125	28,586	T-2
Dresser (International)	Dozer	Track		TD12C LGP	125	32,605	T-2
Caterpillar	Dozer	Track		D5H XL Series II	130	30,830	T-2
Caterpillar	Dozer	Track		D5H LGP Series II	130	32,890	T-2
Caterpillar	Dozer	Track		D6D	140	33,011	T-2
Caterpillar	Dozer	Track		D6M XL	140	33,258	T-2
Caterpillar	Dozer	Track		D6M LGP	140	36,455	T-2
Deere	Dozer	Track		750B LGP	140	31,300	T-2
Deere	Dozer	Track		750C	140	31,712	T-2
Deere	Dozer	Track		750C Series II LT	140	31,712	T-2
Deere	Dozer	Track		750C LGP	140	33,324	T-2
Deere	Dozer	Track		750C Series II WT	140	33,324	T-2
Deere	Dozer	Track		750B LT	140	34,834	T-2
Deere	Dozer	Track		750C Series II LGP	140	36,576	T-2
Dresser (International)	Dozer	Track		TD15C	140	32,975	T-2
Dresser (International)	Dozer	Track		TD15C LGP	140	37,980	T-2
Dresser (International)	Dozer	Track		TD12C XP	142	32,866	T-2
Case	Dozer	Track		1550	150	27,937	T-2
Case	Dozer	Track		1550 LGP	150	30,500	T-2
Caterpillar	Dozer	Track	Cable	527CA	150	40,727	T-2
Caterpillar	Dozer	Track	Grapple	527GR	150	47,250	T-2
Caterpillar	Dozer	Track		D6E	155	33,868	T-2
Komatsu	Dozer	Track		D61PX-15	155	39,990	T-2
Timberjack	Dozer	Track	Grapple	480 BT	161	52,500	T-2
Caterpillar	Dozer	Track		D6D SA	165	29,407	T-2
Caterpillar	Dozer	Track		D6H Series II	165	39,676	T-2
Caterpillar	Dozer	Track		D6R	165	39,700	T-2
Caterpillar	Dozer	Track		D6H DS Series II	165	39,938	T-2
Caterpillar	Dozer	Track		D6R DS	165	40,100	T-2
Caterpillar	Dozer	Track		D6H LGP Series II	165	45,163	T-2
Caterpillar	Dozer	Track		D6H DS LGP Series II	165	45,415	T-2
Deere	Dozer	Track		850B	165	36,730	T-2

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Manufacturer Name	Equipment			Model	Horse Power	Weight	Equipment Class
Deere	Dozer	Track		850B LT	165	38,601	T-2
Deere	Dozer	Track		850B LGP	165	43,549	T-2
Dresser (International)	Dozer	Track		TD15E	175	37,650	T-2
Dresser (International)	Dozer	Track		TD15E LGP	175	40,560	T-2
Caterpillar	Dozer	Track		D6R LGP	185	45,200	T-2
Caterpillar	Dozer	Track		D6R DS LGP	185	45,600	T-2
Deere	Dozer	Track		850C	185	40,155	T-2
Deere	Dozer	Track		850C Series II WT	185	41,070	T-2
Deere	Dozer	Track		850C Series II LT	185	41,154	T-2
Deere	Dozer	Track		850C LGP	185	42,691	T-2
Deere	Dozer	Track		850C Series II LGP	185	42,698	T-2
Caterpillar	Dozer	Track		D7G	200	44,600	T-1
Komatsu	Dozer	Track		D65XP-15	205	46,610	T-1
Caterpillar	Dozer	Track		D7H Series II	215	54,511	T-1
Caterpillar	Dozer	Track		D7H LGP Series II	215	59,176	T-1
Caterpillar	Dozer	Track		D7H DS LGP Series II	215	59,838	T-1
Dresser (International)	Dozer	Track		TD20G	225	48,700	T-1
Dresser (International)	Dozer	Track		TD20H	225	50,204	T-1
Dresser (International)	Dozer	Track		TD20H LGP	225	52,470	T-1
Dresser (International)	Dozer	Track		TD20G LGP	225	52,700	T-1
Caterpillar	Dozer	Track		D7R	230	54,200	T-1
Caterpillar	Dozer	Track		D7R DS	230	55,100	T-1
Caterpillar	Dozer	Track		D7H DS Series II	230	55,171	T-1
Caterpillar	Dozer	Track		D7R LGP	240	58,800	T-1
Caterpillar	Dozer	Track		D7R DS LGP	240	59,700	T-1
Komatsu	Dozer	Track		D85EX-15	240	61,950	T-1
Caterpillar	Dozer	Track		D8N	285	71,764	T-1
Caterpillar	Dozer	Track		D8R	305	73,875	T-1
Dresser (International)	Dozer	Track		TD25G	325	74,900	T-1
Caterpillar	Dozer	Track		D8L	335	80,999	T-1
Caterpillar	Dozer	Track		D9N	370	93,698	T-1

PAYMENT

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator

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- is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.
- c. **DAILY RATE** - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
 - d. **MINIMUM DAILY GUARANTEE** - For each calendar day that the transport is required to remain at the incident, prior to offloading the dozer/excavator/tractor plow, the minimum daily guarantee will be paid. For any time under hire for at least 8 hours, the government will pay no less than the minimum daily guarantee, or the mileage rate, whichever is greater. If a resource is under hire for less than 8 hours during a calendar day, the amount earned for that day will not be less than one-half the minimum daily guarantee. **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.**

EXCAVATOR

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

EQUIPMENT REQUIREMENTS

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

Equipment Typing

- Type 4 - 60 - 80 HP rating
- Type 3 - 81 - 110 HP rating
- Type 2 - 111 - 155 HP rating
- Type 1 - 156 + HP rating

Equipment Requirements

1. An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.
2. A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
3. Shovel
4. US Forest Service-qualified spark arrester on all naturally aspirated engines

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5. All factory guards shall be in place and in functional condition (i.e. engine compartment) (applicable for heavy equipment)
6. Radiator protection (applicable for heavy equipment)
7. Seat belts
8. Flashlight
9. Water, 1 gal drinking
10. 5-person first aid kit
11. Personal Protective Equipment. Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

Contractor shall be responsible for ensuring that all personnel arrive with the following:

Personal Protective Equipment (PPE)

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

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

Training/Experience

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

Additional Requirements for Excavators

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

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3. Lighting (2 forward). Lights shall be mounted to the equipment in such a way to provide protection from damage and provide illumination beyond the bucket/thumb.
4. Hydraulic thumb or clamshell. See D.23, Exhibit A for definition.
5. Steel Tracks.

Typing Matrix Table

Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Komatsu	Excavator	Track	PC80-3	64	17,810	T-4
Komatsu	Excavator	Track	PC90-1	64	18,470	T-4
Deere	Excavator	Track	290D	65	20,064	T-4
Komatsu	Excavator	Track	PC75R-2	69	16,470	T-4
Caterpillar	Excavator	Track	205 LC	71	28,340	T-4
Hitachi	Excavator	Track	EX100	72	23,600	T-4
Hitachi	Excavator	Track	EX100-2	72	23,600	T-4
Hitachi	Excavator	Track	EX100-3	72	24,500	T-4
Komatsu	Excavator	Track	PC95-1	72	19,687	T-4
Liebherr	Excavator	Track	R900B	73	28,995	T-4
Deere	Excavator	Track	490D	75	26,546	T-4
Kobelco	Excavator	Track	SK100 MARK III	75	23,800	T-4
Kobelco	Excavator	Track	K904 MARK II	75	24,600	T-4
Hitachi	Excavator	Track	EX110-5	76	24,700	T-4
Caterpillar	Excavator	Track	311B	79	25,005	T-4
Caterpillar	Excavator	Track	311	79	25,100	T-4
Caterpillar	Excavator	Track	E110B	79	25,400	T-4
Daewoo	Excavator	Track	DH130	79	28,440	T-4
Deere	Excavator	Track	110	80	26,724	T-4
Fiat Allis	Excavator	Track	FH120	81	28,440	T-3
Komatsu	Excavator	Track	PC100-6	81	23,700	T-3
Liebherr	Excavator	Track	R902 LC	81	35,060	T-3
Komatsu	Excavator	Track	PC120-3	82	25,570	T-3
Komatsu	Excavator	Track	PC95R-2	82.5	20,635	T-3
Caterpillar	Excavator	Track	312	84	27,200	T-3
Caterpillar	Excavator	Track	312B	84	27,910	T-3
Caterpillar	Excavator	Track	312BL	84	28,170	T-3
Caterpillar	Excavator	Track	E120B	84	28,300	T-3
Dresser (International)	Excavator	Track	6120	84	26,520	T-3
Dresser (International)	Excavator	Track	625E LC	84	31,700	T-3
Kobelco	Excavator	Track	SK120LC MARK III	84	26,500	T-3
Kobelco	Excavator	Track	115SRDZ	84	31,750	T-3
Komatsu	Excavator	Track	PC120-5	84	26,520	T-3

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Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Komatsu	Excavator	Track	PC120-6	84	26,530	T-3
Komatsu	Excavator	Track	PC128UU-1	84	28,800	T-3
Deere	Excavator	Track	490E	85	26,780	T-3
Kobelco	Excavator	Track	SK100 MARK IV	85	24,100	T-3
Kobelco	Excavator	Track	K905LC MARK II	85	27,300	T-3
Kobelco	Excavator	Track	SK120LC MARK IV	85	27,300	T-3
Link Belt	Excavator	Track	2650 QUANTUM	85	29,641	T-3
Kobelco	Excavator	Track	SK115DZ MARK IV	86	28,400	T-3
Komatsu	Excavator	Track	PC120-6	86	28,375	T-3
Komatsu	Excavator	Track	PC128US-1	86	28,000	T-3
Komatsu	Excavator	Track	PC128US-2	86	29,134	T-3
Komatsu	Excavator	Track	PC128UU-2	86	29,530	T-3
Komatsu	Excavator	Track	PC128UU-2	86	30,360	T-3
Komatsu	Excavator	Track	PC138USLC-2	86	32,537	T-3
Case	Excavator	Track	9010	87	26,662	T-3
Koehring	Excavator	Track	6612	87	27,340	T-3
Link Belt	Excavator	Track	LS-2650C II	87	26,676	T-3
Komatsu	Excavator	track	PC130-7	88	28,600	T-3
Deere	Excavator	Track	120	90	26,790	T-3
Caterpillar	Excavator	Track	312C	90	28,480	T-3
Daewoo	Excavator	Track	DH130-2	91	29,320	T-3
Hitachi	Excavator	Track	EX150	91	32,800	T-3
Volvo	Excavator	Track	EC140C	92	32,370	T-3
Volvo	Excavator	Track	EC145C	92	34,880	T-3
Fiat Allis	Excavator	Track	FX130 LC	93	29,260	T-3
Volvo	Excavator	Track	EC140BLC	93	29,983	T-3
Kobelco	Excavator	Track	SK130LC MARK IV	93	27,840	T-3
Caterpillar	Excavator	Track	211 LC	94	33,510	T-3
Kobelco	Excavator	Track	135SRLC	94	30,870	T-3
Deere	Excavator	Track	590D	95	33,180	T-3
Deere	Excavator	Track	595D	95	36,882	T-3
Liebherr	Excavator	Track	R912 HD	95	45,747	T-3
Caterpillar	Excavator	Track	315	99	33,730	T-3
Caterpillar	Excavator	Track	315L	99	35,100	T-3
Caterpillar	Excavator	Track	315B	99	35,280	T-3
Caterpillar	Excavator	Track	315BL	99	35,670	T-3
Dresser (International)	Excavator	Track	6150 LC	99	35,240	T-3
Hitachi	Excavator	Track	EX160 LC-5	99	33,960	T-3
Komatsu	Excavator	Track	PC150-3	99	32,165	T-3

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Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Komatsu	Excavator	Track	PC150LC-5	99	32,903	T-3
Komatsu	Excavator	Track	PC150LC-3	99	33,465	T-3
Komatsu	Excavator	Track	PC150-5	99	33,910	T-3
Samsung	Excavator	Track	SE130LC-3	99	29,560	T-3
Samsung	Excavator	Track	SE130LC-2	99	30,040	T-3
Samsung	Excavator	Track	SE130LCM-2	99	31,840	T-3
Samsung	Excavator	Track	SE130LCM-3	99	31,890	T-3
Samsung	Excavator	Track	SE130LCM	99	32,630	T-3
Komatsu	Excavator	Track	PC158USLC-2	99	36,380	T-3
Volvo	Excavator	Track	EC140C L	99	29,542	T-3
Fiat Allis	Excavator	Track	FX140	100	33,069	T-3
Kobelco	Excavator	Track	SK150LC MARK III	100	34,500	T-3
Link Belt	Excavator	Track	LS-2700C II	100	33,950	T-3
Link Belt	Excavator	Track	2700 QUANTUM	100	34,802	T-3
Samsung	Excavator	Track	SE130LC	100	28,660	T-3
Hyundai	Excavator	Track	130 LC-3	101	30,400	T-3
Daewoo	Excavator	Track	DH170	102	37,700	T-3
Hyundai	Excavator	Track	160 LC-3	102	36,600	T-3
Case	Excavator	Track	9030	103	43,422	T-3
Kobelco	Excavator	Track	SK150LC MARK IV	103	36,207	T-3
Kobelco	Excavator	Track	ED180	103	41,800	T-3
Samsung	Excavator	Track	SE200LC	103	45,414	T-3
Volvo	Excavator	Track	EC130	103	28,660	T-3
Deere	Excavator	Track	160LC	105	34,950	T-3
Komatsu	Excavator	Track	PC150-6	105	39,503	T-3
Case	Excavator	Track	9010B	106	28,000	T-3
Case	Excavator	Track	9020B	106	35,274	T-3
Daewoo	Excavator	Track	SOLAR 130-III	108	29,320	T-3
Volvo	Excavator	Track	EC160BLC	109	37,920	T-3
Caterpillar	Excavator	Track	213B LC	110	39,930	T-3
Hyundai	Excavator	Track	120W	110	25,350	T-3
Hyundai	Excavator	Track	130W-2	110	26,320	T-3
Hyundai	Excavator	Track	130 LC	110	29,100	T-3
Komatsu	Excavator	Track	PC160LC-7	110	37,130	T-3
Komatsu	Excavator	Track	PC160LC-7	111	37,532	T-2
Daewoo	Excavator	Track	SOLAR 170-III	113	36,530	T-2
Caterpillar	Excavator	Track	318BL N	115	40,260	T-2
Caterpillar	Excavator	Track	318BL	115	40,540	T-2
Caterpillar	Excavator	Track	215C LC	115	44,104	T-2

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Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Hyundai	Excavator	Track	170W-3	116	36,300	T-2
Hyundai	Excavator	Track	180 LC-3	116	39,240	T-2
Volvo	Excavator	Track	EC160CL	116	38,360	T-2
Daewoo	Excavator	Track	DH200LC	117	43,650	T-2
Dresser (International)	Excavator	Track	635E LC	117	42,906	T-2
Caterpillar	Excavator	Track	E200B	118	41,400	T-2
Caterpillar	Excavator	Track	EL200B	118	44,300	T-2
Daewoo	Excavator	Track	DH180LC	118	43,650	T-2
Komatsu	Excavator	Track	PC200LC-3	118	42,245	T-2
Komatsu	Excavator	Track	PF55L	118	46,740	T-2
Fiat Allis	Excavator	Track	FH200	119	43,740	T-2
Fiat Allis	Excavator	Track	FH200 LC	119	43,870	T-2
Hitachi	Excavator	Track	EX200 LC	119	43,506	T-2
Liebherr	Excavator	Track	R912 LC	122	43,900	T-2
Dresser (International)	Excavator	Track	6200 LC	123	44,310	T-2
Kobelco	Excavator	Track	K907LC MARK II	123	43,390	T-2
Komatsu	Excavator	Track	PC200LC-5	123	43,500	T-2
Caterpillar	Excavator	Track	215D LC	125	43,523	T-2
Deere	Excavator	Track	690D	125	40,990	T-2
Link Belt	Excavator	Track	LS-2800C II	125	43,430	T-2
Hyundai	Excavator	Track	200 LCM-2	126	45,060	T-2
Koehring	Excavator	Track	6620	126	42,555	T-2
Komatsu	Excavator	Track	PC200-5	127	42,860	T-2
Caterpillar	Excavator	Track	320N	128	42,660	T-2
Caterpillar	Excavator	Track	320B	128	42,770	T-2
Caterpillar	Excavator	Track	320	128	43,577	T-2
Caterpillar	Excavator	Track	320BN	128	44,190	T-2
Caterpillar	Excavator	Track	320BL	128	45,680	T-2
Caterpillar	Excavator	Track	320L	128	46,277	T-2
Hyundai	Excavator	Track	200 LC	128	44,360	T-2
Komatsu	Excavator	Track	PC2006B	128	44,980	T-2
Komatsu	Excavator	Track	PC228USLC-2	128	50,485	T-2
Komatsu	Excavator	Track	PC228USLC-1	128	50,490	T-2
Link Belt	Excavator	Track	2800 QUANTUM	128	44,911	T-2
Link Belt	Excavator	Track	2800 QUANTUM LF	128	49,011	T-2
Case	Excavator	Track	9020	130	34,011	T-2
Deere	Excavator	Track	690E LC	130	44,213	T-2
Hyundai	Excavator	Track	210 LC-3	130	46,960	T-2
Liebherr	Excavator	Track	R912 HDSL	130	46,735	T-2

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Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Samsung	Excavator	Track	SE210LC	130	44,100	T-2
Case	Excavator	Track	9030B N	131	44,000	T-2
Case	Excavator	Track	9030B	131	44,450	T-2
Hitachi	Excavator	Track	EX200 LC-2	132	43,400	T-2
Hitachi	Excavator	Track	EX200 LC-3	132	43,400	T-2
Hitachi	Excavator	Track	EX200 LC-5	132	45,000	T-2
Daewoo	Excavator	Track	DH220LC	133	46,300	T-2
Kobelco	Excavator	Track	SK200LC MARK III	133	44,500	T-2
Komatsu	Excavator	Track	PC210LC-6	133	21,180	T-2
Komatsu	Excavator	Track	PC600-6	133	44,430	T-2
Komatsu	Excavator	Track	PC200LC-6	133	46,970	T-2
Komatsu	Excavator	Track	PC200Z-6	133	N/A	T-2
Case	Excavator	Track	125B	134	53,619	T-2
Daewoo	Excavator	Track	SOLAR 220LC-III	135	44,300	T-2
Fiat Allis	Excavator	Track	FX200 LC	135	43,142	T-2
Liebherr	Excavator	Track	R922 LC	136	45,835	T-2
Samsung	Excavator	Track	SE210LC-2	136	49,550	T-2
Fiat Allis	Excavator	Track	FX210 LC	137	43,780	T-2
Caterpillar	Excavator	Track	219D	140	47,793	T-2
Caterpillar	Excavator	Track	219D LC	140	48,963	T-2
Deere	Excavator	Track	200LC	140	44,750	T-2
Hyundai	Excavator	Track	200W-2	141	41,440	T-2
Kobelco	Excavator	Track	SK200LC MARK IV	141	45,900	T-2
Kobelco	Excavator	Track	235SRLC	142	56,889	T-2
Komatsu	Excavator	Track	PC200LC-7	143	46,870	T-2
Kobelco	Excavator	Track	SK210LC	143	47,000	T-2
Liebherr	Excavator	Track	R922 HDSL	143	52,560	T-2
Samsung	Excavator	Track	SE210LC-3	143	46,720	T-2
Hyundai	Excavator	Track	200W	144	41,435	T-2
Koehring	Excavator	Track	4470 TELESCOPE	145	40,300	T-2
Volvo	Excavator	Track	EC200	145	43,652	T-2
Volvo	Excavator	Track	EC210C	147	51,200	T-2
Volvo	Excavator	Track	ECR235C	147	57,760	T-2
Caterpillar	Excavator	Track	E240	148	50,705	T-2
Caterpillar	Excavator	Track	E240B	148	50,705	T-2
Caterpillar	Excavator	Track	E240C	148	50,705	T-2
Caterpillar	Excavator	Track	EL240B	148	52,028	T-2
Caterpillar	Excavator	Track	EL240C	148	52,028	T-2
Caterpillar	Excavator	Track	EL240	148	52,030	T-2

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Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Komatsu	Excavator	Track	PC220LC-3	148	51,120	T-2
Fiat Allis	Excavator	Track	FH220 LC	151	54,540	T-2
Fiat Allis	Excavator	Track	FH220	151	54,585	T-2
Koehring	Excavator	Track	6625	151	55,250	T-2
Liebherr	Excavator	Track	R932 HD	152	53,261	T-2
Caterpillar	Excavator	Track	322BL	153	52,600	T-2
Dresser (International)	Excavator	Track	6220 LC	153	51,630	T-2
Kobelco	Excavator	Track	K909LC MARK II	153	52,210	T-2
Link Belt	Excavator	Track	LS-3400C II	153	52,910	T-2
Link Belt	Excavator	Track	3400 QUANTUM	153	53,332	T-2
Link Belt	Excavator	Track	LS-3400LF C II	153	58,212	T-2
Link Belt	Excavator	Track	3400 QUANTUM LF	153	59,461	T-2
Deere	Excavator	Track	790D	155	50,014	T-2
Hitachi	Excavator	Track	EX220 LC-3	156	52,500	T-1
Hitachi	Excavator	Track	EX230 LC-5	156	52,500	T-1
Komatsu	Excavator	Track	PC220LC-5	157	50,990	T-1
Komatsu	Excavator	Track	PC220LC-6	158	53,364	T-1
Komatsu	Excavator	Track	PC250LC-6	158	60,795	T-1
Dresser (International)	Excavator	Track	645	159	48,400	T-1
Insley	Excavator	Track	H600D	159	38,340	T-1
Deere	Excavator	Track	790E LC	155	51,725	T-1
Hitachi	Excavator	Track	EX270	161	57,300	T-1
Hitachi	Excavator	Track	EX270 LC	161	60,600	T-1
Hyundai	Excavator	Track	250 LC-3	161	54,200	T-1
Liebherr	Excavator	Track	R932 HDSL	161	58,010	T-1
Kobelco	Excavator	Track	SK220LC MARK III	163	53,800	T-1
Caterpillar	Excavator	Track	225D	165	56,860	T-1
Caterpillar	Excavator	Track	225D LC	165	58,680	T-1
Deere	Excavator	Track	792D LC	165	60,250	T-1
Fiat Allis	Excavator	Track	FX240 LC	165	54,674	T-1
Case	Excavator	Track	9040	166	52,905	T-1
Caterpillar	Excavator	Track	325	168	56,270	T-1
Caterpillar	Excavator	Track	325L	168	59,560	T-1
Caterpillar	Excavator	Track	325BL	168	60,600	T-1
Hitachi	Excavator	Track	EX270 LC-5	168	60,860	T-1
Insley	Excavator	Track	H800D	168	43,910	T-1
Komatsu	Excavator	Track	PC280LC-3	168	59,180	T-1
Samsung	Excavator	Track	SE240LC-3	168	53,160	T-1
Fiat Allis	Excavator	Track	FX250 LC	169	54,044	T-1

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Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Deere	Excavator	Track	230LC	170	54,410	T-1
Volvo	Excavator	Track	EC240C	170	57,750	T-1
Komatsu	Excavator	Track	PC270LC-6	174	64,374	T-1
Kobelco	Excavator	Track	SK220LC MARK IV	175	55,800	T-1
Kobelco	Excavator	Track	SK270LC MARK IV	175	61,997	T-1
Kobelco	Excavator	Track	SK250LC	176	54,700	T-1
Daewoo	Excavator	Track	DH280	177	62,200	T-1
Case	Excavator	Track	9040B	178	53,140	T-1
Case	Excavator	Track	9045B	178	62,300	T-1
Link Belt	Excavator	Track	3900 QUANTUM	178	62,536	T-1
Samsung	Excavator	Track	SE280LC-2	178	66,020	T-1
Caterpillar	Excavator	Track	229	180	69,466	T-1
Deere	Excavator	Track	270LC	180	60,660	T-1
Samsung	Excavator	Track	SE280LC	180	59,970	T-1
Daewoo	Excavator	Track	SOLAR 280LC-III	182	63,720	T-1
Koehring	Excavator	Track	6627	182	61,850	T-1
Hyundai	Excavator	Track	290 LC-3	183	64,200	T-1
Fiat Allis	Excavator	Track	FX270 LC	184	59,304	T-1
Kobelco	Excavator	Track	SK290LC	185	66,100	T-1
Caterpillar	Excavator	Track	E300	187	67,240	T-1
Caterpillar	Excavator	Track	EL300	187	69,665	T-1
Insley	Excavator	Track	H1000D	189	54,720	T-1
Deere	Excavator	Track	892D LC	195	65,983	T-1
Fiat Allis	Excavator	Track	FX310 LC	195	70,400	T-1
Hyundai	Excavator	Track	280 LC	195	59,900	T-1
Hyundai	Excavator	Track	290 LC	197	62,170	T-1
Komatsu	Excavator	Track	PC300LC-3	197	67,900	T-1
Samsung	Excavator	Track	SE280LC-3	197	63,390	T-1
Caterpillar	Excavator	Track	231D	200	76,740	T-1
Caterpillar	Excavator	Track	231D LC	200	77,340	T-1
Case	Excavator	Track	170C	201	72,395	T-1
Dresser (International)	Excavator	Track	650B	204	70,500	T-1
Caterpillar	Excavator	Track	EL300B	207	69,500	T-1
Dresser (International)	Excavator	Track	6300 LC	207	68,790	T-1
Komatsu	Excavator	Track	PC300LC-5	207	68,790	T-1
Link Belt	Excavator	Track	LS-4300C II	207	68,123	T-1
Hitachi	Excavator	Track	EX300 LC-2	208	66,600	T-1
Hitachi	Excavator	Track	EX300 LC-3	208	68,100	T-1
Komatsu	Excavator	Track	PC360LC-3	212	78,700	T-1

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Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Liebherr	Excavator	Track	R942 HDSL	212	70,920	T-1
Hyundai	Excavator	Track	320 LC-3	218	70,330	T-1
Deere	Excavator	Track	982E LC	220	67,450	T-1
Caterpillar	Excavator	Track	330	222	70,680	T-1
Caterpillar	Excavator	Track	330L	222	73,770	T-1
Caterpillar	Excavator	Track	330BL	222	76,300	T-1
Case	Excavator	Track	9050	223	69,237	T-1
Liebherr	Excavator	Track	R952 HD	225	95,500	T-1
Kobelco	Excavator	Track	K912LC MARK II	227	69,900	T-1
Kobelco	Excavator	Track	SK300LC MARK II	227	69,900	T-1
Koehring	Excavator	Track	6633	227	71,860	T-1
Hitachi	Excavator	Track	EX330 LC-5	228	71,649	T-1
Hitachi	Excavator	Track	EX370-5	228	80,247	T-1
Fiat Allis	Excavator	Track	FX350 LC	230	78,925	T-1
Kobelco	Excavator	Track	SK300LC MARK III	230	69,900	T-1
Komatsu	Excavator	Track	PC300LC-6	232	73,149	T-1
Komatsu	Excavator	Track	PC300HD-6	232	79,785	T-1
Deere	Excavator	Track	330LC	235	72,800	T-1
Deere	Excavator	Track	370	235	81,200	T-1
Hyundai	Excavator	Track	320 LC	235	69,670	T-1
Kobelco	Excavator	Track	SK300LC MARK IV	238	73,300	T-1
Kobelco	Excavator	Track	SK330LC	238	77,800	T-1
Case	Excavator	Track	9050B	240	71,400	T-1
Link Belt	Excavator	Track	4300 QUANTUM	240	73,600	T-1
Daewoo	Excavator	Track	SOLAR 330-III	244	71,720	T-1
Daewoo	Excavator	Track	DH320	247	70,500	T-1
Samsung	Excavator	Track	SE350LC-2	247	81,330	T-1
Caterpillar	Excavator	Track	235C	250	90,075	T-1
Caterpillar	Excavator	Track	235C	250	93,144	T-1
Caterpillar	Excavator	Track	235D	250	103,785	T-1
Caterpillar	Excavator	Track	235D LC	250	108,621	T-1
Samsung	Excavator	Track	SE350LC	250	77,600	T-1
Insley	Excavator	Track	H1500D	253	78,050	T-1
Daewoo	Excavator	Track	SOLAR 400LC-III	260	86,680	T-1
Hyundai	Excavator	Track	360 LC-3	260	81,800	T-1
Deere	Excavator	Track	992D LC	265	96,780	T-1
Komatsu	Excavator	Track	PC400LC-3	266	93,145	T-1
Hitachi	Excavator	Track	EX400 LD-3	275	90,400	T-1
Hitachi	Excavator	Track	EX400 LC	275	97,200	T-1

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Manufacture Name	Equipment		Model	Horse Power	Weight	Equipment Class
Case	Excavator	Track	9060	276	96,512	T-1
Dresser (International)	Excavator	Track	6400 LC	276	93,320	T-1
Hyundai	Excavator	Track	420 LC	276	95,000	T-1
Hyundai	Excavator	Track	450 LC	276	97,890	T-1
Komatsu	Excavator	Track	PC400LC-5	276	93,570	T-1
Deere	Excavator	Track	450LC	285	97,680	T-1
Caterpillar	Excavator	Track	350	286	109,620	T-1
Caterpillar	Excavator	Track	350L	286	111,377	T-1
Hyundai	Excavator	Track	450 LC-3	286	97,660	T-1
Kobelco	Excavator	Track	K916LC MARK II	286	98,230	T-1
Kobelco	Excavator	Track	SK400LC MARK II	286	98,230	T-1
Koehring	Excavator	Track	6644	289	97,300	T-1
Liebherr	Excavator	Track	R954 HD	289	105,420	T-1
Caterpillar	Excavator	Track	345BL	290	98,750	T-1
Daewoo	Excavator	Track	SOLAR 450-III	296	96,562	T-1
Hitachi	Excavator	Track	EX400-3	296	90,400	T-1
Hitachi	Excavator	Track	EX400 LD-3	296	---	T-1
Samsung	Excavator	Track	SE450LC-2	296	99,200	T-1
Case	Excavator	Track	9060B	300	99,958	T-1
Insley	Excavator	Track	H2500C	300	97,300	T-1
Kobelco	Excavator	Track	SK400LC MARK III	300	99,370	T-1
Link Belt	Excavator	Track	58000 QUANTUM	300	102,745	T-1
Hitachi	Excavator	Track	EX400 LC-3	301	97,200	T-1
Hitachi	Excavator	Track	EX450 LC-5	301	100,800	T-1
Kobelco	Excavator	Track	SK400LC MARK IV	306	101,684	T-1
Komatsu	Excavator	Track	PC400LC-6	306	95,147	T-1
Komatsu	Excavator	Track	PC400HD-6	306	97,665	T-1
Insley	Excavator	Track	H2500D	315	96,850	T-1
Caterpillar	Excavator	Track	245B	360	143,850	T-1

PAYMENT

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. DOUBLE SHIFT equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief

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- level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.
- c. **DAILY RATE** - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
 - d. **MINIMUM DAILY GUARANTEE** - For each calendar day that the transport is required to remain at the incident, prior to offloading the dozer/excavator/tractor plow, the minimum daily guarantee will be paid. For any time under hire for at least 8 hours, the government will pay no less than the minimum daily guarantee, or the mileage rate, whichever is greater. If a resource is under hire for less than 8 hours during a calendar day, the amount earned for that day will not be less than one-half the minimum daily guarantee. **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.**

FALLER MODULE

Services of Single Fallers and Faller Modules (2 fallers) for falling fire damaged and hazardous trees for use on a local, regional and nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/qualified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

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

Contractor provided equipment

Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident. Contractor shall be responsible for ensuring that all personnel arrive with the following:

Personal Protective Equipment (PPE)

- (1) **BOOTS:** All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not acceptable).
- (2) **HARD HAT:** Hardhat meeting NFPA Standard 1977 is required.
- (3) **GLOVES:** One pair of heavy-duty leather per person.
- (4) **CHAPS:** One pair per person meeting USFS Specification 6170-4F or certified to NFPA 1977.
- (5) **EYE PROTECTION:** One pair (meets standards ANSI Z87, latest edition).

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(6) **HEARING PROTECTION:** Use hearing protection whenever sound levels exceed 85 dB.

(7) **HEAD LAMP:** With batteries and attachment for hardhat.

(8) **FIRE SHELTER:** New Generation Fire Shelter is required.

(9) **FLAME RESISTANT CLOTHING (Shirt and Pants).** A minimum of two full sets of flame resistant shirt and pants. For routine fireline duties, flame resistant clothing must be certified to NFPA 1977.

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

Chainsaw: Two (2) required per faller.

(1) Operational.

(2) Minimum of 30" or longer bar for larger diameter timber.

(3) Power head minimum 67 cubic centimeter (cc) or larger.

(4) Operational approved spark arrester.

(5) Chainbrake (functional).

(6) All necessary maintenance tools, supplies, and parts to keep the saw operating in a safe and efficient manner (i.e. bar or saw tool, files, chain, gas/oil, etc.).

Other Equipment:

(1) Wedges

(2) Falling axe

Transportation

The Contractor shall provide dependable ground transportation that meets all State and Federal laws relating to motor vehicle operation. The vehicle must be capable of providing transportation to and from the fireline. The Contractor shall ensure that seatbelts will be available and used by every passenger in any vehicle while in motion. Vehicle **MUST** be 4-wheel or all wheel drive capable.

Vehicle must be capable of carrying saws and hazardous materials (i.e. fuel) external from the passenger compartment.

Training/Experience

Each person under this Agreement shall meet the following minimum requirements:

1. 3 years experience in the commercial logging industry as a timber faller and/or 3 years experience as a faller on wildfire incidents (1,000 hours of timber falling is equal to 1 year of experience).
2. RT-130 Annual Fireline Refresher including fire shelter.
3. Light Work Capacity Fitness Test (walk 1 mile with no pack in 16 minutes).

The government reserves the right to verify training and experience at any time for all fallers.

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PAYMENT

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. Daily Rate - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

FUEL TENDER

Services to provide Fuel Tender (s) for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. Fuel Tenders may be used on mountainous roads with gravel or native surfaces, narrow, unimproved roads, off roads, in mountainous, rangeland and timbered areas, and may be operated where there is brush and trees growing on the shoulders. See definition of ordinary wear and tear. The contractor supplied Fuel Tender operator has the final say on where and how the vehicle can be used.

EQUIPMENT REQUIREMENTS

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

Equipment Typing

- Type 1 – 3501+ gallons
- Type 2 – 2501 - 3500 gallons
- Type 3 – 500 - 2500 gallons

Equipment Requirements

- (a) Fuel Tender shall be fully registered as a commercial vehicle and be current with all DOT, EPA and state inspection requirements.
- (b) Fuel Tenders shall be provided with a qualified operator at all times.
 - Fuel Tender dispensing system shall have a separate dispensing system for each product offered. The Contractor shall provide diesel and unleaded fuel.
 - Fuel Tender shall contain a certified meter to measure accurate deliveries.
 - Spill containment kits are required and must meet state and federal hazardous materials containment requirements.

Fuel Tender tank shall have the following proof of testing:

- (a) Have proof of a current yearly visual and leakage (VK) test

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- (b) Have proof of an Internal and Pressure (I&P) within the last 5 years
- (c) All fuel tenders must comply with local certification processes.
- (d) Valves:
 - 1. All tank control valves shall be protected by an emergency shutoff valve.
 - 2. Handles shall be painted red or a decal should direct the user to the emergency valve.
 - 3. All valves shall shut completely with no leaking fuel
 - 4. Tank control valves shall be equipped with fusible nuts
- (e) Wiring:
 - 1. All electrical wiring within tank compartments shall be covered with no exposed wire
 - 2. All lights and switches shall be in explosion proof housings
 - 3. Openings into fixtures shall be protected with rubber grommets to seal out fuel fumes.
- (f) Hoses and nozzles:
 - 1. Nozzles shall be of proper size for dispensing fuel
 - 2. Large nozzle for Diesel
 - 3. Small for unleaded
 - 4. Hoses shall be in good condition with no deep cracks or leaking surfaces

Fuel Tender must have a bonded hose reel and/or a ground rod and cable for grounding the tender while fueling.

- (a) Safety Items
 - 1. 2A-10BC Fire Extinguisher
 - 2. Fuel spill response kit
 - 3. Hazardous materials compliance pocketbook
 - 4. Emergency Response guidebook (Most Current Edition)

All Fuel Tenders shall have:

- (a) An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.
- (b) A fire extinguisher, multi-purpose 2A-10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- (c) Chock Blocks appropriate size (2 Required)
- (d) Seat belts available for driver and any passengers.
- (e) Flashlight (Minimum of 2 "D" Battery)

Operational Requirements

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- (a) The Contractor shall provide a properly trained and licensed operator to manage the daily operations of the fuel tender. The Contractor shall be responsible to provide fuel for the incident in a safe and efficient manner.
- (b) Contractors shall be able to accept all major credit cards for payment of fuel and providing receipts for sales at the incident. If camp location precludes the use of credit cards, the Contractor shall complete the Emergency Equipment Fuel and Oil Issue tickets, OF-304, and reconcile them with the finance section on a daily basis.
 1. Fuel will be paid at the current local commercial bulk fuel price. Per gallon price will be established at the time of hire and shall be displayed in a visible fashion. Due to the rapidly changing nature of fuel prices, no guarantees can be made for prices of fuel and the contractor has the right to charge what is fair and accurate based on the bulk fuel price.
 2. No separate payments will be made for nursing tender or spill containment kits or structures.
 3. Off-road diesel fuel shall not be dispensed by the fuel tender.

All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

Fuel Containment Structures and Spill Prevention, Control, and Countermeasures

Contractors shall provide a portable fuel containment structure to contain potential spills/leaks. Storage containment structures shall be portable with collapsible walls, have the capacity to hold 110 percent of the contents of the tank capacity plus freeboard for precipitation, and shall be impermeable. A manual sump pump shall be used to collect rain water that may accumulate in the containment structure. Any discharge should be inspected for petroleum/chemicals prior to being dispensed.

If fuel storage exceeds 1,320 gallons in containers of 55 gallons or greater, the Contractor shall prepare a Spill Prevention Control and Countermeasures Plan (SPCC). Contractors may self-certify their SPCC Plan if storage capacity is 10,000 gallons or less (reference 40 CFP, Appendix G to Part 112). Contractor shall comply with spill reporting requirements in accordance with 40 CFR 110. The Contractor shall take whatever initial action to safely contain all spills.

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- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. **Double Shift** equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.
- c. **Daily Rate** - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours

GIS UNITS

Services to provide GIS units for use on a local, Regional and Nationwide basis, to produce maps for incident support. The Contractor is responsible for all equipment, materials (unless otherwise specified), supplies (unless otherwise specified), transportation, lodging, trained/qualified personnel (if ordered), and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

Contractor Provided Equipment. Equipment (GIS unit(s) and transportation vehicle(s)) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

Minimum Equipment Requirements:

Trailer, either cargo or camper style (applicable to ALL TYPES being solicited):

1. Minimum 20' length x 7' wide, excluding tongue.
2. Air Conditioning Unit(s): Self contained, climate controlled unit with air conditioning (air conditioned to maintain 70 to 75 F degree temperature in trailer).
3. Heating System: Sufficient to provide heating commensurate with the internal trailer dimensions, installed electric base board heaters or propane gas equivalent; no free standing heaters (heating system to maintain 70 to 75 F degree temperature in trailer).
4. AC power source (generator) that is adequate to provide sufficient power for all onboard systems.
5. All necessary fuel and power (The Contractor is authorized to purchase fuel from the fuel vendor if provided at the incident, fuel vendors will be required to accept credit cards. In the event the unit comes unoperated, fuel will be supplied by the government but the cost for that fuel will be deducted from the vendor's use invoice.

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- Fuel supplied by the Government will be documented on the OF-304, Fuel and Oil Issue and copies of those fuel issues will be in the vendor's use envelope).
6. Uninterruptable Power Supply (UPS) and line conditioner system.
 7. Unit must meet Occupational Safety and Health Administration (OSHA) work environment requirements.
 8. Wheel Chocks: Two (2) sets minimum, one set for each side of trailer (or unit).
 9. Trailer stabilizer.
 10. Awning: The awning is optional but if one is provided it shall be a workable standard trailer awning, minimum 14' length.
 11. Windows: Windows are optional but if they are provided a minimum of two (2), 30" W x 26" H for natural lighting and air flow, (one in each work area).
 12. Internal Lighting: Sufficient to provide adequate light for night time operations. In addition, all lighting for individual workstations can either be wall mounted or ceiling mounted as long as it produces a light level of 50 average maintained foot-candles at the working surface. This shall be maintained throughout the working space.
 13. Outside Lighting: Sufficient to provide light all entrance ways (two way directional security light).
 14. Steps: If needed, to provide safe entry/exit from the trailer or unit.

Type 1:

1. Four (4) computer workstations with Windows based operating systems (Windows 2000 SP4 or better, Windows XP SP3 or better is preferred). Computers must be able to be configured to accept Dynamic Host Configuration Protocol (DHCP) service for connectivity. All computers will be configurable for administrative rights for incident personnel.
2. Workspace and tables/chairs to accommodate an additional two (2) workers, for a total of six (6) workstations.
3. All computer workstations, printers and plotters shall be networked, expandable to an additional ten (10) external workstations (i.e., 16-port router).
4. Minimum Connectivity speed of 100 mbs, up to 1 Gbps.
5. Network cables and power strips.
6. A system administrator for initial setup of systems and network. System administrator must be available as-needed within 24 hours, to ensure functionality.
7. Re-imaging or clone hard drive capabilities required for system failure.
8. Daily backup capability or redundancy of all data and products.
9. DVD/CD RW writer on each workstation/server.
10. ArcGIS 9.3.1, or most current version, installed with ArcInfo License.
11. ArcGIS extensions (most recent versions) to include: ArcPress, Fire Incident Mapping Tool (FIMT), Spatial Analyst, 3D Analyst, Xtools, Minn.DNR Garmin (GPS download software), and Customized Style files for Incident Command System (ICS) symbology provided for ArcGIS.
12. Microsoft Office Suite or better (Office XP or Office 2007 preferred). Office must include Word, Excel, Access, Power Point, and Front Page.

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13. Photo editing software.
14. Color printer (1), capable of 11" x 17" prints, networked (not USB) (i.e. HP 1220 or equivalent).
15. Large format (E size) plotter (i.e. HP 1055CM, HP 5000, HP 800 or equivalent).
16. Vendor shall arrive at the incident with the following supplies for number 13 and 14:
 - a. Large format plotter - two (2) full sets of ink and twenty (20) rolls of paper (a minimum of 5 rolls shall be a base weight of 24 lb. and a minimum length of 150' per roll);
 - b. Color printer - two (2) full sets of printer cartridges and two (2) reams each of 8 ½" x 11" and 11" x 17" paper (all paper shall contain a minimum of 30% recycled content);
 - c. During the incident, all plotter and printer supplies (i.e., consumable items) will be purchased by the incident. The intent of this clause is to pass through to the incident the cost of the supplies listed above that are consumed during the incident. The vendor would leave the incident with the same supplies they arrived with (i.e., two (2) full sets of ink and twenty (20) rolls of paper for the plotter; two (2) full sets of printer cartridges and two (2) reams each of 8½" x 11" and 11" x 17" paper for the color printer). If the (consumable supplies) are unable to be provided to the vendor before they depart the incident, the vendor can submit a claim for reimbursement (based on current catalog pricing). See Section C.5 for claim settlement authority.
17. White board (minimum 2' x 3') with dry erase marker.

Type 2:

1. Two (2) computer workstations with Windows based operating systems (Windows 2000 SP4 or better, Windows XP SP3 or better is preferred). Computers must be able to be configured to accept Dynamic Host Configuration Protocol (DHCP) service for connectivity. All computers will be configurable for administrative rights for incident personnel.
2. Workspace and tables/chairs to accommodate an additional two (2) workers, for a total of four (4) workers.
3. All computer workstations, printers and plotters shall be networked, expandable to an additional ten (10) external workstations (i.e., 16-port router).
4. Minimum Connectivity speed of 100 mbs, up to 1 Gbps.
5. Network cables and power strips.
6. A system administrator for initial setup of systems and network. System administrator must be available as-needed within 24 hours, to ensure functionality.
7. Re-imaging or clone hard drive capabilities required for system failure.
8. Daily backup capability or redundancy of all data and products.
9. DVD/CD RW writer on each workstation/server.
10. ArcGIS 9.3.1, or most current version, installed with ArcInfo License.
11. ArcGIS extensions (most recent versions) to include: ArcPress, Fire Incident Mapping Tool (FIMT), Spatial Analyst, 3D Analyst, Xtools, Minn.DNR Garmin

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- (GPS download software), and Customized Style files for Incident Command System (ICS) symbology provided for ArcGIS.
12. Microsoft Office Suite, 2000 Professional or better (Office XP or Office 2007 preferred). Office must include Word, Excel, Access, Power Point, and Front Page.
 13. Photo editing software.
 14. Color printer (1), capable of 11" x 17" prints, networked (not USB) (i.e. HP 1220 or equivalent).
 15. Large format (E size) plotter (i.e. HP 1055CM, HP 5000, HP 800 or equivalent).
 16. Vendor shall arrive at the incident with the following supplies for number 13 and 14:
 - a. Large format plotter - two (2) full sets of ink and twenty (20) rolls of paper (a minimum of 5 rolls shall be a base weight of 24 lb. and a minimum length of 150' per roll);
 - b. Color printer - two (2) full sets of printer cartridges and two (2) reams each of 8 ½" x 11" and 11" x 17" paper (all paper shall contain a minimum of 30% recycled content);
 - c. During the incident, all plotter and printer supplies (i.e., consumable items) will be purchased by the incident. The intent of this clause is to pass through to the incident the cost of the supplies listed above that are consumed during the incident. The vendor would leave the incident with the same supplies they arrived with (i.e., two (2) full sets of ink and twenty (20) rolls of paper for the plotter; two (2) full sets of printer cartridges and two (2) reams each of 8½" x 11" and 11" x 17" paper for the color printer). If the consumable supplies are unable to be provided to the vendor before they depart the incident, the vendor can submit a claim for reimbursement (based on current catalog pricing). See Section C.5 for claim settlement authority.
 17. White board (minimum 2' x 3') with dry erase marker.

Type 3:

1. Workspace and tables/chairs to accommodate a minimum of five (5) workers
2. Network cables and power strips.
3. Color printer (1), capable of 11" x 17" prints, networked (not USB) (i.e. HP 1220 or equivalent).
4. Large format (E size) plotter (i.e. HP 1055CM, HP 5000, HP 800 or equivalent).
5. Ancillary network hardware such as Cat 5e cables.
6. Network Switch or Router that meets the following specs:
 - a. **Standards:** Draft 802.11n, 802.11g, 802.11b, 802.3, 802.3u
 - b. **Ports:** Power, Internet, Ethernet
 - c. **Buttons:** Reset, Wi-Fi Protected Setup
 - d. **LEDs:** Ethernet (1-4), Wi-Fi Protected Setup, Wireless, Internet, Power
 - e. **Cabling Type:** CAT 5e
 - f. **# of Antennas:** 1 or 2
 - g. **Detachable (Y/N):** No
 - h. **RF Pwr (EIRP) in dBm:** 14 dBm

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- i. **UPnP able/cert:** Able
 - j. **Security Features:** WEP, WPA, WPA2
 - k. **Security Key Bits:** 128-Bit, 256-Bit
7. White board (minimum 2' x 3') with dry erase marker.
- Optional Item: Satellite or high speed internet connection which may be made available to support other units in the incident camp.
1. Minimum bandwidth: 1.5Meg/s Download speed, 768kbps Upload speed.
 2. Dynamic IP addressing with port address translating or static ip addressing must allow at least 40 internal concurrent host accesses.
 3. The ability to support for 3DES IPsec tunneling is required to support end to end solutions where remote access is needed.
 4. Minimum Hardware: WI-FI Access Points: 802.11 A/B/G compatible with WEP key encryption options.
 5. Browser administrated.
 6. Power over Ethernet capable.
 7. POE 8 port data switch.

Incident Related Data: All base data, Digital Raster Graphics (DRG), Ortho quads, roads, streams, etc. will be supplied by the incident. All data provided on the incident and products produced will be under the direction of the Situation Unit Leader or Plans Chief. No product or data shall be removed from the incident. Some data is sensitive in nature and shall be wiped from all systems prior to demobilization.

The following ten (10) Basic Map Products are generally produced for Incident Support. For more details on these reports, refer to the following publication "GIS Standard Operating Procedures on Incidents," June 2006, PMS 936 or NFES 2809 (the link is:

<http://www.nwcg.gov/pms/pubs/GSTOP7.pdf>)

1. Incident Action Plan (IAP) Map
2. Incident Briefing Map
3. Situations/Plans Map
4. Transportation Map
5. Facilities Map
6. Aviation Map
7. Progression Map
8. Ownership Map
9. Damage Assessment Map
10. Rehabilitation Map

All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

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Training/Experience

The Contractor may be required to provide one or more GIS Specialist(s) (GISS). If ordered, the minimum qualifications stated below must be met.

GIS Specialist (GISS) Qualifications - All GISS personnel shall be trained in accordance with NWCG Wildland Fire Qualifications Systems Guide PMS 310-1 for this position.

PAYMENT

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. Daily Rate - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

GRAY WATER TRUCK

Services for Gray Water Trucks for use on a local, regional and nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

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

Equipment Typing

- Type 1 – 4000+ gallons
- Type 2 – 2500-3999 gallons
- Type 3 – 1000-2499 gallons
- Type 4 – 400-999 gallons

Equipment Requirements

- (a) Tanks shall be constructed to the following requirements at a minimum and if established, meet all State requirements for certification compliance:

- (1) Tanks shall meet industry standards, be of metal construction, welded or riveted, and shall be water tight and splash proof. Poly tanks are acceptable as long as they meet industry standards. Any open overhead fill shall be securely sealed

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(water tight). All tanks shall be equipped with a sight tube or automatic shut-off to prevent over filling tanks.

- (2) The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.
 - (3) Tank shall be labeled "GRAY WATER" with capacity in gallons shown conspicuously on each side of the tank in letters at least 4 inches high. Name, city, and state of Contractor shall appear on both sides of the tank or on both truck cab doors in lettering at least 2 inches in height.
- (b) Pumps shall be constructed to prevent leakage, spillage, or splashing. On all diaphragm or similar types of open pumps, a tight metal hood shall be provided over the pump. Pumps may be either of the following:
- (1) Vacuum pump system (Type GWV) Vacuum system that meets commercial vacuum truck specifications and requirements.
 - (2) Pump system (Type GWP) Standard commercial pumping system.
- (c) Discharge Gates or Valves shall be leak proof and constructed so as to discharge contents in a manner that will not create a nuisance. All inlets and outlets shall be provided with a cap to prevent dripping.
- (d) Hose. Minimum of 100 feet of hose shall be provided to pump contents from gray water holding tanks to truck tanks without spillage. Hoses are to be cleaned on premises without any spillage of contents on the ground. A 2 inch male and a 2 inch female camlock adapter are required to attach the pump truck to the storage tank. It is the responsibility of the Contractor to provide adapters and fittings that are industry acceptable for gray water disposal.
- (e) Racks shall be provided for carrying equipment on the truck. All parts of the truck and equipment shall be easily cleanable, with no pockets which can accumulate waste.
- (f) State or Local Certifications:
- (1) Current State or Local Septic Tank, Cesspool, and Privy Cleaner License with counties listed where wastewater will be collected or equivalent for each state operating in.
 - (2) Current State or Local Septic Tank, Cesspool, and Privy Cleaner Vehicle Inspection or equivalent for each state operating in.

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- (g) Dumping Sites. The host incident unit may designate the gray water dumping site; if not, the Contractor is required to identify an approved dumping site. The dumping site cost, if any, will be paid by the Government directly or by reimbursement to the gray water Contractor. A copy of the billing statement from the owner of the dumping site to the Contractor must be submitted to the Government if a Contractor requests reimbursement.

Additional Requirements for Gray Water Trucks

- (a) An audible reverse warning device (backup alarm) of 89 decibel or greater measured at 5 feet behind and in the center of the equipment.
- (b) A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- (c) Approved spark arrester on all naturally aspirated engines
- (d) Seat belts
- (e) Flashlight

Service trucks for pumping black water from portable toilet units may not be used for servicing and pumping gray water from wash stations units, bladder bags, or other holding tanks unless they are specifically designed for this use and have properly labeled compartmental units which meet all federal, state and local sanitation regulations.

PAYMENT

- (a) Double Shift - equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate. (Not applicable to Trailer Mounted Handwashing Stations)
- (b) Daily Rate - Payment will be made on basis of calendar days (0001 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

HANDWASHING STATION, TRAILER MOUNTED

Services for trailer mounted handwashing stations for use on a local, regional and nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

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EQUIPMENT REQUIREMENTS

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

- (a) Self-contained. The trailer mounted handwashing station must be self contained, to include a power source or generator for lighting and heating of water. The contractor shall keep units cleaned and fully stocked with paper towels and phosphate-free liquid soap.
- (b) Potable water shall be used for all wash basins, and comply with potable water truck standards listed above.
- (c) Minimum 250 gallons of potable water storage.
- (d) Wash Basins (Sinks)
 - (1) Units shall have a minimum of 8 wash basins (sinks) and with a mirror for each sink, or one solid mirror of sufficient length and height which provides viewing at each sink.
 - (2) All washbasins shall have adequate lighting for use of the wash basins in darkness.
 - (3) Minimum 500-gallon storage of gray water. Gray water disposal will be the responsibility of the Government.
 - (4) Each wash basin (sink) shall provide hot and cold water, shall control gray water, and shall have a minimum of one liquid soap dispenser and one enclosed paper towel dispenser for every two sinks. Each wash basin (sink) shall also have the ability to hold water with built in or permanently attached stoppers.
 - (5) Each wash basin shall provide hot water and cold water through a mixing faucet that allows for the washing of both hands while the water is running and have continuous hot water heating capable of maintaining up to 110° F.
 - (6) Contractor shall make provisions to prevent incident personnel from standing in water puddles, or mud on the ground, adjacent to the sinks.
- (e) Equipment Marking
 - (1) All bladder bags used shall have the size and use labeled on them in a conspicuous place in letters and numbers no less than 4 inches in height, (for example: 500 Gallons Gray Water).

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- (2) All bladder bags must conform to NWCG specifications, to include testing and sanitization (for potable water).

All hoses used shall be labeled at both ends to identify their use (i.e. gray or potable).

Service trucks for pumping black water from portable toilet units may not be used for servicing and pumping gray water from wash stations units, bladder bags, or other holding tanks unless they are specifically designed for this use and have properly labeled compartmental units which meet all federal, state and local sanitation regulations.

PAYMENT

PAYMENT FOR HANDWASHING STATIONS WILL BE MADE AT THE RATE (DAILY, WEEKLY, MONTHLY) THAT IS MOST ADVANTAGEOUS TO THE GOVERNMENT. FOR PAYMENT PURPOSES, THE PAYMENT COMPUTATION WILL START OVER AFTER EACH 7 DAY PERIOD AND AFTER THE 30TH DAY FOR ANY PERIOD OF TIME UNDER HIRE.

HELICOPTER OPERATIONS SUPPORT TRAILER

Services for Helicopter Operations Support Trailers for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

Helicopter Operations Support Trailer Specifications

1. Trailer: Minimum 26' length X 8.5' wide, excluding tongue. Two rooms with forced air to each room, separated by a door. Radio room with 180 degree windows for visibility. Pull down shades, no reflective tinted shades or window film to reduce sun glare.
2. Air Conditioning Unit(s): Two 15,000 BTU units, one for each room
3. Heating System: Commensurate with the internal dimensions, installed electric base board heaters or propane gas equivalent; no free standing heaters.
4. Trailer stabilizer.
5. Tool kit: Hand tool kit, for general use.
6. White boards: Three (3) each, 36" L X 24" H. one (1) installed in radio room and two (2) installed on each wall of the general work area room.
7. One (1) fax, copier, scanner, with one box of paper appropriate for the machine, for initial start up. One (1) high capacity printer.
8. Cork boards: Three (3) each: 36" L X 24" H; one (1) installed in radio room and two (2) installed on each wall of the general work area room.
9. Internal Lighting: Sufficient to provide adequate light for night time operations, refer to work station minimum requirements.

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10. Exterior Lighting: Sufficient to provide adequate lighting for night time operations around the trailer and briefing area.
11. Steps: No steep steps, access shall allow safe entry/exit from the trailer.
12. Minimum of 1, 30 mph wind sock.
13. One (1) 10 BC and one (1) 20 BC Fire Extinguisher.

Work Space:

1. Work Stations: Three (3) each desktop/countertop work stations in radio room, and 4 more in work area large (can be continuous counter tops), seven (7) rolling chairs shall be provided.
2. If individual desk top work space provided dimensions shall be minimum 18" Deep by 36" long, per each work station, rolling chairs for each work station.
3. A minimum of one (1) each AC lighting fixture over each work area (florescent lighting is acceptable).

*NOTE: IF a trailer is longer, then the work space provided should be commensurate with these minimum requirements for work space.

Electrical Power Requirements:

1. Minimum 120 Volt, 50 Amp AC service entrance with disconnect switch to master breaker.
2. AC receptacles at all work stations/areas.
3. One (1) each – 20 foot, 50 Amp, AC service extension cable.
4. AC – 3 pin Twist-Lock to standard 3 pin adapters (minimum 20 amp service).
5. Battery Backup: DC (battery) backup with a minimum of 100 AH capacity for initial start-up and power outages. Battery shall have capacity to power all radio equipment for at least one operational period (one shift).
 - a. Battery shall have a master disconnect or breaker switch.
 - b. Battery shall be physically isolated from work area for personnel safety.
 - c. Battery shall be a sealed, non-ventilating type, such as gel-cell.
6. Charging System: DC charging system to maintain battery backup.

*NOTE: A second smaller generator may be substituted for battery back-up that will support all radio equipment.
7. Auxiliary Connection: Two (2) each Auxiliary 12 volt connection power points near radio equipment.
8. External Generator: One (1) each AC generator kit to include one (1) Whisper Quiet style generator with a minimum output capacity of 10,000 KVA, Capable of running for one operational period without refilling for fuel. Generator shall be positioned away from the trailer and have sound dampening material around it.

Radio and Electronic Equipment: All VHF radio equipment must be P 25 digital compliant. (For additional information on fire approved radios, go to www.fs.fed.us/fire/niicd).

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1. VHF BASE STATION: A minimum of three (3) each VHF fixed base radio(s) as required to cover the 148 – 174 MHz frequency band, FM, Narrowband capable, user programmable with a maximum transmitter power not to exceed 10 watts (such as Bendix King DPH mobile radio or equivalent).
2. UHF BASE STATION: A minimum of two (1) each UHF fixed base station radio or radios as required to cover the 406 – 420 MHz frequency bands. Radio(s) must be FM, Narrowband capable, User Programmable with a maximum transmitter power not to exceed 10 watts.
3. VHF AM BASE STATION: A minimum of two (2) each VHF AM fixed base station radio or radios as required to cover the 118 – 137 MHz frequency bands. User Programmable with a maximum transmitter power not to exceed 10 watts.
4. All fixed radio equipment shall be ready for immediate use upon arrival at the helibase, pending frequency programming.
5. The vendor shall provide: All radio frequency programming software and any necessary programming hardware.
6. Interface devices or personal computers required by the specific manufacturer make and model of radio equipment provided within the trailer unit.
7. All primary frequencies shall be on mobile radios with quality high gain or unity gain antennas. A standard Type 1 helibase would have 4-5 VHF FM frequencies and 1-3 VHF AM frequencies with the primary rotor AM transmitting back to the Helibase on a UHF frequency.
8. (2) AM and FM handheld radios.
9. ANTENNAS: One (1) each pre-connected, permanently mounted antenna tuned to the proper frequency band for each fixed radio. Antennas may be mast mounted or mounted directly to the trailer.
10. CABLES: Accessible cable runs in the walls to topside.
11. Public Address System
12. Timer or other time tracking device (10 ea).
13. Digital weather station located in Radio Office.

Telephone/Internet Services/Access

1. One (1) each telephone service/customer entrance panel to accommodate a minimum of three (3) telephone lines within the trailer.
2. Four (4) pre-wired RJ-11 with RJ-66 blocks phone jacks.
3. Four (4) pre-wired RJ-45 wall jacks.
4. Three (3) each telephone handsets. One near each work station or work area.
5. Satellite Internet or High Speed; including Service Provider.
6. Wireless LAN (recommended ports - 3).
7. Satellite telephone, one each, with service.

Training/Experience

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The Contractor shall provide all operating supplies and one operator per shift. Each person employed by the Contractor under this Agreement shall meet the following minimum requirements:

1. Commercial Driver's License (CDL) with the appropriate endorsements and medical card valid for the state in which the operator resides.
2. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

PAYMENT

1. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
2. **Daily Rate** - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

PAYMENT WILL BE MADE AT THE RATE (DAILY, WEEKLY, MONTHLY) THAT IS MOST ADVANTAGEOUS TO THE GOVERNMENT. FOR PAYMENT PURPOSES, THE PAYMENT COMPUTATION WILL START OVER AFTER EACH 7 DAY PERIOD AND AFTER THE 30TH DAY FOR ANY PERIOD OF TIME UNDER HIRE.

MECHANIC SERVICE TRUCK

Services of Mechanics with Service Trucks for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

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

Type 1 - Heavy Construction/Logging Equipment (dozer, grader, excavator); Automotive, Light and Heavy Truck (Class 1-8); and Inspection and Diagnostic Services

1. Hydraulic pressure Testing kit
2. Charging/Starting System Analyzer
3. Code Reader (generic)
4. Arc welder - min. 225 amp with air arc capability and industry acceptable repair electrodes
5. Oxy/Acetylene torch set with appropriate cutting and welding tips
6. Air Compressor - Minimum of 120 PSI at 20 cfm with tank and appropriate accessories
7. 1/2, 3/4, & 1 inch drive impact wrenches and impact sockets to 3"

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8. Hand tool set to accomplish normal field repairs on heavy construction equipment.
9. Jack stands – (2) 12 ton
10. Hydraulic Jacks (2) 12 ton
11. Vehicle or auxiliary powered portable lighting for field work.
12. Jumper Cables - 20 ft. heavy duty
13. Hazardous Material spill kit capable of containing and collecting a minimum of 10-gallons of spill.
14. Misc. drain pans
15. Combination Vise - minimum 4½-inch jaw
16. Knowledge and skills to perform hydraulic system repairs.
17. Hydraulic Crane (hand or powered) - min. 2 ton capacity
18. Battery Tester
19. Volt/Ohm meter
20. 1/2" drill w/bits to 3/4"
21. Fuel pressure testing kit
22. Tap & Die set to 1"
23. Electric Grinder 4"
24. Consumable goods (listed below)

Type 2 - Automotive, Light and Heavy Truck (Class 1-8) and Inspection and Diagnostic Services

1. Charging/Starting System Analyzer
2. Arc Welder
3. Oxy/Acetylene torch set with appropriate cutting and welding tips
4. Code Reader (generic)
5. Air Compressor - Minimum of 120 PSI at 12 CFM with tank and appropriate accessories
6. 1/2 & 3/4 inch impact wrenches and impact sockets to 2 inch
7. Hand tool set to accomplish normal field repairs on all classes of equipment SAE and metric
8. Jack stands (2) 2 ton and (2) 12 ton heavy duty
9. Hydraulic Jacks (2) 2 ton and (2) 12 ton heavy duty
10. Vehicle or auxiliary powered portable lighting for field work.
11. Jumper Cables - 20 ft. heavy duty
12. Hazardous Material spill kit capable of containing and collecting a minimum of 10-gallons of spill.
13. Misc. drain pans
14. Consumable goods (listed below)
15. Combination Vise - minimum 4 ½ inch jaw
16. Battery Tester
17. Volt/Ohm meter
18. Self-contained brake and clutch bleeder system
19. 3/8 drill w/ bits to 1/2"
20. Fuel pressure testing kit
21. Tap & Die set to 5/8"

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22. Electric Grinder 4"

Consumable Goods

All mechanics (Types 1 and 2) shall provide the following consumable goods to enable the mechanic to operate independently for the first 24 hours and complete minor repairs. These consumables will not be replaced by the Government. Consumable parts shall be sorted by size and type in containers or trays.

1. Commonly used SAE and Metric Nuts and Bolts up to 1/2" x 3"
2. Assorted electrical connections for commonly used wire sizes on all equipment
3. Assorted sizes of electrical wire commonly found on all types of equipment
4. Assorted common electrical fuses and bulbs.
5. Assorted lubricants & cleaners commonly used in the industry by field mechanics (i.e. WD-40, brake cleaner, silicone sealant).
6. Assorted metal fasteners, machine screws, self-tapping up to #12 x 1 1/2"
7. Commonly used air brake fittings up to 5/8 inch.
8. Shop towels

Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions.

Contractor shall be responsible for ensuring that all personnel arrive with the following:

A. Personal Protective Equipment (PPE)

- (1) BOOTS: All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not acceptable), to be worn if working near the fireline.
- (2) HARD HAT: Hardhat meeting NFPA Standard 1977 is required.
- (3) GLOVES: One pair of heavy-duty leather per person.
- (4) CHAPS: One pair, welding
- (5) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).
- (6) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.
- (7) HEAD LAMP: With batteries and attachment for hardhat.

B. Vehicles

1. Meet all State Motor Vehicle Requirements
2. Fire extinguisher, multi-purpose 1A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection

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tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.

3. An audible reverse warning device (backup alarm) of 87 db or greater when the transmission is put into reverse. The warning device shall face to the rear. Switches to activate the alarm will not be allowed.
4. Reflectors, triangles, bi-directional (one set of 3)
5. Two wheel chocks
6. Shovel

Training/Experience

1. Mechanic Types
 - a. Type 1 (Heavy Construction/Logging Equipment): Minimum 3 yrs. experience at the journeyman level on field repairs of heavy construction or logging equipment.
 - b. Type 2 (Automotive, Light and Heavy Truck): Minimum 3 yrs. experience at the journeyman level on all classes of light and medium trucks. DOT air brake qualifications (FMVCSA 49CFR 396.25)
2. Commercial Drivers License (when required).
3. All operators shall be able to operate the equipment safely up to the manufacturer's limitations (i.e., experience working in steep terrain, timber, etc.)
4. RT-130 Annual Fireline Refresher including fire shelter.

PAYMENT

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. Daily Rate - Payment will be made on basis of calendar days (0001 _ 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

MOBILE LAUNDRY

Laundry services for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.
All laundry units shall be self-contained, including:

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- All necessary fuel and power (Contractor may acquire fuel from the Government at the Incident rate per gallon).
- Generator, with a decibel rating no greater than 68 at 50 feet.
- All operating supplies (detergents, clean laundry bags, identification tags, etc)
- Continuous hot water supply, minimum 140[°] temperature
- Minimum 2000 gallons storage each of grey water and potable water
- Labor and equipment to transport, setup, maintain and operate the unit.
- Synthetic Heavy Duty Commercial Grade Detergent shall be use.(fatty based soaps should not be used on Nomex)
- Contractor may provide additional capability without an increase in the daily rate or payment of mobilization/demobilization (mileage) (Ref. D.21.7.3), or the government may order an additional unit from the dispatch priority list.

TYPE 1: Additional requirements for Type 1 unit

- Minimum production capability of 2500 pounds per day (Additional units may be provided by the Contractor to maintain production, (ref. D.21.7.3).
- The ability to clean laundry from multiple personnel in single loads (i.e., net-bagged laundry).

TYPE 2: Additional requirements for Type 2 unit

- Minimum production capability of 1500 pounds per day (Additional units may be provided by the Contractor to maintain production, (ref. D.21.7.3).

Scale

- Analog or Digital readout with one half (0.5) pound or less graduations with 25 pounds minimum weighing capacity.
- Basket with a minimum of capacity of 4680 cubic inches to facilitate the weighing of the laundry.
- Scale platform must be designed to hold the basket in a stable fashion when loaded with laundry.
- If not a commercially designed laundry scale with basket, scale must be calibrated to accommodate the tare weight of the basket.

Handling of Nomex (flame retardant clothing)

- Sort clothing to avoid staining of light-colored garments by dark-dyed garments. All Nomex shall be washed separately from all other clothing to prevent contamination from flammable lint.

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- Synthetic, heavy-duty liquid laundry detergents are recommended for washing Nomex. Fatty-based soaps and chlorine bleach should not be used.
- Wash temperatures should be 140 degrees F, however wash temperatures up to 160 degrees F may be used for heavily soiled garments.
- All loads of Nomex shall receive at least 2 rinse cycles to assure all detergents are removed.
- Tumble dry at a medium or high temperature setting. To ensure maximum removal of wrinkles, tumble dryers should not be overloaded.
- Bulk Nomex from the supply unit shall be sorted by sizes and bundled for return to the Supply Unit. The Supply Unit will provide a waybill of Nomex presented to the Laundry Unit.

Receipt and Return of Laundry

- Laundry shall be weighed dry upon receipt from the customer.
- Contractor shall maintain a log documenting the customer's name, date and time the laundry was received, weight, and customer's signature, to help control loss and document turn around time. This log shall have a second signature block for the customer to sign upon receipt of the clean laundry.
- Laundry is to be returned to the customer, folded and packaged.
- After the first 48 hours at the incident, laundry must be completed and ready to return to the customer within 24 hours from time of receipt.
- At a minimum, laundry facilities shall be open and available to accept laundry, every day, from 0500 - 1000 and from 1700 - 2200.

Government Provided Services

- The Government will provide a supply of potable water and the disposal of grey water.

PAYMENT

- a. **PAYMENT WILL BE MADE FOR THE DAILY RATE AND PRICE PER POUND.**
 - i. **DAILY RATE** - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
 - ii. **WORK RATE**
 - 1) **Per Pound** - Payment will be made for actual pounds of laundry (rounded up to the nearest pound, processed by the Contractor.
 - 2) **Mileage** - Shall apply when equipment is under hire as ordered by the Government, and being mobilized/demobilized from an incident

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POTABLE WATER TRUCK

Services for potable water trucks for use on a local, regional and nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

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

Equipment Typing

- Type 1 – 4000+ gallons
- Type 2 – 2500-3999 gallons
- Type 3 – 1000-2499 gallons
- Type 4 – 400-999 gallons

Equipment Requirements

(a) Potable water tanks shall be:

- (1) Used exclusively for drinking water. Do not use containers for any non-food products. The potable water system, including filling hose and lines, pumps, tanks, and distributing pipes, shall be separate and distinct from other water systems. Do not use containers that have ever been previously used for gray water, toxic or bio-hazardous substances. (Reference: Code of Federal Regulations, Title 21, Section 129.40)
- (2) Clearly and conspicuously labeled with the words “POTABLE” or “FOR DRINKING WATER USE ONLY” on both sides of the tank in lettering at least 4 inches in height. The capacity of the tank (in gallons) displayed on both sides of the tank or on both cab doors in lettering at least 2 inches in height. Name, city, and state of Contractor shall appear on both sides of the tank or on both truck cab doors in lettering at least 2 inches in height. A seal or sticker provided by the State or local authority shall be affixed to the upper left quarter of the rear of the tank or other location if specified by the issuing agency and shall be visible at all times indicating that the tank has been inspected, certified and found to be in compliance with State requirements. If stickers are not provided by a State, a copy of the certificate or label shall be kept in the transport vehicle at all times. An annual inspection and certification of the tank by the local health authority is required. In addition, the carrier shall meet all laws and regulations for hauling on

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public roads. If the tank is part of the transport vehicle, then both the tank and vehicle shall meet State requirements, and the appropriate inspection and certification will be maintained for the vehicle.

- (3) All trucks must comply with local certification process.
 - (4) Four Hundred (400) gallons capacity or greater and be made of non-toxic, non-corrodible/non absorbent materials or coated with non-toxic coatings National Safety Foundation (NSF) International Standard 61 that can be adequately cleaned and sanitized. Examples are stainless steel, food contact plastics (polyethylene), and food contact epoxy coatings. Surfaces that come in contact with water shall be smooth, without pits, dents, or crimps that may hold contaminating matter and welds shall be of non-corrosive material.
- (b) Tank Construction. Tanks shall be constructed to the following requirements at a minimum and meet all State requirements for certification compliance if the State has these established:
- (1) Openings: Hatches and other openings shall be completely covered and sealed with tight fitting coverings, permanently mounted food-grade gaskets, and security locks. Water inlets and outlets shall be equipped with threaded or clamped caps, tethered to the ports with chain or cable. Inlet and outlet caps shall be in place on all fittings except when water is being discharged or loaded.
 - (2) Tank vents: Vents will be designed to prevent water contamination. Tanks shall be vented by a downward facing, or otherwise protected vent opening of a sufficient size to allow air to replace water as it is discharged. This opening shall be protected by an appropriate screen as required in the state that certifies the equipment.
 - (3) If a State does not certify the equipment, the screen shall be made from non-toxic, non-absorbent material.
 - (4) Drain: Each potable water tank shall provide a means of drainage and, if it is equipped with a manhole, overflow, vent, or a device for measuring depth of water, provision shall be made to prevent entrance into the tank of any contaminating substance. No deck or sanitary drain or pipe carrying non-potable water or liquid shall be permitted to pass through the tank. A bottom drain shall be provided to facilitate complete discharge of water during sanitation procedures.
- (c) Tank Filling Mechanisms

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- (1) There shall be no backflow or cross connection between potable water systems and any other systems. Pipes and fittings conveying potable water to any fixture, apparatus, or equipment shall be installed in such a way to prevent backflow. Waste pipes from any part of the potable water system, including treatment devices, discharging to a drain, shall be suitably protected against backflow. Either of the following methods may be used:
 - a. An approved backflow prevention device complying with Uniform Plumbing Codes 603.3.1, 2, 3, 4, 5 and 8 such as acceptable double check valves on the direct filling connection to the tank. No connections shall be located between the tank and the check valve.
 - b. Overhead filling through a hatch opening at the top of the tank; the filling spout must not be allowed to intrude into the tank further than two diameters of the filling pipe above the highest water level that is possible when the tank is filled. If an overhead filler pipe is mounted on the vehicle, when not being used for filling, this pipe shall be capped at each end with threaded or clamped caps, and tethered to the fittings at the ends of the filler pipe.
 - (2) Sanitary techniques must be observed in the water transfer operation. Care must be exercised to prevent foreign materials from entering the water. Since contamination could be present on the exterior surfaces of hoses or pipes, they must never be submerged in a receiving vessel. Adequate cleaning and sanitizing procedures shall be used on hauling vehicle(s) and associated equipment at the following times:
 - a. When the equipment is placed into service, or when it has been unused and stored in a sealed condition for a period of 4 weeks or more.
 - b. When the filled or empty tank has been exposed by open or unsealed cover caps or fittings to any condition of possible contamination of the tank or contents, including contact with dust, smoke, rain, or chemical substances.
 - c. When any fault or defect becomes apparent in the seals, vents, hatch doors, welds, valves, pipes, pumps, hoses or other equipment that may contaminate the water.
 - d. When bacterial analysis of the water indicates presence of coliform bacteria.
- (d) Pumps
- (1) The potable water/food-grade pump shall have the capacity to transfer potable water a minimum of twenty (20) feet vertical.
 - (2) Only water transfer pumps which can be readily disassembled to demonstrate the condition of the impeller and impeller chamber shall be used. Internal pump water contact surfaces, including seals, bearing, and lubricants must be

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constructed from food grade materials and must be smooth, non-porous, and corrosion resistant and use acceptable food grade lubricants. Manufacturer's data stating the pump is food grade (NSF 61) shall be made available to the Government upon request.

(e) Hoses

- (1) Hoses shall have a smooth interior surface made of food-grade standard materials or materials meeting NSF International Standard 61. Pumps, hoses, fittings, valves and similar equipment shall be made of food-grade materials or materials meeting NSF International Standard 61 and shall be kept clean, disinfected and operated or handled in a manner that prevents contamination and capped or closed when not in use. Hoses shall be marked/labeled "potable water" and the use of galvanized pipes or fittings is prohibited.
- (2) The ends of all hoses shall be provided with threaded or clamped caps. Such caps shall be in place when hoses are not in use. Hoses in storage compartments must also be capped.

(f) Operational Requirements and Bacterial Testing

- (1) Hauled water is vulnerable to increased handling, diversity of source, variability in hauling equipment, and shall not be stored in the vehicle for a period greater than one week. All hauling equipment must be clean and in good condition. In addition, all water-contact surfaces in hauling and storage facilities shall be disinfected prior to use.
- (2) All equipment surfaces intended for potable water contact, including source fill point equipment, containers, caps, tanks, hoses, valves, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to effect and maintain sanitation of such surfaces. Procedures to be used are listed in Title 21, Code of Federal Regulations, Part 129.80. Disinfection needs to occur before being put in service, or when it has been unused and stored in a sealed condition after a period of 4 weeks or more, or after any food product has been hauled. Follow applicable State specifications/guidelines for disinfection of tanks either where the equipment was certified or to the standards where the equipment is going to be used if crossing state boundaries. When no applicable State specifications/guidelines for disinfection of tanks exist, at a minimum, the tank shall be thoroughly cleaned and disinfected. After 24 hours contact time with the disinfecting solution, the tank shall be drained and flushed with drinking water. Written procedures for equipment cleaning and sanitizing shall be maintained by the Contractor and shall be kept with the hauling vehicle at all times. These procedures shall include the names, amounts, and contact times of cleaning and

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sanitizing agents to be used. The frequency of equipment cleaning and sanitizing must be tracked in a log to be kept with the vehicle at all times. A copy of the Contractor's equipment cleaning and sanitizing procedures log shall be provided to the Contracting Officer or designated Government Representative upon request.

- (3) At a minimum or when required by the local jurisdiction or State Law one microbiological test for total coliform shall be performed within 2 established business days of the time of arrival at the incident at a certified laboratory. Sampling by the contractor must be performed to industry standards and to the standards required by the designated laboratory. The sample to be tested shall be obtained at the time of arrival at the incident. Where State-specific requirements have not been established, laboratory coliform test data must show that the water contains coliforms of less than 2.2 Most Probable Numbers (MPN)/100 ml (or "absence" if the presence/absence test is used). In addition, a test shall be performed on the first water load following any of the required sanitation procedures, whenever switching to a different water source and/or at least once every 30 days during months when water hauling is performed, and/or whenever such analysis is requested by state or local health authorities or Government representative. If the presence/absence (P&A) test for the coliform analysis is used, then only negative (absence) results are acceptable. If a sample tests positive (presence), the Contractor shall take out of service, investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated Government Representative at the Incident. If the test data shows that the water contains more than 2.2 MPN/100 ml, the Contractor shall immediately take out of service; investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated Government Representative at the Incident. The Contractor shall not haul water until the test shows that the water contains total coliform of less than 2.2 MPN/100 ml. Copies of the results of such tests shall be submitted to the Contracting Officer at the address indicated on the agreement or contract within seven calendar days after the end of the incident assignment. Test results shall clearly identify Contractor's name, address, and contract or agreement number on the report. Original laboratory test results shall be maintained by the Contractor and kept for at least 2 years pursuant to Title 21, Code of Federal Regulations, Part 129.80. Failure to comply with this requirement may result in the immediate cancellation or suspension of the Agreement. The Incident commander or designated Government Representative at the Incident with concurrence of the Contracting Officer will determine if/when the Contractor will be available for service.

- (4) Tank shall arrive empty for inspection.

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- (5) Chlorine Residual: Contractors shall maintain a free chlorine residual level of 0.2 parts per million (ppm) up to 1.0 ppm at all times (1/3 cup of bleach that meets NSF standards to 1000 gallons water may achieve 1.0 ppm chlorine residual level). When residual levels drop below required levels the load shall be dumped and tank refilled.
- (6) Contractors shall have chlorine residual test kits available at all times and test for free chlorine residual levels when:
 - a. Loading drinking water for transport,
 - b. After adding any disinfectant, if the addition of disinfectant is necessary;
 - c. When unloading; and
 - d. Every 24 hours the water is in use (provide with daily use documentation).
- (7) Maintain records of activities on board the vehicle showing water source location, dates, and times of loading, unloading, chlorine residual test results, cleaning/sanitizing, and other operational items as deemed necessary. Copies of bacterial analysis test results and all agreements, contracts, licenses, etc. shall be maintained on board the vehicle at all times. Contractor will provide copies of these records to the Incident Commander or designated Government Representative.
- (8) Failure of the contractor to perform the required testing at the times specified is grounds for immediate termination of an agreement.

(g) Water Sources

- (1) The host incident unit will designate the water source.
- (2) Use only potable water from a permitted private or public (municipal or community system) drinking water supply. Filling must be accomplished using acceptable source water under pressure. Drafting of surface water is not allowed under any circumstances. The cost, if any, will be paid by the Government directly or by reimbursement to the potable water truck contractor. A copy of the billing statement from the owner of the water source to the contractor must be submitted to the Government if a contractor requests reimbursement.

(h) Government or Contracting Agency Testing

- (1) The Government or contracting agency may, at its option, perform random testing. The contractor shall provide reasonable access to all potable water tanks and apparatuses to the Government or contracting agency.

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(i) Accessibility

- (1) Each truck shall be accessible to individuals for filling canteens or other water containers (either mounted on the truck or a separate stand). It shall have a minimum of seven (7) valved outlets (capable of flowing 3 gpm each); evenly spaced on a minimum 1-1/2" pipe. All materials used for plumbing the canteen filling stations must be constructed of food grade materials or acceptable metal (brass, aluminum, stainless steel, or copper). Must have effective backflow prevention (check valves), and dispensing spouts or hose bibs (threaded faucets require vacuum breakers).

All potable water and gray water vehicles shall have:

- (a) An audible reverse warning device (backup alarm) of 89 decibel or greater measured at 5 feet behind and in the center of the equipment.
- (b) A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- (c) Approved spark arrester on all naturally aspirated engines
- (d) Seat belts
- (e) Flashlight

No potable or gray water truck shall exceed the manufacturer's GVWR or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear and total GVWR at the pre-season and incident inspections. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted. Vehicles without GVWR and GAWR ratings will be rejected at the pre-award inspection and will have to reschedule another regular inspection time and/or location when certification is acquired.

Tanks which exceed the GVWR or GAWR of the vehicle when fully loaded shall have a site gauge (does not apply to vacuum trucks) which shows the amount of water that can be contained in the tank to meet the manufacturer's GVWR and GAWR (temporary fillers or spacers not allowed). Tank capacity shall be permanently modified to meet manufacturer's GVWR and GAWR and overflow devices shall not be allowed after January 1, 2010.

PAYMENT

- (a) Double Shift - equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when

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ordered, will be paid at 165% of the daily rate. (Not applicable to Trailer Mounted Handwashing Stations)

- (b) Daily Rate - Payment will be made on basis of calendar days (0001 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

TRANSPORTS

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

EQUIPMENT REQUIREMENTS

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

Equipment Typing

- Type 3 - rated at loads up to 35,000 lbs.
- Type 2 - rated at loads 35,001 to 69,999 lbs.
- Type 1 - rated at loads over 70,000 lbs.

Equipment Requirements

1. An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.
2. A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
3. Shovel
4. US Forest Service-qualified spark arrester on all naturally aspirated engines
5. All factory guards shall be in place and in functional condition (i.e. engine compartment) (applicable for heavy equipment)
6. Radiator protection (applicable for heavy equipment)
7. Seat belts
8. Flashlight
9. Water, 1 gal drinking
10. 5-person first aid kit
11. Personal Protective Equipment. Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be

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

Contractor shall be responsible for ensuring that all personnel arrive with the following:

Personal Protective Equipment (PPE)

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

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

Training/Experience

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

Additional Requirements for Transports

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

If transporting equipment as a for hire motor carrier, all transports shall have Carrier Insurance as required by 49 CFR 387 (Minimum levels of responsibility for motor carriers) and have Cargo Insurance commensurate with the types of cargo that is being hauled.

TRANSPORTATION

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Transports shall have current Department of Transportation (DOT) certification and be of sufficient and legal weight rating to transport the equipment.

Contractor is responsible for:

- a. Meeting all state and federal requirements, such as weight restrictions and hauling permits;
- b. All special permits;
- c. Providing all pilot cars when required by a permitting agency;
- d. A valid fleet insurance policy information card issued by an insurer;
- e. A valid insurance declaration page;
- f. A written insurance binder issued by the same agent as parent insurance.

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

PAYMENT

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. **MINIMUM DAILY GUARANTEE** - For any time under hire for at least 8 hours, the government will pay no less than the minimum daily guarantee, or the mileage rate, whichever is greater. If a resource is under hire for less than 8 hours during a calendar day, the amount earned for that day will not be less than one-half the minimum daily guarantee. **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.**
- c. **MILEAGE** - Payment shall be made for the mileage rate or minimum daily guarantee, whichever is greater.

VEHICLE WITH DRIVER

Services for vehicles with drivers for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

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EQUIPMENT REQUIREMENTS

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

Contractor Provided Equipment

- Vehicles shall be equipped with a spare tire, wheel wrench, jack, and fire extinguisher (2A 10BC).
- Adequate insurance for a commercial operation.
- All vehicles shall be configured to the manufacturer's original specifications.
- Modifications to vehicles that may result in the vendor not being awarded an agreement would be lift kits, aftermarket exhaust (i.e., glass packs), and other such modifications that would compromise the integrity of the vehicle.

Government Provided Equipment

Personal Protective Equipment – The government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not furnished by the Contractor, to operators performing within the scope of this agreement.

- a. Clothing: (1) Flame resistant pants and shirts; (2) Gloves (Either Nomex or chrome tanned leather, when not furnished by the contractor); (3) Hard hat; (4) Goggles or safety glasses.
- b. Equipment: (1) Fire shelter; (2) Headlamp; (3) Individual First-Aid Kit; (4) Other items, in addition to these three may be issued by the Government.

Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective equipment not returned by the government.

Mileage

In addition to the daily rate a mileage rate will be paid.

Training/Experience

1. One operator shall be provided, and must maintain a valid state driver's license.
2. All operators are required to have RT-130 Annual Fire Refresher including fire shelter.*
3. 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.
4. All operators shall be able to occasionally lift objects up to 30 pounds.

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5. All operators shall be able to operate the equipment safely up to the manufacturer’s limitations.

*Nomex and PPE will be provided by the Government.

PAYMENT

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. **Daily Rate** - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
- c. **Mileage** – Shall apply when equipment is under hire as ordered by the Government.

WATER TENDER (SUPPORT)

Services for Support Water Tenders for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

Equipment (vehicle, tank, pump, accessories, and equipment complement) shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the Contractor.

Equipment Typing

MINIMUM STANDARDS SUPPORT WATER TENDERS			
TYPE	1	2	3
REQUIREMENTS			
Tank Capacity (gallons)	4000	2500	1000
Minimum	NONE	3999	2499
Maximum			
Pump Minimum Flow (gpm)	300	200	200
@ rated pressure (psi)	50	50	50
Spray Bar or Equivalent*	Yes	Yes	Yes
Maximum Refill Time (minutes)	30	20	15
Drafting Capabilities	Yes	Yes	Yes
MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS			

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Personnel (minimum)	1	1	1
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***Spray bar or equivalent that operates with a pump, PTO or gravity fed on front and/or rear of water tender**

Equipment Requirements

- In addition to these requirements, engines and tenders shall meet all State Motor Vehicle Requirements.
- An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.
- Vehicles that have emergency lights may not use them when performing work under this Agreement unless directed in writing by the Incident Commander to do so.
- Tow-behind units are not acceptable for Engines or Tactical Water Tenders.
- No engine or water tender shall exceed the manufacturer's Gross Vehicle Weight Rating (GVWR) or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. **Fillers, spacers, and overflow devices to reduce the overall capacity of the tank shall not be allowed.** The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear and total GVWR for the incident inspection. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted.
- Baffling. The water tanks shall be equipped with partitions that reduce the shifting of the water load. Free Floating Baffle System - baffles which reduce the shifting of the water load AND do not compromise the structural integrity of the originally manufactured tank are acceptable. If a Free Floating Baffle System is used the vendor must submit data sheets which validates that the baffling is sufficient to meet the manufacturer's recommendation. All tanks shall comply with one (1) longitudinal baffle regardless of width and one (1) transverse baffle at a minimum of every 52". All baffles must cover 75% of the plane of the tank.
- Pump:
 - The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.
 - The pump may be an auxiliary powered pump or a power take-off pump. All pumps shall have a discharge pressure gauge. If the pump is of the positive displacement type, a bypass or pressure relief valve shall be provided. The pump shall meet minimum capabilities for the type of Contract Equipment as designated in Section D of this specification and Exhibit M.
 - The pump, as mounted, shall be capable of drafting water from a water source located 10 feet vertical distance below the pump head through the required 20 feet of suction hose. The Contractor may substitute a portable pump capable of meeting the fill times identified for that particular type of equipment.

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- All equipment inventory shall be permanently marked with vendor/company identification. In addition, the vendor is to maintain a complete inventory list, including any extra items they may be carrying.
- A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- Approved spark arrester on all naturally aspirated auxiliary engines
- Seat belts
- Flashlight
- Line gear shall be provided for contractor personnel to perform incident duties away from engine/tactical water tenders.
- Personal Protective Equipment. Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be cleaned at sufficient intervals to preclude unsafe working conditions. All personnel shall be wearing Personal Protective Clothing, including boots, upon arrival at the incident.

Contractor shall be responsible for ensuring that all personnel arrive with the following:

Personal Protective Equipment (PPE)

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

Additional Requirements for Support Water Tenders

- All three-axle water tenders shall have a GVWR and GAWR capable of handling 2500 gallons.
- All water tenders shall have a minimum of a 4" gravity dump valve located on the rear of the tank capable of dumping 90 % of the tanks contents into a standard folding tank. The valve shall be plumbed to allow the flow of water over any rear bumper protection into the folding tank.

Minimum Tender Inventory

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- 1 – Handheld Programmable Radio
- 1 – Nozzles, comb fog/straight stream, 1 ½” NH Female
- 1 – Reducer, 1 ½” NH female to 1” NPSH Male
- 1 – Shovels, size 0 or 1
- 1 – Pulaskis
- 1 – Spanner Wrench, combination 1 ½” to 2 ½”
- 1 – Adjustable Hydrant Wrench
- 2 – Adapters 1 ½” NPSH Female to 1 ½” NH Male
- 2 – Adapters 1 ½” NH Female to 1 ½” NPSH Male
- 2 – Reducers 2 ½” NH Female to 1 ½” NH Male
- 1 – Double Male 1 ½” NH
- 1 – Double Female 1 ½” NH
- 1 – Gated Wye 1 ½” NH
- 1 – Fire Hose Clamp 2 ½”
- 100’ – 1 ½” cotton/synthetic hose NH thread
- 50’ – 2 ½” cotton/synthetic hose NH thread
- Reflective Triangles, bi-directional, set of 3
- Fire Extinguisher, 1 rated at 2A 10BC or better
- 1 – First Aid Kit (5 person)
- 2 – each Wheel chocks (see Definitions)
- 1 – each Portable Hand Lights
- Seat Belt for all passengers
- Minimum 4” Dump Valve at bottom of tank (min. 34” from ground)
- Tires minimum 4/32” tread, front and rear
- Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)

Training/Experience

- (1) RT-130 Annual Fireline Refresher including fire shelter
- (2) Commercial Drivers License, when required.
- (3) All operators shall be able to operate the equipment safely up to the manufacturer’s limitations.

PAYMENT

- a. **Double Shift** equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.
- b. **Daily Rate** - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

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WATER TENDER (TACTICAL)

Services for Tactical Water Tenders for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

Equipment Typing

MINIMUM STANDARDS TACTICAL WATER TENDERS		
TYPE	1	2
REQUIREMENTS		
Tank Capacity (gallons)	2000	1000
Minimum	NONE	1999
Maximum		
Pump Minimum Flow (gpm)	250	250
@ rated pressure (psi)	150	150
Hose (feet)	100	100
Live Hose Reel ¾" ID		
Spray Bar or Equivalent*	Yes	Yes
Pump and Roll	Yes	Yes
Foam Proportioner System	Yes	Yes
Drafting Capabilities - MAY USE PORTABLE PUMP THAT MEETS MINIMUM STANDARDS	Yes	Yes
Personnel (minimum)	2	2

***Spray bar or equivalent that operates with a pump, PTO or gravity fed on front and/or rear of water tender**

Equipment Requirements

- In addition to these requirements, engines and tenders shall meet all State Motor Vehicle Requirements.
- An audible reverse warning device (backup alarm) of 87 decibel or greater measured at 5 feet behind and in the center of the equipment.
- Vehicles that have emergency lights may not use them when performing work under this Agreement unless directed in writing by the Incident Commander to do so.
- Tow-behind units are not acceptable for Engines or Tactical Water Tenders.
- No engine or water tender shall exceed the manufacturer's Gross Vehicle Weight Rating (GVWR) or Gross Axle Weight Rating (GAWR) per axle when the vehicle is fully loaded and equipped. **Fillers, spacers, and overflow devices to reduce the overall**

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capacity of the tank shall not be allowed. The vehicle GVWR plate should be on the driver's side doorpost, driver's door, or in the glove compartment. If missing or illegible, the Contractor shall provide a GVWR certificate from manufacturer stating front, rear and total GVWR for the incident inspection. Only a written verifiable GVWR from the manufacturer or final stage manufacturer will be accepted.

- Baffling. The water tanks shall be equipped with partitions that reduce the shifting of the water load. Free Floating Baffle System - baffles which reduce the shifting of the water load AND do not compromise the structural integrity of the originally manufactured tank are acceptable. If a Free Floating Baffle System is used the vendor must submit data sheets which validates that the baffling is sufficient to meet the manufacturer's recommendation. All tanks shall comply with one (1) longitudinal baffle regardless of width and one (1) transverse baffle at a minimum of every 52". All baffles must cover 75% of the plane of the tank.
- Pump:
 - The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.
 - The pump may be an auxiliary powered pump or a power take-off pump. All pumps shall have a discharge pressure gauge. If the pump is of the positive displacement type, a bypass or pressure relief valve shall be provided. The pump shall meet minimum capabilities for the type of Contract Equipment as designated in Section D of this specification and Exhibit M.
 - The pump, as mounted, shall be capable of drafting water from a water source located 10 feet vertical distance below the pump head through the required 20 feet of suction hose. The Contractor may substitute a portable pump capable of meeting the fill times identified for that particular type of equipment.
- All equipment inventory shall be permanently marked with vendor/company identification. In addition, the vendor is to maintain a complete inventory list, including any extra items they may be carrying.
- A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- Approved spark arrester on all naturally aspirated auxiliary engines
- Seat belts
- Flashlight
- Line gear shall be provided for contractor personnel to perform incident duties away from engine/tactical water tenders.
- Personal Protective Equipment. Contractor shall be responsible for ensuring all personnel arrive at the incident with the proper Personal Protective Clothing and Equipment as prescribed in the agreement. Contractor shall be responsible for ensuring the Personal Protective Equipment is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be maintained in good repair, and be

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

Contractor shall be responsible for ensuring that all personnel arrive with the following:

Personal Protective Equipment (PPE)

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

Additional Requirements for Tactical Water Tenders

- All three-axle water tenders shall have a GVWR and GAWR capable of handling 2500 gallons.
- All water tenders shall have a minimum of a 4" gravity dump valve located on the rear of the tank capable of dumping 90 % of the tanks contents into a standard folding tank. The valve shall be plumbed to allow the flow of water over any rear bumper protection into the folding tank.
- Tactical Water Tenders shall be equipped with a foam proportioner.
- A Tactical Water Tender could also be a Support Water Tender. If the vendor does have equipment that meets multiple resource categories, they will be required to submit a resource category form for each resource category they are offering.

Minimum Tender Inventory

- 1 - live Hose Reel min. 100' of 1" hose non-collapsible w/3/4" inside diameter
- 1 - Handheld Programmable Radio
- 1 - Nozzles, comb fog/straight stream, 1 1/2" NH Female
- 2 - Shovels, size 0 or 1
- 2 - Pulaskis
- 1 - Spanner Wrench, combination 1 1/2" to 2 1/2"
- 1 - Adjustable Hydrant Wrench
- 2 - Adapters 1 1/2" NPSH Female to 1 1/2" NH Male
- 2 - Adapters 1 1/2" NH Female to 1 1/2" NPSH Male
- 2 - Reducers 2 1/2" NH Female to 1 1/2" NH Male
- 1 - Reducer, 1 1/2" NH female to 1" NPSH Male
- 1 - Double Male 1 1/2" NH

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- 1 – Double Female 1 ½” NH
- 1 – Gated Wye 1 ½” NH
- 1 – Fire Hose Clamp 2 ½”
- 200’ - 1 ½” cotton/synthetic hose NH thread
- 50’ - 2 ½” cotton/synthetic hose NH thread
- 10 – Fusee’s (fire starter)
- 2 – Line Gear (Day Pack)
- Reflective Triangles, bi-directional, set of 3
- Fire Extinguisher, 1 rated at 2A 10BC or better
- 1 – First Aid Kit (5 person)
- 2 – each Wheel chocks (see Definitions)
- 2 – each Portable Hand Lights
- Seat Belt for all passengers
- Minimum 4” Dump Valve at bottom of tank (min. 34” from ground)
- Tank meets baffling requirements specified in D.2.1.2
- 2 ½” valve at bottom of tank with NH hose threads
- All wheel drive (circle one) 4-wheel drive must have mud and snow tread on all wheels
- All season mud and snow tread with minimum 4/32 tread, front and rear
- Tire load ratings in accordance with vehicle GVWR
- Full size spare tire and wheel with changing equipment that shall fit any position or a spare tire for front and rear axle, minimum 4/32” tread
- Back up Alarm (87 Decibels measured at 5 feet) & back up lights (2)

Training/Experience

- (1) RT-130 Annual Fireline Refresher including fire shelter
- (2) Commercial Drivers License, when required.
- (3) All Tactical Water Tender and Engine personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1 and qualifications carded in accordance with Exhibit N and Exhibit O, Training and Positions Qualifications Requirements. This does not apply to Support Water Tender personnel.
- (4) All operators shall be able to operate the equipment safely up to the manufacturer’s limitations.

The Contractor shall furnish wildland water tenders (**tactical**), consisting of two (2) personnel to include:

Number	Personnel Title	Tactical Tender
1 ea	Firefighter Type 1	All Types
1 ea	Firefighter Types 1 or 2 (FFT1 or FFT2)	All Types

PAYMENT

- a. **Double Shift** equipment is staffed with two operators or crews (one per shift). There will be no compensation for a double shift unless a separate operator is ordered in writing for

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the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.

- b. **Daily Rate** - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

WEED WASHING UNIT

Weed Washing Units for use on a local, Regional and Nationwide basis. The Contractor is responsible for all equipment, transportation to/from incident, and setup/take down necessary to meet or exceed the Agreement specifications.

EQUIPMENT REQUIREMENTS

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

Weed Wash Containment Station Equipment

WASH SYSTEMS SHALL BE HIGH PRESSURE WITH LOW VOLUME AND MAY BE SUPPLEMENTED WITH LOW PRESSURE WITH HIGH VOLUME. HIGH PRESSURE SYSTEMS HAVE WATER PRESSURES DESIGNATED ABOVE 1000 POUNDS PER SQUARE INCH (PSI), WHILE HIGH VOLUME SYSTEMS DELIVER 10 GALLONS OF WATER PER MINUTE OR MORE.

Type 1 – Self-Contained with Recycling Water System

Type 2 – Self-Contained with Non-Recycling Water System

Standard method of hire: Daily rate which includes fully operated equipment, delivery, pickup, servicing, and mileage to/from site.

1. The Host Agency will:
 - a. Determine weed wash needs and type of unit(s) used and area(s) of placement.
2. The Government will:
 - a. Provide wash water to the wash site.
 - b. Remove waste water.
 - c. Remove solid waste or designate an appropriate disposal site.
 - d. Inspect washed equipment to ensure that the wash station meets agreement requirements. If the wash station does not meet the expectations of the government, it may be removed and replaced with a different system.

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3. The Contractor shall:
 - a. Thoroughly wash all vehicles and equipment to remove all soil, plant parts and seeds. Vehicles and equipment include, but are not limited to fire engines, heavy equipment, logging equipment, transports, pickups, SUVs and sedans;
 - b. Ensure that contractor services include, but are not limited to, the removal of all mud, caked dirt, and vegetative parts off of the undercarriage, cross members, frame, skid plates, belly pans, wheels, treads, tracks, suspension, bumpers, wheel wells, radiator grills, and the ledges on the inside of rear and front bumpers;
 - c. Visually and manually inspect hard to reach areas to ensure that they are clean;
 - d. Inspect and wash all soil and plant parts off of drafting hoses and drafting gear on engines and water tenders;
 - e. Ensure that the system used does not cause damage to the paint or electrical connections of vehicles and equipment being washed;
 - f. Keep the wash station in repair and fully operational during the designated assignment;
 - g. Capture, package and label solid waste in secure, easily transportable containment packages/devices, approved by the government representative at the incident, and place them at a location specified by the government. Containers/packages of solid waste shall weigh no more than 50 lbs each;
 - h. Maintain a daily record of all washed vehicles. The contractor shall use government forms, if required by the government.

4. THE CONTRACTOR SHALL NOT:

- A. **DISPOSE OF SOLID WASTE UNLESS AN ACCEPTABLE DISPOSAL SITE IS DESIGNATED BY THE GOVERNMENT FOR THE WASTE TO BE DISPOSED OF; OTHERWISE THIS IS THE RESPONSIBILITY OF THE GOVERNMENT (THE INTENTION IS TO ENSURE PROPER DISPOSAL).**

Minimum Requirements - Type 1 Self-Contained with Recycling Water System

1. Portable commercial power washers with two hand-held, high pressure wands/nozzles. These nozzles must be suitable to wash 100% of the underbody surfaces.
2. Underbody washer. The underbody washing system must have nozzles that can be directed to within 45 degrees of vertical. The spray from these nozzles must be able to cover 100% of the underbody surfaces.
3. A wash water storage tank. The wash water storage tank shall have adequate capacity to operate the wash system continuously for a minimum of two hours.
4. Waste water shall be contained by the wash system. All wash residues shall be removed from the tracking surfaces of the vehicle being washed before vehicle exits system to prevent contamination to the exiting vehicle.
5. Wash water shall be filtered to a minimum of 100 microns, or use a clean water final rinse. Contractor is responsible for maintaining the quality of the recycled water to

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ensure clean and safe washed equipment. Contractor shall maintain the containment system in a functional condition at all times. Prior to disposal, all waste water shall be filtered to 100 microns or smaller particle size. Waste water shall be disposed of in accordance with wastewater requirements of the authority having jurisdiction.

6. Contractor shall place solid waste in a secure, easily transportable (not to exceed 50 lbs) containment device in consultation with the ground support or resource advisor on the incident. Solid waste shall be disposed of by the host agency unless an appropriate disposal site has been identified by the government. In that case, the contractor shall dispose of the solid waste at this designated site.
7. Process time to wash a single wildland fire engine shall not exceed 5 minutes average for any 10 fire engines (i.e., 12 engines per hour).
8. The contractor shall provide at least two (2) skilled operators to perform operations. The operators shall be knowledgeable in the safe operation, maintenance, and repair of the wash system. Operators shall be able to demonstrate knowledge, skills, and abilities to manage all waste products from the washer system. These personnel shall be present at all times during the incident operational periods, and are responsible for the safe operation of the wash station.
9. The wash system must be able to accommodate equipment up to 10' wide.
10. Two, 1000 watt halogen work lights on stands and GFI module.
11. The wash system must comply with all applicable OSHA regulations related to operator safety and all segments of the washer must be in operating condition with no missing parts. All alternating current electric motors shall be listed with Underwriters Laboratory.

Minimum Requirements - Type 2: Self-Contained with Non-Recycling Water System (this may be a direct-draining or remote discharge system)

1. Portable commercial power washer with two hand-held, high pressure wand/nozzles. These nozzles must be suitable to wash 100% of the underbody surfaces.
2. A wash water storage tank. The wash water storage tank shall have adequate capacity to operate the wash system continuously for a minimum of two hours.
3. Waste water shall be disposed of in accordance with waste water requirements of the authority having jurisdiction.
4. Remote discharge systems shall have an adequate means to pump all waste water at least 200' from the wash station. Prior to disposal, all waste water shall be filtered to a minimum of 100 microns or smaller particle size, or through dewatering bags fabricated from Amoco 4553 or equivalent geotextile cloth, having a maximum apparent opening size of 150 microns.
5. Direct draining systems shall utilize Amoco 4553 or equivalent geotextile cloth, having a maximum apparent opening size of 150 microns. This cloth shall withstand heavy truck traffic. A 15' wide by 40' piece shall be supplied by the contractor and shall be installed on a pad of gravel or a well-drained surface that is provided by the host agency. Contractor shall maintain the mat in a functional condition at all times. All solid waste

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greater than 150 micron size, including all geotextile cloth pieces, shall be placed in a secure, easily transportable containment (not to exceed 50 lbs) device in consultation with the ground support or resource advisor on the incident. Solid waste shall be disposed of by the host agency unless an appropriate disposal site has been identified by the government. In that case, the contractor shall dispose of the solid waste at this designated site.

6. Process time to wash a single wildland fire engine under normal conditions shall not exceed 8 minutes average for any 10 engines (i.e., 7.5 engines per hour).
7. The contractor shall provide at least two (2) skilled operators to perform operations. The operators shall be knowledgeable in the safe operation, maintenance, and repair of the wash system. Operators shall be able to demonstrate knowledge, skills, and abilities to manage all waste products from the washer system. These personnel shall be present at all times during the incident operational periods, and are responsible for the safe operation of the wash station.
8. The wash system must comply with all applicable OSHA regulations related to operator safety and all segments of the washer must be in operating condition with no missing parts. All alternating current electric motors shall be listed with Underwriters Laboratory.
9. The wash system must be able to accommodate equipment up to 10' wide.
10. Two (2), 1000 watt halogen work lights on stands and GFI module.
11. The system may have:
 - a. A mechanical underbody washer. The underbody washing system must have nozzles that can be directed to within 45 degrees of vertical. The spray from these nozzles must be able to cover 100% of the underbody surfaces.
 - b. An additional operator, skilled and knowledgeable in the safe operation, maintenance and repair of the wash system. Operators shall be able to demonstrate knowledge, skills and abilities to manage all waste products from the washer system. These personnel shall be present at all times during the incident operational periods, and are responsible for the safe operation of the wash station.

PAYMENT

- a. On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- b. Daily Rate - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.