

OBJECTIVE

This chapter sets forth procedures governing emergency incident acquisition operations. Specific and complete guidelines for acquisition are available from the incident agency acquisition office

AUTHORITY

Federal agencies authority is derived from the Federal Property and Administrative Services Act of 1949, 41 U.S.C. 253, as amended. State authorities are derived under the specific statutes for each state.

DELEGATIONS OF PROCUREMENT AUTHORITY

Delegations of procurement authority for an incident shall be made in accordance with agency policy. Delegations of authority issued by federal agencies may be honored as authority to procure in interagency incident situations. It is incumbent on ordering officials to request and permit only those with the properly delegated procurement authority to be assigned as procurement officers. Warranted procurement officers shall provide a copy of their warrant and delegated procurement authority to the incident agency and must adhere to their own agency regulations.

POLICY

Generally, agencies shall promote competition to the maximum extent possible, requesting quotations/offers from as many potential sources as is practicable under the circumstances. Where appropriate, federal agencies shall use simplified acquisition procedures (41 U.S.C. 253(g)).

Federal Acquisition Regulation (FAR) Part 3.6 prohibits contracts with government employees, including casual hires as they are considered government employees. This precludes agencies, incident management teams or incident support units from entering into EERAs or other federal contracts with federal government employees. The agency head (Washington Office level), or a designee not below the level of the head of the contracting activity, may authorize an exception to the policy only if there is a most compelling reason to do so, such as when the government's needs cannot reasonably be otherwise met. (FAR 3.602) Written determination and findings of the exception must be documented.

RESPONSIBILITIESIncident agency responsibilities:

- Establish and annually update a Service and Supply Plan.
- Provide incident agency specific acquisition guidelines to the incident management team (IMT) and incident support units.
- Determine the need for additional acquisition personnel with applicable procurement authority (e.g., buying team, contracting officer, purchasing agent).

Procurement Unit Leader responsibilities:

- Administer all financial matters pertaining to vendor agreements.
- Implement incident agency policy and ensure compliance with policy and procedures found in this handbook.
- Supervise the equipment time recorders and other procurement unit staff.
- Coordinate with the incident support units to ensure the needs of the incident agency and incident management team (IMT) are met.

Buying team responsibilities:

- Support incident procurement through coordination with the incident agency administrative staff. (Reference Chapter 40 on Buying Team Coordination)
- Coordinate with dispatch and IMT to establish procedures for filling and documenting resource orders for services, supplies, and equipment from the open market and established sources.
- Provide the incident agency with acquisition documentation established during the incident assignment.

- Coordinate with the incident agency and IMT to ensure incident agency procurement regulations and property accountability requirements are met.

DEFINITIONS

Definitions used throughout this handbook are located in Appendix C - Glossary.

Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR) – An individual designated by the contracting officer to provide technical support for the contract within specific authority and limitations as specified in the delegation. The COTR/COR must be agency certified.

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

Emergency Equipment Rental Agreement (EERA) – An agreement written at an incident using an OF-294. The duration is for the length of the incident only.

Incident Blanket Purchase Agreement (I-BPA) – A preseason agreement for equipment, supplies, or services to be used on fire and all-hazards incidents, issued on an SF-1449 form. I-BPAs are awarded on a competitive basis using commercial item procedures.

Incident Contract Project Inspector (ICPI) – An individual responsible for inspecting contracted resources to ensure compliance with the contract/agreement requirements.

Wet – The contractor furnishes all equipment operating supplies.

Work Rate – A daily, hourly, or mileage rate shall apply when equipment is under hire as ordered by the government and on shift, including relocation of equipment under its own power.

- Daily Rate – is defined as paid on a calendar day basis (0001-2400).
- Single Shift - equipment is staffed with 1 operator or crew. A normal shift could be up to 16 hours long and may cross calendar days.

- 1 • Double Shift - equipment is staffed with 2 operators or crews (1 per
2 shift) and must be ordered and documented on a resource order.
3 (Reference OF-294 general clauses for payment information.)
4 Regardless of hiring method, on-shift time for operated equipment will
5 be recorded with clock hours on the appropriate document, e.g.,
6 equipment hired under a daily rate will be posted with start and stop
7 time for daily work.
8

9 **REQUISITIONING PROCEDURES**

10 **Incident Requisitioning Procedures**

11 Request for goods and services must be supported by a resource order or
12 requisition in accordance with incident agency policy. Incident personnel
13 requisition supplies, equipment, and services on a Resource Order form (Exhibit
14 24). The Resource Order form is used in lieu of agency requisition forms.
15
16

17 **INCIDENT AGENCY SERVICE AND SUPPLY PLAN**

18 Incident agencies shall maintain a Service and Supply Plan that identifies local
19 resources. These plans should be established preseason. When appropriate,
20 agencies located in the same geographic area should coordinate and develop
21 interagency service and supply plans. Incident agencies provide this plan to
22 incident management teams and incident support units, e.g., buying team,
23 administrative payment team and expanded dispatch.
24
25

26 Include the following in the Incident Agency Service and Supply Plan:
27

- 28
- 29 • Incident Blanket Purchase Agreements, SF-1449, including Service
30 Contract Act wage rates for the area.
 - 31
 - 32 • Land Use and Facility Rental Agreements.
 - 33
 - 34 • Blanket Purchase Agreements.
 - 35
 - 36 • Other agency contracts.
 - 37
 - 38 • Available local open-market sources. List sources for heavy-demand
39 items, such as bottled water, food items and food service (including
40 menus), hand tools, fuel, and vehicle and equipment rentals and repairs.

- 1 • Local interagency agreements and operating plans.
- 2
- 3 • Geographic area supplement for standard emergency equipment rental
- 4 rates covering different types of equipment and vehicles.
- 5
- 6 • Geographic area supplemental food policy, which may restrict the
- 7 national policy.
- 8
- 9 • Geographic area Administratively Determined (AD) Exception Position
- 10 rates.
- 11
- 12 • Local warehouse inventory of non-cache items, e.g., chairs, fax
- 13 machines, phones, coolers.
- 14
- 15 • Contact names and telephone numbers for incident agency acquisition
- 16 staff, geographic area cache and local warehouse/cache, etc.
- 17

18 **SOURCES OF SUPPLY**

19
20 The procurement officer shall evaluate the availability of goods and services,
21 price, and delivery costs, and select the source that best meets incident needs,
22 including but not limited to the following:
23

24 **National Cache System**

25
26 Common and special purpose incident items are stocked as part of the National
27 Cache System at Category I and Category II caches. Orders for items needed
28 for the incident and for immediate stock replenishment should be directed to the
29 appropriate cache using the dispatch coordination system.
30

31 **General Service Administration (GSA)**

32
33 GSA publishes a Wildland Fire Suppression catalog geared to the needs of
34 agencies involved in fire suppression. Where required delivery can be met,
35 GSA is the mandatory source of supply for federal agencies. Local procurement
36 of items stocked by GSA may be made only to satisfy immediate incident needs.
37

38 GSA Federal Travel Regulations (FTR) preclude federal agencies from
39 procuring contract fare tickets, rentals, lodging, or travel advances for
40 contractors and their employees. Government travel authorizations shall not be
41 issued to contractors and their employees. Federal agencies may reimburse

1 contractors for travel costs per contract provisions. The federal government may
2 charter aircraft to provide transportation and may provide subsistence to the
3 contractor/contractor employees while at the incident, e.g., meals, lodging, as
4 long as these acquisitions are processed through “normal” procurement methods,
5 e.g., purchase order, contract, BPA, and not through established GSA or
6 Department of Defense contracts for passenger transportation, car rentals, and
7 lodging facilities.

8 9 **National Contracts**

10
11 The following national contracts are established for interagency use. These
12 sources are mandatory for federal wildland firefighting agencies and are
13 available for use by states and other federal agencies. Reference the National
14 Interagency Mobilization Guide for ordering procedures. Contracts are
15 available electronically at www.fs.fed.us/fire/contracting.

- 16
17 • Airtanker services.
- 18
19 • Type I and Type II helicopter services.
- 20
21 • Aircraft services for transport and smokejumper transport.
- 22
23 • Portable retardant base equipment rental.
- 24
25 • Bulk retardant.
- 26
27 • Type 2-IA National Crews
- 28
29 • Mobile Food and Shower Services. The administration of the National
30 Mobile Food and National Mobile Shower Facilities contracts is the
31 joint responsibility of the USDA-FS-NIFC Contracting Unit and the
32 using agency. A list of designated COTRs and Project Inspectors for
33 these 2 National Contracts is available electronically at
34 www.fs.fed.us/fire/contracting. The incident agency or IMT should
35 order a designated Contracting Officer’s Technical Representative
36 when additional contract administration assistance is needed beyond
37 the IMT’s capabilities.
- 38
39 ○ The National Mobile Food Services Contract is used any time
40 mobile food services are needed for federal wildland fire
41 incidents in the western United States. The Federal Wildland

1 Fire Agencies are obligated to order services from the
2 National Mobile Food Service Units (MFSU) Contractors any
3 time (1) the number of people to be fed is at or above 150
4 persons per meal and (2) the headcount is estimated to remain
5 at those numbers, or greater, for at least 72 hours from when
6 the headcount first reaches 150 per meal, provided the
7 contractors can reasonably meet the incident's time frames.
8

9 MFSU may also be ordered for other types of incidents at the
10 government's option. State and other federal cooperators may
11 also utilize this contract at their option.
12

- 13 ○ The National Mobile Shower Facilities Contract is the
14 mandatory source for federal wildland firefighting incidents
15 whenever there is a need to order mobile shower facilities.
16 These are requirement contracts with no minimum order
17 thresholds.
18

19 Reference www.fs.fed.us/fire/contracting for additional national
20 contracts that may be available for use.
21

22 ACQUISITION METHODS

23
24 Purchases shall be made by the most efficient method and in accordance with
25 incident agency procedures. On long duration incidents, procurement officials
26 should consider negotiating a new agreement for non-solicited equipment to
27 obtain reasonable rates. The incident/project order and request numbers must be
28 included on all acquisition documents (including convenience checks and
29 government charge card receipts). Emergency incident acquisition methods,
30 which are different from standard acquisition procedures, are described below.
31

32 Government Charge Cards and Convenience Checks

33
34 Government charge card holders and convenience check writers are responsible
35 for maintaining proper records of purchases and adhering to incident agency
36 policy. Micro-purchase thresholds still apply on emergency incidents. If a
37 purchase exceeds this threshold a government procurement instrument must be
38 used, e.g., purchase order, BPA. A warranted contracting officer may make
39 payment with a government charge card. Personnel not assigned to a buying
40 team or other purchasing support position must obtain authorization from the
41 Finance/Administration Section Chief or Procurement Unit Leader to use the

1 government charge card and convenience checks on the incident. Personnel
2 assigned to an incident away from their official duty station retain the original
3 purchase documentation and provide a copy of the documentation to the incident
4 agency. Personnel supporting an incident at their official duty station, but not
5 officially assigned, provide copies of purchase transactions for the official
6 incident record per agency requirements.
7

8 **Land-Use and Facility Rental Agreements**

9

10 Simplified acquisition procedures should be used to acquire the use of property
11 or facilities for emergency incidents. Emergency incident agreements do not
12 require special leasing authority. Procurement officials with warrant authority
13 may enter into these agreements. Agreements must be negotiated and signed.
14 No-cost land use agreements are not binding or valid. If an agreement is
15 established with consideration, e.g., grass seed, field use for incident base camp,
16 fence repair, the agreement is therefore binding.
17

18 The rental requirements are usually short term, for an undefined period, and
19 open only during the length of the incident. Land use agreements can be
20 negotiated pre-season. Negotiations should be made considering potential length
21 of the incident and provide for varying rates based on longer periods of time.
22 When drafting land use or facility rental agreements, include the following
23 information (Appendix B – Tool Kit).
24

- 25 • Complete description of facilities/land, including specific location and
26 boundaries.
- 27
- 28 • The intended use, including any owner restrictions.
- 29
- 30 • The agreed-to rate and the specific utilities included or not included in this
31 rate.
- 32
- 33 • Provisions for making alterations to facilities/land.
- 34
- 35 • Restoration requirements.
- 36
- 37 • Condition of facilities/land. The landowner/authorized individual and
38 government representative(s) jointly perform and document a pre- and post-
39 use physical inspection.
- 40
- 41 • Terms for loss, damage, or destruction of property.

- 1 • Applicable contracting terms and conditions as required by the incident
2 agency. Federal and state terms and conditions may vary.
3

4 **Equipment Rental**

5
6 Preseason competed agreements shall be used for extended attack as the first
7 source for equipment rentals. To avoid duplication and ensure coordination
8 among agencies, where agency procedures permit, only 1 preseason agreement
9 should be initiated with each contractor for the same piece of equipment.
10

11 If competed equipment is not available, it is appropriate to use an incident-only
12 EERA for the rental of equipment, property, and animals. Should the need arise
13 for incident-only agreements, the following process will apply.
14

15 **ORDERING EQUIPMENT**

16
17 Reference ordering under the EERA and I-BPA Administration Section and the
18 National Interagency Mobilization Guide Chapter 20.
19

- 20 • Existing agreements for equipment ordered through the resource
21 ordering system and arriving from outside of the local area should be
22 honored and should not be renegotiated. Generally, contractors' cost of
23 doing business is established at their home base and does not change
24 when they travel to incidents outside their geographic area.
25
- 26 • Fire chasing is equipment not ordered through the resource ordering
27 system. If it arrives at an incident it should only be used if there is a
28 bona fide need and time does not permit ordering through established
29 channels. In those circumstances, apply the following guidelines:
30
- 31 ○ Prior to use, establish a resource order to document the need.
32
 - 33 ○ Equipment with an existing agreement. Agencies are not obligated
34 to honor rental agreements for equipment not ordered through the
35 resource ordering system. If the terms, conditions, and rates are
36 considered to be reasonable, the existing agreement may be used.
37 If the rate is significantly higher than local agreements and/or
38 geographic area estimates, a new agreement shall be established
39 for the incident only.
40

- 1 ○ Equipment without an existing agreement. Refer the matter to a
2 warranted contracting officer, e.g., Procurement Unit Leader or
3 buying team contracting officer for establishment of an agreement
4 using local geographic area estimates.
5
- 6 ○ Any new agreement shall be valid for the duration of that specific
7 incident only. The contracting officer shall indicate the incident
8 name and number in the effective dates, e.g., “for the XXX
9 incident only”.
- 10
- 11 ○ Point of hire should be the incident. **Compensation for travel to**
12 **and from the incident will not be allowed.**
13
- 14 ● **Demobilization.** When demobilizing contract equipment, vendors
15 awarded an agreement as a result of competitive solicitations, shall be
16 given priority to remain on the incident over resources with incident
17 only agreements, unless the IC determines it is necessary to deviate
18 based on a specific incident need or objective. Reference the National
19 Interagency Mobilization Guide, Chapter 20.
20

General Guidelines for Equipment Hire

21
22
23 At the time of sign-up, the procurement officer is responsible to:

- 24
- 25 ● Discuss the terms and conditions of the agreement with the contractor.
26 Agreements should specify exactly what is included in the rental rate.
27
- 28 ● Discuss by signing the agreement, the contractor agrees to comply with
29 all the terms and conditions and failure to do so will result in release
30 from the incident and possible termination.
31
- 32 ● Emphasize federal, state, or local laws and regulations will apply
33 regardless of the nature of the emergency. These include but are not
34 limited to:
35
- 36 ○ State Workers’ Compensation Laws
37 ○ U.S. Department of Labor Service Contract Act
38 ○ Federal Motor Carrier Safety Regulations
39 ○ Fair Labor Standards Act (FLSA)
40 ○ Occupational Safety and Health Administration (OSHA)
41 Regulations

- 1 • Discuss current work/rest and length of assignment policies (Reference
2 Chapter 10).
3
- 4 • For equipment hired with operator, discuss the contractor's workers'
5 compensation obligations and liability coverage (validate coverage with
6 contractor documentation). If the contractor is other than
7 owner/operator, e.g., intends to hire operators as employees, and cannot
8 document worker's compensation coverage the resource shall be
9 declined and another supplier utilized.
10
- 11 • Discuss incident behavior responsibilities with the contractor. The
12 contractor and their employees shall comply with all established
13 incident behavior responsibilities. The Incident Behavior form (PMS
14 935, Exhibit 10) is located in the Exhibits. This includes, but is not
15 limited to, the following policy:
16

17 It is extremely important that inappropriate behavior be recognized and
18 dealt with promptly. All forms of harassment, including sexual and
19 racial harassment, are inappropriate behavior. **Harassment in any
20 form will not be tolerated.** Non-prescription unlawful drugs and
21 alcohol are not permitted at the incident. Possession or use of these
22 substances will result in the contractor being released from the incident.
23 During off-incident periods, personnel are responsible for proper
24 conduct and maintenance of fitness for duty. Drug or alcohol use
25 resulting in being unfit for duty will normally result in the contractor
26 being released from the incident.
27

28 Sexual harassment is defined as unwelcome sexual advances, requests
29 for sexual favors, and other verbal or physical conduct of a sexual
30 nature. These constitute sexual harassment when (1) submission to
31 such conduct is made either explicitly or implicitly a term or condition
32 of an individual's employment, (2) submission to or rejection of such
33 conduct by an individual is used as the basis for employment decisions
34 affecting such individual, or (3) such conduct has the purpose or effect
35 of unreasonably interfering with an individual's work performance or
36 creating an intimidating, hostile, or offensive working environment.
37 (29 CFR 14 1604.11)

- Note on the face of the EERA whenever there are deviations or supplementation to the EERA general clauses, including the applicable terms and conditions and how to obtain copies of these requirements.

HIRING METHODS

Most equipment should be obtained through a preseason competitive solicitation process. Follow agency guidelines. Additionally, geographic areas should issue a supplement to establish standard equipment rental rates, which reflect area costs, economics, and market conditions for equipment that is not competitively solicited or is hired at an incident. Reference Exhibit 23 for Equipment and Method of Hire National Standards.

Incident-Only EERAs

An agency warranted Contracting Officer may award EERAs at the incident depending on need. EERAs negotiated at an incident will only be in effect until the end of the incident. Incident-only EERAs may not be awarded unless competitive agreements are exhausted or unavailable for the date and time needed.

- Incident COs shall refer to geographic area estimates based on where the incident is located to establish incident-only rates for EERAs.

The following sequence may be considered by the incident Contracting Officer for incident negotiated sign-up of equipment/services or use their business and contracting experience to negotiate a reasonable rate:

- It is recommended geographic areas utilize the standard 90% rate established to negotiate an incident only rate. The 90% reports can be found at <http://www.fs.fed.us/business/incident/viprreports.php>
- Call the geographic area contracting officer responsible for preseason equipment/services for assistance for incident only negotiated rates.
- Determine if the vendor has standard commercial rates for the equipment/services or if there are commercial rates established for similar equipment in the area, e.g., backhoes, bobcats, etc. These rates will be a starting point to establish fair and reasonable rates to be used for the incident. Service Contract Act wage rates, longer

1 hours and working environment/conditions, especially if equipment
2 comes with operator, can be taken under consideration.

3
4 ○ Other factors to consider:

- 5
6 ■ Direction on the use of hourly/daily rates for each type of
7 equipment will be determined by IIBM, Chapter 20 and
8 supplements.
9
10 ■ Determine the labor cost (all-inclusive) when hiring with
11 operator(s). Use the current revision of Wage
12 Determination, Emergency Incident/Fire Safety Services,
13 as a guide for operator hourly rates.
14

15 **UNIQUE ITEMS**

16
17 Normal purchasing restrictions apply to emergency incident operations.
18 However, special circumstances exist which may necessitate the acquisition of
19 unique items, e.g., copy machines, facsimile machines, and computers, goods, or
20 services, e.g., medical providers. Incident agency procedures will be followed.
21

22 Printing and copying may be purchased commercially, without a waiver from
23 the Government Printing Office (GPO), if the materials are of an administrative
24 nature, for non-repetitive use, e.g., Incident Action Plan printing, and will only
25 be used internally within the incident. These services should be procured
26 through the most cost effective method and source. Colored copies and colored
27 paper are considered unnecessary expenses.
28

29 Purchase or rental of recreational/entertainment items are subject to agency
30 direction and appropriation authorities. Refer to incident agency appropriation
31 authorities/direction and incident agency operating guidelines for incident
32 business administration. (Reference United States Code, Title 16-Conservation,
33 Chapter 1, Subchapter I, National Park Service, Sec. 1a2, (b) Recreation; United
34 States Code, Title 16-Conservation, Chapter 3, Subchapter I, General
35 Provisions, Sec. 554d.)
36

37 **Agency Provided Commissary Requisitions**

38
39 Time Unit Leader may resource order commissary items through the Logistics
40 Section. Resource orders for commissary items shall clearly state the items are
41 for commissary. Resource orders for commissary items specifically ordered for

1 an individual shall contain individual's name, incident base, and home unit, or
2 crew name.

4 **Agency Provided Commissary Acquisition**

6 The procurement official shall:

- 8 • Purchase commissary items separately from other items.
- 10 • Arrange with vendors for return of unused items.
- 12 • Ensure the purchase document is marked in accordance with 16 U.S.C.
13 557, "Commissary purchase deductions have been (or will be) made
14 from salaries".
- 16 • Verify items received and complete Commissary Accountability
17 Record, OF-284, (Exhibit 13) or other appropriate documentation.
- 18 • Forward commissary items and the original and 1 copy of the OF-284
19 to the incident Time Unit.
- 21 • Maintain file of OF-284s that have been accepted and signed by the
22 Time Unit Leader.

25 **Commissary Returns**

26
27 Commissary returns should be documented by the vendor's issuance of a credit
28 memorandum and documented in the incident records.

30 **Government Telephone Systems**

31
32 Incident personnel may be provided access to a government telephone system.

- 34 • Regular government employee's home unit regulations and incident
35 agency regulations are considered in determining whether government
36 telephone systems shall be made available to regular government
37 employees for calls of a personal nature during official travel.

38
39 The Incident Commander (IC) must assess the capability of telephone
40 facilities and determine if there is adequate capability to meet the
41 incident needs and provide service for regular government employee's

1 personal use. Routine, personal calls home may be authorized by
2 agency regulation but are considered a privilege, not a right, and are
3 subordinate to incident activities.
4

- 5 • Incident agency regulations govern installing additional telephones or
6 increasing levels of service on existing systems to accommodate
7 authorized personal calls. Federal Regulations regarding telephones are
8 set forth in Part 201-21.6 of the Federal Information Resources
9 Management Regulations, the Federal Travel Regulations, and specific
10 agency regulations. Normally, there are restrictions that prohibit
11 adding additional phones or increasing the existing system capabilities
12 to allow for calls of a personal nature. This does not prohibit the
13 installation of pay phones, provided there is no charge to the
14 government.
15
- 16 • Government telephones may be made available to contractors for
17 conducting emergency incident business. All calls by contractors shall
18 be at the contractors' expense, either by credit card or collect.
19
- 20 • Cell phones and satellite phones may be obtained on a no-cost basis
21 through special programs from cell phone providers.
22

23 **Agency Provided Medical Care (APMC)**

24
25 Contract personnel may not utilize APMC services.
26

27 **Subsistence and Lodging Provisions**

28
29 Subsistence and lodging are normally provided to incident personnel.
30

- 31 • Food at Official Duty Station. This is considered a personal expense,
32 and the regulation prohibits receiving compensation in addition to the
33 pay and allowances fixed by law. (5 U.S.C. 5536). Federal funds
34 cannot be used to pay subsistence or to provide food to regular
35 government employees at their official duty station or casuals working
36 at their point of hire, except as stated below. Similar state regulations
37 may apply to state personnel.
38
- 39 • Conditions to Provide Food at Official Duty Station. Agencies may
40 provide meals to personnel at their official duty station at government

1 expense during emergency operations which pose a threat to life and
2 property, if **both** of the following conditions are met:

- 3
- 4 ○ Emergency personnel are in the field engaged in
5 emergency operations (e.g., search and rescue,
6 firefighting activities – fireline personnel), **and**
7
- 8 ○ The operational period prevents personnel from taking
9 meals at home or in the normal office/work station
10 environment.

11
12 Agencies may provide meals to personnel engaged in
13 support of emergencies, if they are unable to sufficiently
14 provide their own subsistence, due to long shifts or lack
15 of preparation time. The cost of the meal(s) will be
16 deducted from their payroll through agency procedures.

- 17
- 18 • Supplemental Food and Drinks. Absent a more restrictive agency or
19 geographic area policy, the following supplemental foods may be
20 provided:

- 21
- 22 ○ Fruit OR dried fruit OR fruit juice and vegetables. Fruits
23 and vegetables should be in-season, available locally and
24 reasonably priced to avoid excessive costs and difficulty
25 in procurement.
- 26
- 27 ○ Liquid supplements in the form of sports drinks or mixes
28 that provide electrolytes and meet the carbohydrate
29 solution mixes recommended in *Feeding the Wildland*
30 *Firefighter*.*

31
32 In addition to the fruit and liquid supplements, candy bars
33 and energy bars may be provided to supplement those
34 included in sack lunches. The objective is to provide for
35 an average of 1000 kilocalories of solid supplements per
36 firefighter per day.

37
38 Any supplemental foods provided will require IC
39 justification AND concurrence from the Agency
40 Administrator. The only acceptable justification for
41 providing supplemental foods is to meet the expanded

1 nutritional needs of firefighters performing prolonged or
2 arduous work. Supplemental foods are not authorized for
3 mobilization centers, staging areas or personnel not
4 engaged in work on the incident. “Incident Base and
5 Camp meals” provide adequate dietary needs for most
6 work situations. *Bottled water is not a supplemental
7 food and may be provided in accordance with incident
8 agency policy.
9

10 No other supplemental food or drinks shall be authorized.
11 Purchasing jerky products, chips, gum, soda-pop,
12 “designer drinks” and so-called “energy” drink
13 (containing caffeine, guarana, ephedra, and other
14 stimulants), etc. are not allowed under this policy.
15

16 Special or cultural dietary needs should be met through
17 the National Mobile Food Services Contract or catered
18 meals.
19

20 * From: Sharkey, Brian, et al., *Feeding the Wildland*
21 *Firefighter*, Fire Tech Tips, July 2002.
22 (<http://www.fs.fed.us/t-d/pubs/>)
23

24 **Military**

25
26 Chapter 50 and the Military Use Handbook set forth items which may have to be
27 supplied by the incident. There are no special procurement authorities, beyond
28 those already available, for incidents to acquire goods or services for the
29 military. Procurement officers should coordinate with the Incident Business
30 Advisor and Military Liaison to determine operating procedures.
31

32 Modular Airborne Fire Fighting System (MAFFS) units normally require
33 incident agency procurement support for meals, lodging and supplies. Close
34 coordination between the MAFFS unit and the incident agency is necessary to
35 ensure needs are met and procurements are proper. Reference annual MAFFS
36 Operating Plan, published through NIFC, Forest Service Fire and Aviation
37 Management for detailed information.

Water

Potable or non-potable water may be acquired from local governments or private sources. These acquisitions may require special permits or authorizations. Local government representatives should be consulted for sources of supply and disposal and guidance regarding water rights and cost information.

Awards

Emergency incident funds **shall not** be used to provide monetary or non-monetary awards to personnel.

Emergency incident funds **shall not** be used to show appreciation for local community support, e.g., certificates, billboards or other forms of advertisement, refreshments.

EERA AND I-BPA ADMINISTRATION

Incident agencies shall establish procedures for administering the EERA and I-BPA including ordering, inspecting, record-keeping, releasing and paying. Changes or modifications to the EERA or I-BPA terms and conditions may only be made by the original signing procurement officer. If the original signing procurement officer is not available and adjustments are deemed appropriate, a new EERA will be established at the incident and only applies for the duration of the incident. Incident name, location, and dates will be included on the new EERA.

All contract claim settlements must be adjudicated by a warranted contracting officer with the appropriate authority.

Ordering

At the time equipment is ordered the following will occur:

- Specify conditions of hire, e.g., number of operators, contractor or government-provided operator and/or supplies, equipment ordered.
- Inform contractor where and when to report, and location of inspection site.
- Negotiate point of hire and time of hire. The time under hire shall start at the time the resource begins traveling to the incident after being

1 ordered by the government, and end at the estimated time of arrival
2 back to the point of hire after being released. Reference the clauses in
3 the agreement.

- 4
- 5 • Issue incident order number and request number to contractor and
6 inform them to provide the Finance/Administration Section with a copy
7 of the EERA or I-BPA and any certification or documentation required
8 by the agreement.
- 9
- 10 • Coordinate hiring of casuals with hiring official for government-
11 provided operator.
- 12
- 13 • Ensure delivery of Emergency Equipment Rental-Use Envelope, OF-
14 305, and related documents to the Finance/Administration Section.
- 15

16 **Inspections**

17
18 At the time of hire, contracted equipment must be inspected using the
19 Vehicle/Heavy Equipment Safety Inspection Checklist, OF-296, (Exhibit 26) or
20 other appropriate form. The person authorized to place the order with the
21 vendor must coordinate with the agency-identified inspector to complete the pre-
22 use inspection. The Logistics Section Chief is responsible to ensure adequate
23 inspections are completed for all equipment arriving at the incident.

24
25 Equipment signed up under an I-BPA or EERA and inspected at the time the I-
26 BPA or EERA is established, must be re-inspected at time of incident use.

27
28 If inspection of the equipment cannot occur at time of order, it must take place
29 upon arrival at the incident or designated location. If the resource does not pass
30 inspection no payment will be made for travel to the incident or point of
31 inspection or return to the point of hire.

32 **Documentation**

33
34
35 The Finance/Administration Section will ensure the equipment time is properly
36 recorded in accordance with the terms and conditions of the EERA or I-BPA
37 and document significant events during the period of rental. The following
38 forms will be utilized to document equipment use:

- 39 • Incident Blanket Purchase Agreement (I-BPA), SF-1449. Documents
40 the terms and conditions of the preseason rental of the contractor's
41 equipment.

- 1 • Emergency Equipment Rental Agreement (EERA), OF-294.
2 Documents the agreement with the contractor and sets forth the terms
3 and conditions of rental. Procurement officers, with delegated
4 authority, are authorized to enter into agreements with contractors for
5 the rental of equipment (Exhibit 25).
6
- 7 • Inspections
8
- 9 ○ Vehicle/Heavy Equipment Safety Inspection Checklist, OF-
10 296. Documents the overall condition of the equipment prior
11 to use and ensures the equipment is suitable for incident use.
12 This form is completed and signed by a qualified agency
13 representative and the contractor (Exhibit 26).
14
- 15 • Emergency Equipment Shift Ticket, OF-297. Documents daily
16 equipment use and will be used to post equipment time to the
17 Emergency Equipment Use Invoice. This document is completed by
18 the incident representative responsible for managing the equipment,
19 signed by both the contractor and incident representative, and
20 forwarded to the Finance/Administration Section. The Equipment
21 Time Recorder posts this information to the invoice and initials the
22 shift ticket to ensure the posting has been accomplished. (Exhibit 27).
23
- 24 • Emergency Equipment Use Invoice, OF-286. Documents the daily use
25 from shift tickets, shows additions or deductions, and calculates the
26 payment due. This form is completed and signed by the appropriate
27 incident official and the contractor. The Finance/Administration
28 Section Chief, Procurement Unit Leader, or other designated official is
29 responsible for ensuring the OF-286 is posted accurately from the
30 Emergency Equipment Shift Ticket, and the correct rates of pay from
31 the EERA (OF-294) or I-BPA (SF-1449), have been calculated and
32 entered correctly (Exhibit 28). In lieu of the OF-286, an original
33 commercial vendor invoice with authorizing government official
34 signature may be used. Signatures shall be legible.
35
- 36 • Emergency Equipment Fuel and Oil Issue, OF-304. This is only
37 utilized in the event that a vendor cannot accept credit cards or when an
38 agency fuel truck is available. Documents quantities of fuel, oil, or
39 other operating supplies provided by the incident. The Ground Support
40 Unit Leader coordinates with the finance section to establish
41 procedures for tracking fuel, oil, and other operating supplies/services.

1 The OF-304 is completed by the issuing agent and signed by both the
2 issuing agent and receiving agent. In lieu of the OF-304, a log with
3 authorizing government official signature may be used for
4 documentation. Signatures shall be legible. The deductions are posted
5 on the Emergency Equipment Use Invoice, OF-286, (Exhibit 28).

- 6
- 7 • Other Supporting Documents. Other documents relating to the rental of
8 equipment include:
9
 - 10 ○ Resource Order Form
 - 11 ○ Commissary Issue Records
 - 12 ○ Agency-provided repairs, parts and supply invoices
 - 13 ○ Contract claim documentation
 - 14 ○ Emergency Firefighter Time Report
 - 15 ○ Performance evaluations
 - 16
 - 17 • Emergency Equipment Rental-Use Envelope, OF-305. This envelope
18 consolidates all above forms and any other documents relating to the
19 EERA or I-BPA.

20

21 It includes a checklist that indicates items contained in the envelope,
22 agreement information, and whether any administrative follow-up is
23 required (Exhibit 30).

24

25 The envelope is prepared at the time of hire by the hiring official and
26 will contain a copy of the EERA, I-BPA, or contract, pre-use
27 inspection, Emergency Equipment Shift Ticket book with the time of
28 hire, mileage or other necessary information recorded.

29

30 This envelope is transmitted to the incident with the contractor or by
31 some other method. Other documentation is included in the envelope
32 by the Procurement Unit as it is completed.

33 **Forms Distribution**

34

35

36 If other than standard official forms are utilized, e.g., I-Suite, commercial logs
37 or invoices, ensure adequate copies are provided and original legible signatures
38 are in other than black ink.

1 The Emergency Equipment Rental Agreement, OF-294, and Emergency
2 Equipment Use Invoice, OF-286, may be computer generated. These forms
3 should always be distributed as follows:

- 4
- 5 • Contractor.
- 6 • Ordering office (incident agency).
- 7 • Payment office (original invoice, signed in other than black ink).
- 8 • Incident Finance Package, (Exhibit 39).
- 9

10 The Emergency Equipment Shift Ticket, OF-297, and Emergency Equipment
11 Fuel and Oil Issue, OF-304, are color coded for ease of distribution and are to be
12 distributed as follows:

- 13
- 14 • Goldenrod to Contractor
- 15 • White to incident agency.
- 16 • Pink to payment office (original legible signature).
- 17 • Blue to incident finance package.
- 18

19 The Emergency Equipment Fuel and Oil Issue, OF-304, has additional copies of
20 the form used for the following:

- 21
- 22 • Second Pink is used if payment record is necessary to pay fuel vendor
23 for fuel, oil, or supplies.
- 24 • Green is issued to individual receiving the products.
- 25

26 **Equipment Release**

27

28 When contract equipment is released, the Procurement Unit Leader or Buying
29 Team Leader will ensure:

- 30
- 31 • Documentation of no damage or claims. Use the Vehicle/Heavy
32 Equipment Safety Inspection Checklist, OF-296 or other appropriate
33 form to document no damage or claim and ensure signature of
34 contractor/operator and government official. If the contractor/operator
35 refuses to sign or otherwise claims damage:
 - 36
 - 37 ○ Coordinate with the Procurement Unit Leader or Finance
38 Section Chief.
 - 39
 - 40 ○ Perform an inspection to the extent necessary to document the
41 condition of the vehicle and the alleged damage.

- 1 • All time, additions, and deductions are posted and computations are
2 correct.
- 3
- 4 • A Demobilization Checkout, ICS-221, has been signed.
- 5
- 6 • Release travel time is posted to the invoice.
- 7
- 8 • The release date and time from the incident are documented. Payment
9 documents should include estimated travel time to point of hire. If
10 released to a new incident, the resource is paid by the receiving incident
11 for costs associated with the new incident, e.g., travel. Receiving
12 incident should ensure the resource is not compensated more than once
13 for the travel day.
- 14
- 15 • Proper legible signatures are obtained in other than black ink. The
16 contractor or contractor's representative indicates whether there are any
17 claims.
- 18
- 19 • Performance evaluations have been completed by the first line
20 supervisor and given to the Finance Section Chief. The FSC ensures
21 the original evaluation form is forwarded to the awarding contracting
22 officer. Provide a copy to the contractor and retain a copy for the
23 incident documentation package.
- 24
- 25 • All payment documentation is placed in the Emergency Equipment
26 Rental-Use Envelope, OF-305, the face of the envelope completed, and
27 the envelope is transmitted to the incident agency or other designated
28 payment office as indicated in the contract.
- 29

30 When agency equipment is released, the ICS-212, Incident Demobilization
31 Vehicle Safety Inspection may be used.

32 **Contract Claims**

33
34
35 Contract claims may be settled by the original contracting officer, or a
36 designated successor contracting officer, acting within their delegated warrant
37 authority and limits set by the incident agency. At the time of establishment, the
38 contracting officer may add comments in the special provisions section of the
39 EERA, allowing for claims settlement, e.g., "Any federally warranted
40 contracting officer may settle claims against this EERA". Claims settlement
41 authority is located at C.5 in the contract clauses of the I-BPAs. Each settlement

1 shall include a contracting officer's determination and findings. (Appendix B –
2 Tool Kit.) Each claim settled shall be fully documented, attached to the
3 Emergency Equipment Use Invoice, OF-286, and forwarded to the payment
4 office. In the event a settlement cannot be reached and a dispute arises, the
5 written final decision shall be made by the contracting officer initiating the
6 EERA or I-BPA or an agency-designated successor contracting officer.
7

8 Payment for equipment use shall not be delayed beyond a reasonable period to
9 obtain documentation needed to support a contractor's claim.
10

11 The following are general guidelines for dealing with a claim or potential claim:
12

- 13 • Incident personnel shall not advise, comment, or solicit a contractor's
14 claim.
15
- 16 • While there is no specific form on which to file a claim, the claim must
17 be in writing and include the following:
18
 - 19 ○ Claimants complete name, mailing address, and phone
20 number.
 - 21 ○ Legible signature of the equipment owner or legal
22 representative.
 - 23 ○ Claimant's statement of facts concerning the damage.
 - 24 ○ Claimant's itemized listing of the amount claimed, including
25 estimated values of equipment before damage.
 - 26 ○ Witness statements if available.
27
- 28 • The incident supervisor managing the equipment is responsible for
29 documenting the damage and initiating the investigation. The extent of
30 the investigation should be appropriate to the complexity and/or
31 amount claimed. The investigator shall avoid conclusions and opinions
32 and shall only present observations and facts. The investigation report
33 should include the following items:
34
 - 35 ○ Description of the damage and circumstances leading to the
36 damage; including location of the area, sequence of events,
37 weather, and road conditions.
 - 38 ○ Law enforcement investigation report if applicable.
 - 39 ○ List of witnesses and statements.
 - 40 ○ Sketches, maps, diagrams, or photographs of the scene or
41 equipment.

- 1 • Incident personnel having knowledge of potential claims should
2 provide information to the Procurement Unit Leader or contracting
3 officer.
- 4
- 5 • Incident personnel sign and record the date the claim was received.
6 This is the only information entered. Incident personnel may not
7 complete any information for the claimant.
- 8
- 9 • Claims may be submitted to the procurement unit leader, incident
10 agency, or contracting officer. The claim does not have to be
11 completed at the incident. Contractors intending to file a claim should
12 so note in block 22 of the Emergency Equipment Rental Invoice, OF-
13 286, to protect the right to file. (Appendix B – Tool Kit.)
- 14

15 **PAYMENTS**

16
17 Prior to implementing any incident payments (including purchases made by
18 government charge cards or convenience checks) coordination with the incident
19 agency is required.

20
21 The incident agency may review payment packages prior to submission to the
22 designated payment office. Federal payments must be made by electronic funds
23 transfer (EFT), unless a waiver has been approved.

24
25 Incident agencies may establish specific payment timeframes for vendors, (e.g.,
26 weekly during an incident, upon demobilization of outgoing IMT). Partial
27 payments should be considered, taking into account the following:

- 28
- 29 • Length of incident (14 days or longer).
- 30 • Duration of resources away from home unit.
- 31 • Local vendor ability to restock.
- 32

33 **Emergency Equipment Rental Agreement and Incident Blanket Purchase** 34 **Agreement**

35
36 Unless otherwise specified in the EERA or I-BPA, the jurisdictional or
37 protection agency is responsible for payment. The following documents, when
38 applicable, should be submitted for payment of EERAs and I-BPAs:

- 39
- 40 • Documented proof the equipment was ordered in accordance with
41 agency procedures. If the order originates through an automated

1 resource ordering system, the Resource Order Number, e.g., E# is
2 required. A detailed report from the automated system may be
3 requested at a later date for audit purposes (Exhibit 24). If the order
4 does not originate through an automated system, then a copy of the
5 Resource Order is necessary.

- 6
- 7 • Copy of the Emergency Equipment Rental Agreement, OF-294 or
8 Incident Blanket Purchase Agreement, SF-1449.
- 9
- 10 • Original Emergency Equipment Shift Tickets, OF-297, vendor
11 provided daily work sheet, or other document provided by incident.
- 12
- 13 • Original Emergency Equipment Use Invoice, OF-286, or original
14 commercial vendor invoice (indicate incident name, number and
15 resource order number).
- 16
- 17 • Emergency Equipment Fuel and Oil Issue, OF-304, (if deductions are
18 made) or a log with approving official legible signature included.
- 19
- 20 • Copy of pre and post Vehicle/Heavy Equipment Safety Inspection
21 Checklists OF-296 or other appropriate form.
- 22
- 23 • Repair orders, commissary issues, findings and determinations for
24 claims, and any other documents supporting additions or deductions to
25 the payment.
- 26

27 **National Interagency Fire Center (NIFC) Contracts**

28
29 Payments for national contracts such as mobile food and showers issued through
30 NIFC are made by the Forest Service Incident Finance Branch at the
31 Albuquerque Service Center. Payment procedures are set forth in the contract
32 which can be found at <http://www.fs.fed.us/fire/contracting/>.

34 **EXHIBITS**

- 35
- 36 • Exhibit 23 – Equipment and Method of Hire National Standards
- 37 • Exhibit 24 – Resource Order Form (ICS-259-9)
- 38 • Exhibit 25 – Emergency Equipment Rental Agreement (OF-294)
- 39 • Exhibit 26 – Vehicle/Heavy Equipment Safety Inspection Checklist
40 (OF-296)
- 41 • Exhibit 27 – Emergency Equipment Shift Ticket (OF-297)

- 1 • Exhibit 28 – Emergency Equipment Use Invoice (OF-286)
- 2 • Exhibit 29 – Emergency Equipment Fuel and Oil Issue (OF-304)
- 3 • Exhibit 30 – Emergency Equipment Rental Use Envelope (OF-305)
- 4 • Exhibit 31 – Solicitation/Contract/Order for Commercial Items (SF-
- 5 1449)
- 6 • Exhibit 32 – Incident Demobilization Vehicle Safety Inspection (ICS-
- 7 212)

EXHIBIT 23
EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	S/H/FT HRA Day ¹ e/BPA	24 ¹ Competitive BPA
Ambulance	Emergency response vehicle with medical services team, equipment and supplies for patient transport and emergency medical care out of hospital	<p>Type 1 - Advanced Life Support; Minimum 2 staff (paramedic and EMT); Transport 2 liter patients; Training and equipment meets or exceeds standards as addressed by EPA, OSHA and NFPA 471, 472, 473 and 29 CFR 1910, 120 EIA 3-11 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunization and specific threat as appropriate</p> <p>Type 2 - Advanced Life Support; Minimum 2 staff (paramedic and EMT); Transport 2 liter patients, nonHazMat response</p> <p>Type 3 - Basic Life Support; Minimum 2 staff (EMT and first responder); Transport 2 liter patients; Training and equipment meets or exceeds standards as addressed by EPA, OSHA and NFPA 471, 472, 473 and 29 CFR 1910, 120 EIA 3-11 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunization and specific threat as appropriate</p> <p>Type 4 - Basic Life Support operations; Minimum 2 personnel (EMT and first responder); Transport 2 liter patients</p> <p>Cost of transport should be included in daily rate. Incident will restock consumables</p>	<p>2 Operators (per single shift)</p>	S/D	N

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHI, HR, FT, Day	24 Competitive e BPPA
Backhoe	Rubber-tired tractor with bucket	Daily Wet With operator	S N	
Chainsaw Repair Unit	On-site chainsaw repair	Daily Wet With operator	S N	
Chipper	Specify provisions for reimbursement of parts Type 1 – 18 inch minimum diameter capacity Type 2 – 13-17 inch diameter capacity Type 3 – 9-12 inch maximum diameter capacity All types must be equipped with an in-feed mechanism that operates in forward, reverse and stop modes. Specify: self-propelled or tow-behind. Optional: Boom feed if required	Daily Wet With operator Rate includes service and/or tow vehicle	S/D N	
Computer	Categories: Laptop Network Equipment Other Computer Peripherals Printer Specify software requirements and compatibility	Weekly / Monthly	No Y	
Copier	May need: Collator/Sorter, Stapler	Weekly / Monthly Plus rate per copy	No Y	
Crash Rescue (Aircraft)	Aircraft Rescue and Firefighting (ARFF) Apparatus Refer to national solicitation template	Daily Wet With 3 operators	S/D N	2012, 2013

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHEFT FT	24 HRI Day	Competit e LBPA
Dozer	Type 1 – Min. 200 HP and greater Type 2 – Min. 100 HP – 199 HP Type 3 – Min. 50 HP – 99 HP Reference national solicitation template for minimum specifications.	Daily Wet With operator Rate includes service vehicle	S/D	N	2011, 2014
Engine	Type 3 - 150 GPM at 250 PSL, 500 + Gal Type 4 - 50 GPM at 100 PSL, 750 + Gal Type 5 - 50 GPM at 100 PSL, 400 + Gal Type 6 - 50 GPM at 100 PSL, 150 + Gal Type 7 - 10 GPM at 100 PSL, 50 + Gal Reference national solicitation template for minimum specifications. All NWCG standard must be met.	Daily Wet With operator NWCG standard is T3 = 3 operators T4 = 7 + 2 operators Additional operators may be ordered	S/D	N	2010, 2011
Excavator	Type 1 - 156+ HP Type 2 - 111-155 HP Type 3 - 81-110 HP Type 4 - 60-80 HP Reference national solicitation template for minimum specifications. Mandatory hydraulic thumb or clamshell.	Daily rate Wet - With operator Rate includes service vehicle	S/D	N	2011, 2011

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHR / FT / Day /	24 HR / Day /	Competitive / FBPA
Faller Module	2 Faller Units (2 qualified fallers, saws, and transportation) Min 67 cc saw w/ 30 in. bar, spark arresster, and chainbrake required per faller Refer to National solicitation template for faller qualifications	Daily / Wet Rate includes vehicle	S	N	2011, 2012
Faller, Single	1 Faller Unit (qualified faller, saw, transportation) Min 67 cc saw w/ 30 in. bar, spark arresster, and chainbrake required per faller Refer to National solicitation template for faller qualifications	Daily / Wet Rate includes vehicle	S	N	2011, 2012
Feller Buncher	Type 1 - 226HP and greater Type 2 - 160 HP to 225 HP Specify Tracked or Rubber Tired Reference national solicitation template for minimum specifications. Machine to fall and cut trees	Daily / Wet With operator	S	N	2012
Food Service, Mobile	For catered meals (mobile) under the minimum order on NHC national contracts. These are other than the national contracts. a.k.a. Mobile Field Kitchen	Per meal (breakfast, lunch, dinner) Plus mileage Plus relocation fee (only if applicable)	No	Y	
Forklift	Regular or All Terrain	Daily / Weekly Without Operator	No	Y	

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHEFT Day 1	Competitive FBPA
Forwarder	Like a truck. Off-road rubber tired, articulated machined with log bunks used to move logs	Daily Wet With Operator	S N	
Generator	Portable electricity generator	Daily / Weekly / Monthly Dry Without Operator	No Y	
Handwashing Station, Portable	Plastic sink units with foot pump	Daily / Weekly / Monthly Plus service charge and mileage	No Y	2012, 2013
Handwashing Station, Trailer Mounted	Self contained trailers with hot and cold water, soap and supplies	Daily / Weekly / Monthly With operator Rate includes servicing	No Y	2012, 2013
Laundry, Mobile	Complete laundry unit	Daily Plus mileage for Mob/Demob Plus rate per pound Wet	N/A N/A	2012, 2013

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHL FT	24 HRI Day	Competitive FBPA
Masticator a.k.a. Mulcher or slash (buster)	Tracked or Rubber tired mounted typing based on dozer HP Boom mounted typing based on excavator HP	Daily Wet With operator	S	N	
Medical Equipment, including EMT / Paramedic Kits	Equipment used by medical personnel	Daily / Weekly With operator	No	Y	2012, 2011
Office, Modular	Vacant job shack type trailer with air conditioner and steps These are also available through GSA Schedules	Monthly Without operator	No	Y	
Pumper/Cat	Type 1 - Minimum 200+ HP, 500+ gal Type 2 - Minimum 100-199 HP, 325-499 gal Type 3 - Minimum 60-99 HP, 200-324 gal All Types: Pump rating - 30 gpm @ 70 psi	Daily Plus mileage rate for Mob/Demob Wet With operator	S	N	2010, 2011
Road Grader	Used for road maintenance or rehabilitation	Daily Wet With operator Rate includes transportation	S	N	

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHR / FT / Day / Competitive BPA
Skidder Used for moving logs	Type 1 - 176+ HP Type 2 - 100-175 HP Type 3 - 60-99 HP Can be ordered with different grapple configurations or with winch line Reference national solicitation template for minimum specifications.	Daily Wet With operator	S N N
Skidgine A rubber tired skidder with a tank and pump	Type 1 - 176+ HP, 50 gpm @ 100 psi, 1200 + gal Type 2 - 75-175 HP, 50 gpm @ 100 psi, 800-1199 gal Type 3 - 100+ HP, 30 gpm @ 70psi, 400-799 gal Type 4 - 60-99 HP, 30gpm @ 70psi, 200-399 gal All Types: Pump Capacity - 30 gpm @ 70 psi Reference national solicitation template for minimum specifications.	Daily Wet With operator	S D I N N 2010, 2013
Sleeper Unit, Mobile	Mobile unit to provide sleeping accommodations	Daily Wet With operator(s)	No Y

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE / Day 1	24 HR / Day 1	Competitive / e-BPA
Skidder Used for moving logs	Type 1 - 176+ HP Type 2 - 100-175 HP Type 3 - 60-99 HP Can be ordered with different grapple configurations or with winch line Reference national solicitation template for minimum specifications.	Daily Wet With operator	S	N	
Skidgine A rubber tired skidder with a tank and pump	Type 1 - 176+ HP, 50 gpm @ 100 psi, 1200 + gal Type 2 - 75-175 HP, 50 gpm @ 100 psi, 800-1199 gal Type 3 - 100+ HP, 30 gpm @ 70psi, 400-799 gal Type 4 - 60-99 HP, 30gpm @ 70psi, 200-399 gal All Types: Pump Capacity - 30 gpm @ 70 psi Reference national solicitation template for minimum specifications.	Daily Wet With operator	S	D	N 2010, 2011
Sleeper Unit, Mobile Mobile unit to provide sleeping accommodations		Daily Wet With operator(s)	No	Y	

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHR / HR / FT / Day /	24	Competitive BPA
Soft Track	A carrier equipped with tracks that conform to varying ground conditions and is equipped with a tank and pump	Type 1 (600+ Gal, min 170 HP) Pump Capacity: 30 gpm @ 70 psi 1/2 mph minimum speed on level ground	Daily Plus mileage rate for Mob/Demob Wet With operator	S/D	N
Tank, Potable (Water Storage)	Self-standing storage tank, PUP, dip tank etc.	Daily / Weekly / Monthly	No	Y	
Tender, Fuel	Fuel truck used as a fuel station at incidents	Categories: Gas - Unleaded/Diesel/Lubricant Vendor's fuel price should reflect all applicable taxes and rounded to the nearest whole cent. Vendor must accept credit cards at the incident.	Daily Rate Wet With operator	S/D	N
Tender, Potable Water	Provides drinking water	Type 1 - 4000 + gal Type 2 - 2500-3999 gal Type 3 - 1000-2499 gal Type 4 - 400-999 gal Must meet state and local certification requirements (Government may provide potable water or reimburse fees.	Daily Wet With operator	S/D	N

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE / FT. DOLL	24 Month Competitive Bidding
Tender, Water Support	Type 1 (4000+ gal / 300gpm @ 50 psi) Type 2 (2500-4999 gal / 200gpm @ 50 psi) Type 3 (1000-2499 gal / 200gpm @ 50 psi) With spray bars All NWCG standards must be met.	Daily Wet With operator	S/D	N 2010, 2011
Tender, Water Tactical	Type 1 (2000+ gal / 250 gpm @ 150 psi) Type 2 (1000-1999 gal / 250 gpm @ 150 psi) Operator must meet fireline qualifications	Daily Wet With operator	S/D	N 2010, 2011
Tent / Canopy	Type 1 – 40'X40', 40'X60' or 40'X80' Type 3 – 501-700 sq. ft. Type 4 – 200-500 sq. ft. A/C and generator optional	Daily / Weekly / Monthly Delivery/pickup charge Relocation charge	No	Y 2011, 2012
Toilet, Portable	Regular/portable ADA compliant	Daily / Weekly / Monthly Additional fees for servicing and relocation	No	Y 2012, 2011

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHI FT Day	24 Hour Competency Day
Tractor - Plow	Type 2 - 100-199 HP Type 3 - 50-99 HP	Daily Wet With operator	S D N	
Trailer - Communications	Trailer equipped with programmable radios	Daily Wet With operator	No	Y 2011, 2014
Trailer - GIS	Mobile unit for providing GIS services	Daily Wet With operator	No	Y 2011, 2014
Trailer - Helicopter Support	Mobile unit to support helicopter operations	Daily / Weekly / Monthly Wet With operator	No	Y 2011, 2014
Trailer, Clerical Support	Clerical support for copying, scanning, faxing, etc.	Daily With operator Plus rate per copy	N/A	Y 2011, 2014
Transportation - Vehicle, All Terrain (ATV)	Categories: Single Seat (ATV) Side by Side with bed (UTV) Gator	Daily/Weekly/Monthly Dry Without Operator	No	Y

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE	Competitive Bidding
Transportation, Boat	Must meet US Coast Guard and State requirements	Daily Wet With operator	S	N
Transportation, Bus, Coach	47 person minimum capacity Compliant with state and federal DOT Contractor must have \$5 million of liability insurance per CFR 49 Part 387.53 Driver and all operating supplies A/C	Mileage or daily guarantee, whichever is greater. With one operator Wet	S	N
Transportation, Bus, Crew Carrier	22 person minimum capacity + tools/equipment Compliant with state and federal DOT. Driver and all operating supplies Contractor must have \$5 million of liability insurance per CFR 49 Part 387.53 Max age 1977 Refer to national solicitation template specifications.	Mileage or daily guarantee, whichever is greater. With one operator Wet Travel expenses to and from incidents are not paid	S	N

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHR / FT / Day ¹	24 Competitive BPA
Transportation, Bus, Shuttle	118 person capacity min HAC Compliant with state and federal DOT. Driver and all operating supplies Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33	Mileage or daily guarantee, whichever is greater with operator Wet Travel expenses to and from incident are not paid	S	N
Transportation, Golf Cart	Small powered cart	Daily / Weekly / Monthly Dry Without operator	No	Y
Transportation, Lowboy	Heavy equipment transport, including in Type 1 - rated at loads over 70,000 lbs Type 2 - rated at loads 35,001 to 69,999 Type 3 - rated at loads up to 35,000 lbs.	Mileage or minimum daily guarantee Wet With operator (Reduce rate to 65% if operator also operates the equipment being hauled)	S/D	N 2011, 2011
Transportation, Pack String	Horse or mule pack team	Daily With packer/wrangler	S	N

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHR / FT / Day / Competitive / BPA
Transportation, Rental Vehicle From a rental vehicle company Can also utilize CSA's RSVP or STR Programs	Categories: Automobile Truck, Flatbed Automobile Truck, Flatbed Pickup (4x4) Truck, Stateside Pickup (4x2) Van, Box Sport Utility Vehicle Van, Passenger Specify 4X4 or 4X2	Daily IDry Without operator	No Y

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE / FT	24 Month Competitive Bidding
Transportation, Vehicle w/ Operator	Categories: Automobile Pickup (4x4 or 4X2) Sport Utility Vehicle (4X4 or 4X2) Truck, Flatbed Truck, Stake side Van, Passenger	Daily Plus mileage Wet With operator	S N	2011 in CA
Truck, Gray Water	Type 1 – 4000+ gal Type 2 – 2500-3999 gal Type 3 – 1000-2499 gal Type 4 – 400-999 gal Must comply with state and local laws	Daily Wet With operator Contractor must pay own permit fees Contractor reimbursed for disposal fees unless the Government provides a disposal site	S N	2012, 2013

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHEP FT	24 HR Day ¹	Competitive e LBPAs
Truck, Service, with Mechanic	Type 2 Light, Automotive and Heavy Truck Type 1 Heavy Equipment Specify provisions for reimbursement of parts	Daily Wet With operator	S	D	N
Truck/Trailer - Refrigeration	Categories: Refrigeration Truck Refrigeration Trailer Stairs Included Also available on GSA Schedule	Daily / Weekly / Monthly Plus mobilization cost No operator Dry	N	Y	2008
Weed Washing Units	Type 1 – With Recycling Water System Type 2 – Without Recycling Water System (Refer to national solicitation template for additional specifications)	Daily Wet With operator(s)	S	N	2011, 2014

EXHIBIT 24 - Continued

RESOURCE ORDER		2. Incident / Project Name		3. Incident / Project Order Number		Financial Codes										
EQUIPMENT		Bad Bear		ID-BOF-000080												
5. Descriptive Location		6. TWIN		8. Incident Base / Phone Number		9. Jurisdiction / Agency										
Boise National Forest 1918 Commerce Base, ID 8370		22N 11E 19		ID-BDC (Dispatch) 208-384-3398		Boise National Forest										
Base MDM: Boise, ID		RING		10. Ordering Office		Boise Interagency Logistics Center										
LAT: 45 13 52N		SEC		11. Aircraft Information		Other Aircraft / Hazards (within 1 mile)										
LONG: 115 09 14W		19		Frequency Type		Fixed Hazard N/A (See Documental - 45 27 24 N 115 20 02 W)										
		TX/RX: 173.7625 FS North/South		Assigned Frequency												
		TX/RX: 171.90 North/South		071.90												
		TX/RX: 172.200 South Simplex		123.00												
		TX/RX: 172.200 South Simplex		123.00												
12. Request Number	Checked Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	M/D	Estimated Time of Departure	Estimated Time of Arrival	Released Date	Released To
E-1	06/08/07 0816 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Dozer, Type 2	06/05/07 0600 MST	Incident Base	ID-BDC	ID-BDC	06/08/07 0922 MST	ID-BOD	D	06/07/07 0900 MST	06/07/07 1130 MST	06/07/07 0600 MST	Nampa (ID)
Travel Mode	06/08/07 0917 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation - Pickup	06/05/07 0600 MST	Reporting Instructions	ID-BDC	ID-BDC	06/08/07 0923 MST	ID-BOD	D	06/07/07 0500 MST	06/07/07 0730 MST	06/07/07 0500 MST	Nampa (ID)
Travel Mode	06/08/07 0917 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation, Bus, Crew Carrier	06/05/07 0600 MST	Reporting Instructions	ID-BDC	ID-BDC	06/08/07 0923 MST	ID-BOD	D	06/08/07 0800 MST	06/08/07 1030 MST	06/08/07 0800 MST	NFCC
Travel Mode	06/08/07 0919 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	40 passenger bus w/ operator	06/05/07 1100 MST	Reporting Instructions	ID-BDC	ID-BDC	06/08/07 0923 MST	ID-BOD	D	06/08/07 1600 MST	06/08/07 1800 MST	06/08/07 1435 MST	Lowman Complex
Travel Mode	06/08/07 0919 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation - Truck, Flatbed	06/07/07 0600 MST	Reporting Instructions	ID-BDC	ID-BDC	06/08/07 0923 MST	ID-BOD	D	06/07/07 0630 MST	06/07/07 1130 MST	06/07/07 0735 MST	Nampa (ID)
Bad Bear																
ID-BOF-000080																
Run Date: 06/08/2007 1138 CST																

EXHIBIT 24 – Continued

Sample Report from Automated Dispatch System

Request List

<i>Incident</i>	<i>Incident Number</i>	<i>Host Unit</i>
Bad Bear	ID-BOF-000080	Boise Interagency Logistics Center
E-1	Dozer, Type 2	Resource Assigned
	6/14/2006 4:02:27 PM	Dozer, Type II - Doright Construction
		BLM
E-2	Resource Requested	Resource Assigned
	Transportation - Pickup	Pickup - Dodge 1/2 T 4x4
	6/12/2006 2:33:22 PM	License 4T6195B USFS
E-3	Resource Requested	Resource Assigned
	Transportation, Bus, Crew Carrier	Bus, 40 Passenger - DoRight Construction
	6/12/2006 12:55:18 PM	License 4T59847 BLM
E-4	Resource Requested	Resource Assigned
	Engine, Type 3	Engine - Type III - DoRight Construction
	6/11/2006 5:03:36 PM	BLM
E-5	Resource Requested	Resource Assigned
	Transportation - Truck, Flatbed	Truck, Flatbed - 30T - DoRight Construction
	6/14/2006 4:02:27 PM	USFS
		Release Date
		6/15/2006 4:00:00 PM
		6/20/2006 3:47:01 PM
		6/19/2006 6:40:00 PM
		6/20/2006 12:00:00 PM
		6/15/2006 4:00:00 PM

EXHIBIT 25
EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), OF-294

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) Lewis & Clark National Forest P.O. Box 869 1101 15th Street North Great Falls, MT 59403		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER AG-03K0-C-X-9295			
		3. EFFECTIVE DATES a. Beginning 5/1/xx b. Ending 12/31/xx			
4. CONTRACTOR a. Name and Address DoRight Construction P.O. Box 1, 112 Main Street Twodot, MT 59085 b. EIN/SSN: 81-7766951		5. POINT OF HIRE (location when hired) Location at time of hire 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
c. Telephone Number (day) (406) 564-3146	d. Telephone Number (night) (406) 564-9367	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE					
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)					
	10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit		12. SPECIAL a. rate b. unit	13. GUARANTEE (\$ or more hours)
a. Dozer, Caterpillar Model D6C SN: 47A19652	1	1534.00 DY			
b. Bus, 40 Passenger Lic. No.: 44-388 (Montana) VIN: 102057X072057	1	3.23 MI			850.00
c. Wildland Engine, Type 6 2004 GMC, Lic. No.: 44-1051 (Montana) VIN: 2GFLP624CZ1299	3	1300.00 DY			
d. Transport, 30 Ton Flatbed 1999 Kenworth, Lic. No.: 44-7928 (MT) VIN: 6BYZ3248A7	1	1300.00 DY			
e. Pickup Truck, 1/2 Ton, 4x4 Dodge 1500, Lic. No.: 44-9795 (MT) VIN: 2FXDY200BCD1396	1	250.00 DY		0.22	MI
f.					
g.					
14. SPECIAL PROVISIONS (1) Bus is paid the mileage rate or the guarantee whichever is greater. (2) One Engine Boss and two firefighters for a total of three operators shall be provided to operate the engine one operational period. (3) If transport and Dozer are hired with one operator, the transport rate is reduced by \$447 for one operational period. (4) The pickup truck is paid a daily rate AND mileage.					
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Dudley DoRight		16. DATE 5/1/xx	17. CONTRACTING OFFICER'S SIGNATURE Wright Price		18. DATE 5/1/xx
19. PRINT NAME AND TITLE Dudley DoRight, Owner			20. PRINT NAME AND TITLE Wright Price, Contracting Officer		

NSN 7540-01-121-8825
PREVIOUS EDITION NOT USABLE

ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

OPTIONAL FORM 294 (REV. 8-90)
USDA/USDI

EXHIBIT 25 – Continued**GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL
AGREEMENT FORM OF-294 (1990)**

**Replace all of the existing clauses on the ack of the Optional Form 294,
revised on August 1990, with the following**

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.

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.

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.

(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.

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 knives with a blade less than 2 ½ inches in length or a multi purpose tools 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. 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.

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.

(Rev 3/2006)

EXHIBIT 25 - Continued

Instructions for form completion:

- 1-3. Ordering Office, Agreement Number, Effective Dates. Follow instructions provided by the incident agency for completion of these blocks.
4. Contractor. Address shall be the address for mailing payment. EIN/SSN is mandatory.
5. Point of Hire. This block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire". For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
- 6-7. Operator and Operating Supplies Provided By. Normally check 1 block. If both blocks are checked, specify in block 14, Special Provisions, which conditions apply.
8. Type of Contractor. This block is to gather information to meet agency reporting requirements.
9. Item Description. This information must be of sufficient detail to fully identify the equipment to be rented.
10. Number of Operators. Specify the number of operators per operational period. Note any exceptions in block 14, Special Provisions.
11. Work or Daily Rate and Unit. Enter geographic area standard rate or negotiated rate and unit. Do not enter a daily rate if block 13 contains a guarantee.
12. Special Rate and Unit. Enter the special rate and identify in detail in block 14, Special Provisions, when and how these special rates apply.
13. Guarantee. Enter the geographic area standard rate or negotiated rate. Do not enter a guarantee if block 11 unit of measurement is a daily rate.

EXHIBIT 25 – Continued

- 14 Special Provisions. Detail any agreement made with the contractor not specified elsewhere on the form. Include any supplements to the General Provisions.
- 15-20. Signature blocks. The rental agreement must be signed, dated, and name and title printed, by both the contractor or authorized agent and the authorized contracting officer.

EXHIBIT 26
VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER	2. ORDER / REQUEST NUMBER
3. OWNER / VENDOR	
4. AGREEMENT, PO, CONTRACT NO.	5. EXPIRES
6. MAKE	7. MODEL, TYPE
8. SERIAL NO. / VIN	9. LICENSE NO.

Section I - Tractor, Motor Grader	Pre-use		Release	
	YES	NO	YES	NO
1. ROPE, roll-over protection system: Manufacturer approved system secured to main frame of tractor. Must include approved seat belts.	*			
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc.	*			
6. Steering clutches: must have 3-4" free travel	*			
7. Brakes: must hold at half travel	*			
8. Muffler and spark arrester: approved type unless turned off	*			
9. Fuel system: must be free of drips and leaks	*			
10. Cooling system: must be free of leaks	*			
11. Fan and fan belts: check for defects	*			
12. Engine supports, equalizer bar, springs, main springs: check shackles bolts, shifted spring leaf	*			
13. Hydraulic system: no leaks or drips	*			
14. Belly plate, risk and radiator guards: securely mounted	*			
15. Final drive, transmission and differential: check for dripping	*			
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp	*			
17. Tracks and rollers: pressure height under 1-1/4" loose rollers, broken flanges	*			
18. Blade, ripper, which: operates smoothly and hold at any point	*			
19. Dozer and assembly: tension bolts missing, cracks	*			
20. Drawbar: serviceable, safe	*			
21. Body and cab condition: report dents and damage	*			

Section II - Remarks (Describe all unsatisfactory items and identify by line number.)

Section III - Power Saw, Pump	Pre-use		Release	
	YES	NO	YES	NO
1. Visible parts broken	*			
2. Visible nuts and bolts tight	*			
3. Oil in gear case and chain case	*			
4. Cutting bar: straight, chain in good condition	*			
5. Exhaust system and spark arrester	*			
6. Motor: idles evenly, runs smoothly, satisfactory power	*			

* Safety item - Do not accept until brought into compliance.

10. PRE-USE INSPECTION REJECTED

MILES / HRS _____ DATE _____ TIME _____

Inspector Name _____ Title _____

ACCEPTED

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____

Inspector Name _____ Title _____

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	YES	NO	YES	NO
1. "DOT" inspection in the last 12 months, when required	*		NA	NA
2. Gauges and lights	*			
3. Seat belts	*			
4. Glass & mirrors	*			
5. Wipers and horn	*			
6. Clutch pedal: proper adjustment	*			
7. Cooling system: check radiator and hoses	*			
8. Oil level and condition: full and clean	*			
9. Battery: check for corrosion, loose terminals, hold downs	*			
10. Fuel System	*			
11. Electrical system: generator and starter working	*			
12. Engine running: check for knocks and leaks	*			
13. Transmission: check for leaks	*			
14. Steering	*			
15. Brakes	*			
16. 4-Wheel drive: check gear boxes, leaks	*			
17. Drive line-U-joints: check for looseness	*			
18. Springs and shocks	*			
19. Differential: check for leaks	*			
20. Exhaust system	*			
21. Frame	*			
22. Tires and wheels (List failed position/depth in remarks)	*			
23. Body and interior condition: describe and locate damage on back of page 2, Section IV, item 23	*			
24. Emergency equipment required: ___ Fire Extinguisher ___ Spare Fuse ___ Reflectors	*			
25. Operator(s) properly licensed.	*			

State _____ License No. _____ Class _____

Endorsements _____ Med. Cert. Expire Date _____

11. RELEASE INSPECTION NO DAMAGE / NO CLAIM

Not applicable to hauls, inspection required

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____

Inspector Name _____ Title _____

FINANCE COPY - PRE USE

EXHIBIT 26 – Continued

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

FORM USE AND DISTRIBUTIONPre-Use Inspection

1. Inspector completes block numbers 1 - 10
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Pre-use" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy - Release".
3. Both Vendor and Inspector must sign off the Pre-use "ACCEPTED" inspection, block 10. Inspectors need to print and Vendors need to sign their names.
4. "Finance Copy - Pre-Use" (white copy), is sent **immediately** to the Equipment Finance department.
5. "Vendor Copy - Pre-Use / Release" (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
6. "Finance Copy - Release" (pink copy), and "Inspector - Pre Use / Release" (goldenrod copy), are held by the Inspector.

Release Inspection

1. Retrieve "Vendor Copy" and place between the "Finance Copy - Release" and "Inspector - Pre Use / Release" copies that were held by the Inspector.
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Release" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy - Release".
3. Block 11, "Release Inspection" must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
4. Inspector returns "Vendor Copy" to Vendor and **immediately** sends "Finance Copy - Release" to the Equipment Finance department.
5. At conclusion of Incident, mail **all** "Inspector - Pre Use / Release" copies to the responsible agencies Regional Equipment Manager or equivalent.

EXHIBIT 26 - Continued**Section IV - Truck, Bus, Van, Pick-up**

Motor Vehicle parts and accessories must be in Safe Operating Condition At All Times, **FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR)** as prescribed by U.S. DEPARTMENT OF TRANSPORTATION **FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396**, and **NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA)**.

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges, and Lights (393.81-393.9)

- Speedometer inoperative.
- All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

- Any driver or right outboard seat belt missing or inoperative.

4. Glass and Mirrors (393.60, 393.80)

- Any discoloration not applied by the manufacturer for reduction of glare.
- Any windshield crack over 1/4" wide.
- Any crack less than 1/4" wide that intersects with any other crack.
- Any damage 3/4" or greater in diameter.
- Any 2 damaged areas closer than 3" to each other.
- Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- Any required mirror broken. (396.3(A)(1))

5. Wipers and Horn (393.78, 393.81)

- Wiper blade(s) fail to clean windshield within 1" of windshield sides.
- Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- Visible leak at any point.
- Fuel tank cap missing.

14. Steering (393.209)

- Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- Steering lash not within parameters, see chart in FMCSR 393.209.
- Steering column is not secure.
- Steering system; any U-joint worn, faulty or repaired by welding.
- Steering gear box is loose cracked or missing mounting bolts.
- Pitman arm is loose, or has any welded repairs.
- Power Steering; any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- Any fluid leaks, fluid reservoir not full.

15. Brakes (393.40-393.53)

- Brake system has any deficiencies as described in FMCSR.
- Brake system has any missing, loose, broken, out of adjustment or worn out components.
- Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- Brake system has any air or fluid leaks. (396.3 (a)(1))

18. Springs and Shocks (393.207)

- Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- Any leaf spring cracked, broken, or missing or shifted out of position.
- Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part or the vehicle.
- Bus exhaust leaks or discharge forward of the rear most part of the bus in excess of 6' for Gasoline powered or 15' for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit)
- Any leak at any point forward of or directly below the driver and/or sleeper compartment.

21. Frame (393.201)

- Any cracked, broken, loose or sagging frame member.
- Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3 (a)(1))

22. Tires and Wheels (393.75, 393.205)

- Any body ply or belt material exposed through tread or sidewall.
- Any tread or sidewall separation.
- Any cut exposing ply or belt material.
- Tread depth less than 4/32" on steering axle.
- Less than 2/32" on any other axle.
- Any bus with regrooved, reappled, or retreaded tires on the front wheels.
- Any tire not properly inflated or any overloaded tire.
- Any tire that it comes in contact with any part of the vehicle. (393.3(a)(1))
- Any tire marked "Not for Highway Use". (393.3(a)(1))
- Wheels and rims shall not be cracked or broken.
- Stud or bolt holes on the wheels shall not be elongated.
- Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- At least one spare fuse or other overload protective device. (393.95(c))
- Warning devices for stopped vehicles. (393.95(f)(2))

25. License (383.23, 391.41)

- No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.

EXHIBIT 26 – Continued

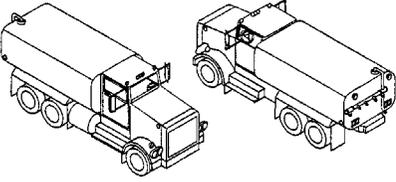
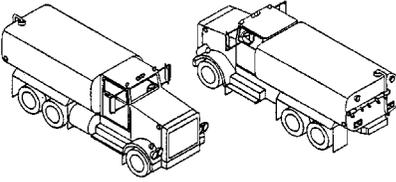
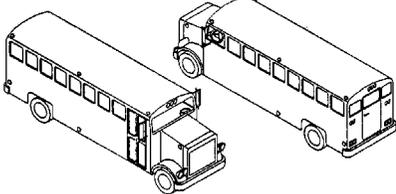
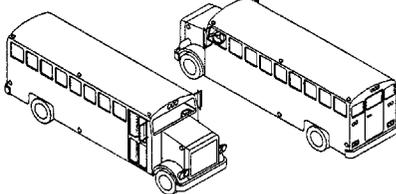
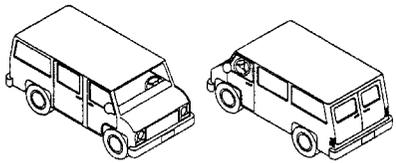
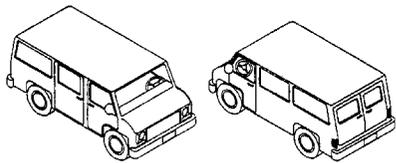
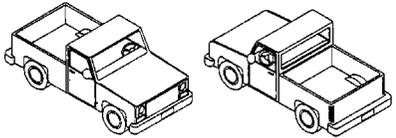
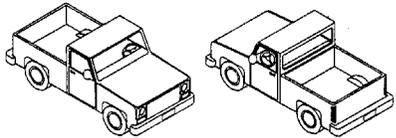
Section IV, Item 23 – Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-Use Inspection	Release Inspection
	
	
	
	
Remarks	

EXHIBIT 26 – Continued

Instructions for form completion:

1. Incident Name/Number. Enter the Incident Name and Number from the Resource Order.
2. Order/Request Number.
3. Owner/Vendor. Enter the equipment owner's name.
4. Agreement, PO or Contract No. Enter the agreement number from block 2 of the Emergency Equipment Rental Agreement, OF-294.
5. Expires. Date Agreement, PO or Contract expires.
6. Make. Enter the make of the equipment being inspected, e.g., Dodge, Ford or Chevrolet.
7. Model Type. Enter the model type of the equipment being inspected.
8. Serial No./VIN. Enter the Serial Number/VIN number of the equipment being inspected.
9. License No. Enter the license number of the equipment being inspected.
10. Pre-Use Inspection. Enter whether or not the inspection was rejected or accepted.

Enter the Miles/Hrs., Date, and Time of inspection.

The contractor or authorized agent prints name and title in this block.

The government representative inspecting the equipment prints name and title in this block.

EXHIBIT 26 – Continued

11. Release Inspection. Enter if there was Damage/No Claim.

Enter the Miles/Hrs., Date, and Time of inspection.

The contractor or authorized agent's signature and title in this block.

The government representative inspecting the equipment prints name and title in this block.

Sections I, III, IV. Select the appropriate section for the type of equipment being inspected. Inspect each item and check appropriate boxes for Pre-Use or Release, mark if the item does or does not apply.

Section II – Remarks. Describe any unsatisfactory item considered a safety item or indication of poor mechanical reliability is grounds for rejection until the equipment is repaired, e.g., no seat belts in a vehicle would be grounds for rejection. When equipment fails several items on the initial inspection, consideration should be given to rejecting the equipment.

EXHIBIT 27
EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET			
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections			
1. AGREEMENT NUMBER <i>DFE-07-0592</i>		2. CONTRACTOR (name) <i>Do-Right Construction</i>	
3. INCIDENT OR PROJECT NAME <i>Big Flye</i>		5. OPERATOR (name) <i>Peter Pulaski</i>	
4. INCIDENT NUMBER <i>ID-1FD-01225</i>		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
6. EQUIPMENT MAKE <i>CAT</i>		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER <i>47A19625</i>		10. LICENSE NUMBER <i>D6</i>	
12. DATE MO/DA/YR <i>7/22/xx</i>		13. EQUIPMENT USE HOUR (DAY) (circle one) WORK SPECIAL <i>4</i>	
START <i>1300</i>		STOP <i>1700</i>	
14. REMARKS <i>Under hire 0900 7/22/xx</i>		15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor	
17. CONTRACTORS OR AUTHORIZED AGENTS SIGNATURE <i>Peter Pulaski</i>		16. INVOICE POSTED BY <i>Justin Gervt</i> (Recorder's initials)	
18. GOVERNMENT OFFICERS SIGNATURE		19. DATE SIGNED <i>7/22/xx</i>	
NSN 7540-01-119-5628		OPTIONAL FORM 297 (7-90)	
50297-102		USDA/USDI	

ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

EQUIPMENT TIME RECORDER

CONTRACTOR

FINANCE

EXHIBIT 27 – Continued

Instructions for form completion:

1. Agreement No. Enter number from block 2 of the EERA or block 2 of the I-BPA.
2. Contractor. Enter the contractor's name as shown in block 4 of the EERA or Block 17a of the I-BPA. Enter the contractor's resource order number.
3. Incident or Project Name. Enter incident name.
4. Incident Number. Enter the incident number.
5. Operator. Enter the names of all operators in block 14, Remarks; note the operational periods that each operator was on duty.
6. Equipment Make. Enter the make of equipment from block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA. (Note: blocks 6 through 8 should reflect what is shown on the EERA or I-BPA and provided by the contractor.)
7. Equipment Model. Enter the model of equipment from block 9 of the EERA or the Schedule of Items or Resource Category form of the I-BPA.
8. Operator. Check 1, in accordance with block 6 of the EERA or Clause D.1 of the I-BPA.
9. Serial Number. Enter serial number of equipment from block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA.
10. License Number. If equipment is licensed, enter license number of equipment (off-road, heavy equipment normally is not licensed).

EXHIBIT 27 – Continued

11. Operating Supplies. Check 1, in accordance with block 7 of the EERA or Clause D.21.4 of the I-BPA.
12. Date. Enter date of use.
13. Equipment Use. Circle hours, days, or miles as per block 11 of the EERA or the Schedule of Items or Resource Category form of the I-BPA. Record the actual hours worked. Enter the start and stop times or beginning and ending mileage in the columns designated as Start/Stop. Calculate the hours worked or miles driven and enter in the Work column. If the rate of pay is by the day, enter "1".

(Refer to Clause 7A of the EERA or the Schedule of Items or the Resource Category form of the I-BPA.)

Enter any information in the "Special" column required in block 12 of the EERA or the Schedule of Items in the I-BPA.

14. Remarks. Enter any information necessary to administer the terms of the EERA or I-BPA.
15. Equipment Status. Mark the appropriate blocks.
16. Invoice Posted By. Enter time recorder initials.
17. Contractor's or Authorized Agent's Signature. To be completed and signed by the appropriate contractor representative, normally at the end of each work shift or break in operational periods.
18. Government's Officer's Signature. To be signed by the incident official responsible for the immediate supervision of the equipment.
19. Date Signed. Enter the date shift ticket is signed.

EXHIBIT 28
EMERGENCY EQUIPMENT USE INVOICE, OF-286

EMERGENCY EQUIPMENT—USE INVOICE

PAGE ___ OF ___

1. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085 b. EIN/SSN 81-7766951				2. INCIDENT OR PROJECT NAME Bad Bear 3. AGREEMENT NUMBER (from OF-294) AG-03KO-C-X-9295 4. EFFECTIVE DATES OF AGREEMENT a. beginning 5/1/XX b. ending 12/31/XX				
5. EQUIPMENT (list make, model, serial number, etc.) Dozer, Caterpillar D6C Serial Number 47A19652				6. POINT OF HIRE (location when hired) Nampa, ID 7. DATE OF HIRE 8/5/XX 8. TIME OF HIRE 0600				
9. ADMINISTRATIVE OFFICE FOR PAYMENT USDA Forest Service Albuquerque Service Center Incident Finance Branch 101 B Sun Avenue NE Albuquerque, NM 87109				10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) 11. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT 12. RESOURCE ORDER NUMBER E-1				
13. YEAR 20XX		14. WORK OR DAILY RATE		15. SPECIAL RATE		16. TOTAL AMOUNT EARNED (14c + 15c)	17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)
MO	DA	a. UNITS WORKED (MMH/PSDA)	b. RATE	c. AMOUNT	a. UNITS WORKED (MMH/PSDA)			
8	5	1.0	1534.00	1534.00				1534.00
8	5	1.0	1534.00	1534.00				1534.00
19. CHARGE CODE P4B7CK (0402)				20. OBJECT CODE		23. GROSS AMOUNT DUE		3068.00
21. EQUIPMENT WAS <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/6/XX TIME: 1600						24. ITEM 23 FROM PREVIOUS PAGE		
22. REMARKS \$322.05 deduction for fuel Equipment was released in same condition as hired						25. TOTAL AMOUNT DUE		3068.00
						26. DEDUCTIONS (attach statement)		-322.05
						27. ADDITIONS (attach statement)		
						28. NET AMOUNT DUE		2745.95
29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.								
30. CONTRACTOR'S SIGNATURE Duddley DoRight			31. DATE 8/6/XX			32. RECEIVING OFFICER'S SIGNATURE Clock Watcher		33. DATE 8/6/XX
34. PRINT NAME AND TITLE Duddley DoRight, Owner						35. PRINT NAME AND TITLE Clock Watcher, PROC		

NSN 7540-01-120-4062

50296-102

OPTIONAL FORM 286 (REV. 7-80) USGSA/GSFI

EXHIBIT 28 – Continued

Instructions for form completion:

1. Contractor. Enter contractor's name and mailing address from block 4 of the EERA or block 17a of the I-BPA. It is important to confirm with the contractor that this is the current mailing address. The EIN/SSN must be completed.
2. Incident Name. Enter incident name.
3. Agreement Number. Enter the agreement number from block 2 of the EERA or the I-BPA.
4. Effective Dates. Enter the effective dates of the agreement from block 3 of the EERA or Clause C.3.1 of the I-BPA.
5. Equipment. Enter the equipment information and cross check with block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA to ensure the equipment provided is the same equipment shown on the agreement.
6. Point of Hire. Enter the point of hire as specified in the agreement. It is mandatory this be completed to calculate travel time to and from the incident.
7. Date of Hire. Enter the date of hire from the agreement, the inspection, or the shift ticket.
8. Time of Hire. Enter time of hire from block 13 or 14 of the shift ticket.
9. Administrative Office for Payment. Enter the name and address of the payment office designated by the incident agency or the EERA or Exhibit B of the I-BPA.
- 10-11. Operating Supplies and Operator. Check the appropriate boxes in accordance with blocks 6 and 7 of the EERA or Clause D.21.4 of the I-BPA.

EXHIBIT 28 – Continued

12. Resource Order Number. Enter the incident order number and request number, e.g., E#, under which the equipment was ordered.
13. Year, Month and Day. Enter appropriate calendar year, month, and day.
- 14-15. Work or Daily Rate. Enter the units worked in sub-block "A" from the shift ticket. Enter the rate in sub-block "B" from block 11 of the EERA or the Schedule of Items or the Resource Category form in the I-BPA. Extend the units worked times the rate and enter the amount in sub-block "C".
16. Total Amount Earned. Add the totals of blocks 14c and 15c and enter in block 16.
17. Guarantee. Enter the guarantee from block 13 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA. If equipment is under a daily rate, there is no guarantee.
18. Amount. Enter the higher amount of block 16 or block 17.
19. Charge Code. Enter incident agency accounting code.
20. Object Code. Payment personnel complete the object code.
21. Released/Withdrawn. Check the appropriate box and enter the date and time from blocks 13, 14, or 15 of the shift ticket.
22. Remarks. Enter any remarks necessary to explain the information on the invoice, such as the reasons for additions or deductions, or a pending claim.
23. Gross Amount Due. Total of entries in column 18.
24. Previous Page(s). If the invoice is more than 1 page in length, carry the amounts forward and enter in this block.
25. Total Amount Due. Total blocks 23 and 24.

EXHIBIT 28 - Continued

26. Deductions. Enter any deductions (i.e. repairs, commissary and fuel) to the invoice and explain in block 22. Attach supporting documents to the invoice.
27. Additions. Enter any additions (i.e. contractor supplied fuel and/or parts) to the invoice and explain in block 22. Attach supporting documents to the invoice.
28. Net Amount. Total of blocks 25, 26, and 27.
29. Release. The contractor should read and agree with the statement in this block. If the contractor has any exceptions, it should be so noted in the remarks.
- 30, 31, 34. Contractor's Signature, Title, Date. The contractor or authorized agent signs, dates, and prints name and title in these blocks.
- 32, 33, 35. Receiving Officer's Signature, Title, Date. The Receiving Officer, normally the Procurement Unit Leader, signs, dates, and prints name and title in these blocks. It should be explained to the contractor that the invoice is subject to audit and errors will be corrected prior to payment.

EXHIBIT 29
EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304

SEE COVER FOR INSTRUCTIONS
 Contractor Government

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE

INCIDENT OR PROJECT NAME: **Bad Bear** OWNER OF EQUIPMENT: **DoRight Construction** E-1

AGREEMENT NUMBER: **AG-03KO-C-X-9295** LICENSE OR IDENTIFICATION NUMBER: **Caterpillar Dozer D6C**

COMMODITY (CIRCLE APPROPRIATE ITEMS): **DIESEL** QUANTITY: **95** UNIT UNIT PRICE AMOUNT

REGULAR GAS	UNLEADED GAS	OTHER (specify)	UNIT	UNIT PRICE	AMOUNT
			Gal	3.39	322.05
DATE AND TIME ISSUED					TOTAL
8/5/XX 2000					322.05
ISSUING AGENT'S SIGNATURE			PRINT NAME AND TITLE		
Splash Henderson			Splash Henderson, Fueller		
RECEIVING AGENT'S SIGNATURE			PRINT NAME AND TITLE		
Tanner Jones			Tanner Jones, Operator		
POSTED TO EQUIPMENT INVOICE (FINANCE USE ONLY): INITIALS DATE					
NSN 7540-01-317-7366 OPTIONAL FORM 304 (7-90)					
50304-101 USDA/USDI					

FINANCE ATTACH TO ISSUING AGENTS OF-286
 FINANCE ATTACH TO RECEIVING AGENTS OF-286
 EQUIPMENT TIME RECORDER
 ISSUING AGENT
 RECEIVING AGENT'S COPY
 ORDERING OFFICE FILE COPY

EXHIBIT 29 – Continued

Instructions for form completion:

1. Incident Name. Enter the incident name.
2. Owner of Equipment. If government owned, enter the agency and home unit. If contractor owned, enter the contractor's name as shown in block 4 of the EERA or block 17a of the I-BPA. Enter the contractor's resource order number.
3. Agreement Number. If contractor owned, enter the agreement number from block 2 of the EERA or the I-BPA. If government owned, enter the request number.
4. Type of Equipment. If contractor owned, enter data from block 9 of the EERA or the Schedule of Items or Resource Category form of the I-BPA.
5. License or Identification Number. Enter serial number and/or license number of contractor's equipment. If government owned, enter identification number such as license number, serial number, or other identification number of the equipment.
6. Commodity. Identify the commodity provided.
7. Quantity. Enter the quantity provided.
8. Unit. Enter the unit of measure for the commodity provided.
9. Unit Price. Enter the unit price (obtained from the Procurement Unit Leader or Buying Team Leader) for the commodity provided.
10. Amount. The amount equal to the unit price (block 9) times the quantity (block 7).
11. Oil/Other. Enter any other products provided and compute extensions.
12. Date and Time Issued. Enter date and time issued.

EXHIBIT 29 – Continued

13. Remarks. Enter pertinent remarks.
14. Total. Enter total (commodity total plus oil/other total).
15. Signatures. The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.
16. Posted to Equipment Invoice. The individual posting the deduction to the invoice initials and dates.

EXHIBIT 30

EMERGENCY EQUIPMENT RENTAL USE ENVELOPE, OF-305

EMERGENCY EQUIPMENT RENTAL-USE ENVELOPE

CONTRACTOR	<i>Doright Construction</i>		
RESOURCE ORDER NO.	ORDERED BY		
ID-807-000080	E-1	<i>Jeri Crall</i>	
ARRIVED AT MOBILIZATION POINT	LOCATION		
DATE 8-5-XX	TIME 0600	<i>Alamogordo</i> , ID	
OPERATOR(S)			
<i>Tanner Jones</i>			
EQUIPMENT TYPE	SIZE	NUMBER	
<i>Digger</i>	D6C	1	147419652
DATE RELEASED	TIME RELEASED		
8-6-XX	11600		

FORMS:

- X. OF-294 EMERGENCY EQUIPMENT RENTAL AGREEMENT
- X. OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (PREUSE)
- X. OF-297 EMERGENCY EQUIPMENT SHIFT TICKET(S)
- X. OF-286 EMERGENCY EQUIPMENT-USE INVOICE
- M4 COMMISSARY ISSUES (IF APPLICABLE)
- M4 OF-288 EMERGENCY FIREFIGHTER TIME REPORT (IF APPLICABLE)
- X. OF-304 EMERGENCY EQUIPMENT FUEL AND OIL ISSUE (IF APPLICABLE)
- X. OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (RELEASE)
- X. ALL GOVERNMENT-ISSUED SAFETY EQUIPMENT RETURNED

ALL FORMS ARE INCLUDED IN THIS ENVELOPE. ALL SIGNATURES HAVE BEEN OBTAINED AND THE ENCLOSED INVOICE IS COMPLETE AND READY FOR PAYMENT. ALL FUEL, OIL, PARTS AND COMMISSARY ISSUES HAVE BEEN POSTED.

Tim Timely _____ 8/7/XX _____
EQUIPMENT TIME RECORDER DATE

Will Buwitt, P/L _____ 8/7/XX _____
FINANCE SECTION CHIEF OR DATE
PROCUREMENT UNIT LEADER

NSW 7540-01-317-7367-50305-101

OPTIONAL FORM 305 (7-90)
USDA/USDI

ADMINISTRATIVE FOLLOWUP NEEDED
YES NO

REMARKS _____

CONTINUE ON REVERSE IF NECESSARY

NOTICE TO CONTRACTOR

REPORT TO: *Incident Command Post*

INCIDENT: *Bad Bear ID-741-000080*

BEFORE LEAVING AN INCIDENT, FINAL INSPECTION AND EQUIPMENT-USE INVOICE MUST BE COMPLETED. YOU ARE NOT CONSIDERED RELEASED AND WILL NOT BE PAID UNTIL ALL INVOICE DOCUMENTS ARE COMPLETED AND SIGNED. CHECK WITH FINANCE SECTION CHIEF.

CONTRACTOR:

EXHIBIT 31
SOLICITATION / CONTRACT/ORDER FOR
COMMERCIAL ITEMS, SF-1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. RFQ/ISSUANCE NUMBER	PAGE 1 OF
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
9. ISSUED BY		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:		
			<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: _____ <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: _____		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS		13. RATING		
<input type="checkbox"/> SEE SCHEDULE			<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
16. DELIVER TO		CODE	16. ADMINISTERED BY		
			CODE		
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY		CODE
		FACILITY CODE			
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF FINANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
					24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT. REF. _____ OFFER DATE: _____ YOUR OFFER OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE					
STANDARD FORM 1449 (REV. 3/2011) Prescribed by GSA - FAR (48 CFR) 53.212					

<p>1. Gauges & Lights</p>	<ul style="list-style-type: none"> Speedometer inoperative (Federal Motor Carrier Safety Regulation (FMCSR 393.82)) All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working. (FMCSR 393.9) 	<p>8. Brakes</p>	<ul style="list-style-type: none"> Brake system has any missing, loose, broken, out of adjustment or worn out components Brake system has any air or fluid leaks. (FMCSR Appendix G, Sub. B) Brake system has any other deficiencies as described in FMCSR Appendix G, Sub. B
<p>2. Seat Belts</p>	<ul style="list-style-type: none"> Any Driver's or right outboard seat belt, missing or inoperative. (FMCSR 393.93) Passenger carrying have have missing or inoperative seat belts in passenger areas. Buses excepted. 	<p>10. Springs & Shocks</p>	<ul style="list-style-type: none"> Any U-bolt, spring, spring hanger, or any other axle positioning part is cracked, broken, loose or missing resulting in any shifting of an axle from it's normal position. (FMCSR Appendix G, Sub. B)
<p>3. Glass & Mirrors</p>	<ul style="list-style-type: none"> Any windshield crack over ¼" wide. Any damage ¾" or greater in diameter. Any 2 damaged areas are closer than 3" to each other Any crack less than ¼" wide intersectes with any other crack. (FMCSR 393.60) Any crack or discoloration in the windshield area lying within the sweep of the wiper on either side of the windshield (FMCSR Appendix G, Sub. B) Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. See exceptions (FMCSR 393.80) Any required mirror broken. 	<p>11. Exhaust</p>	<ul style="list-style-type: none"> Any leaks at any point forward of or directly below the driver and/or sleeper compartment Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15' for other than Gasoline powered, or forward of any door or window designed to be opened on other than Gasoline powered bus. (Exception: emergency exit) Any part of the exhaust system so located as would be likely to result in burning, charring, or damaging the wiring, fuel supply or any combustible part of the vehicle. (FMCSR Appendix G, Sub. B)
<p>4. Wipers & Horn</p>	<ul style="list-style-type: none"> Wipers blade(s) fail to clean windshield within 1" of windshield sides. (FMCSR 393.78) Horn: missing, inoperative, or fails to give an adequate and reliable warning signal. (FMCSR 393.81) 	<p>12. Frame</p>	<ul style="list-style-type: none"> Any cracked, broken, loose or sagging frame member. Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body or frame to contact the tire or wheel assemblies. Adjustable axle assemblies with lockin pins missing or not engaged. (FMCSR Appendix G, Sub. B)
<p>5. Engine Compartment</p>	<ul style="list-style-type: none"> Low Fluid levels Loose or leaking battery Excessive leaks Cracked or deteriorated belts or hoses. Any condition of impending or probable failure. 	<p>13. Tires</p>	<ul style="list-style-type: none"> Tread depth less than 4/32" on steering axle. Less then 2/32" on any other axle. Any body ply or belt material exposed through tread or sidewall. Any tread or sidewall separation. Any cut exposing ply or belt material. Any tire marked "not for highway use". A tube-type radial tire without radial tube stem markings. Any mixing of bias and radial tires on the same axle. Any tire not properly inflated or overloaded. Any bus with recapped tires. (FMCSR Appendix G, Sub. B) Lock or slide rings; any bent, broken, cracked, improperly seated, sprung or mismatched ring(s). Wheels and rims; any cracked or broken or has elongated bolt holes. Fasteners (both spoke and disc wheels). Any loose, missing, broken, cracked, stripped or otherwise ineffective fasteners. Any cracks in welds attaching disc wheel to rim. Any cracks in welds attaching tubeless demountable rim to adapter. Any welded repair on aluminum wheel(s) on a steering axle or any welded repair other than disc to rim attachment on steel disc wheel(s) on steering axle. (FMCSR Appendix G, Sub. B)
<p>6. Fuel System</p>	<ul style="list-style-type: none"> Visible leak at any point. Fuel tank cap missing. Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets. (FMCSR Appendix G, Sub. B) 		
<p>7. Steering</p>	<ul style="list-style-type: none"> Steering wheel does not turn freely, has any spokes cracked, loose spokes or missing parts. Steering lash not within parameters, see chart, in FMCSR 393.209. Steering column is not secure. Steering system; any U-joints worn, faulty or repaired by welding. Steering gear box is loose, cracked or missing mounting bolts. Pitman arm loose. Power steering; any components inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping. Any fluid leaks, fluid reservoir not full. (FMCSR 393.209) 		

EXHIBIT 32 - Continued
INSPECTION ITEMS

(REF. FEDERAL MOTOR CARRIER SAFETY REGULATIONS)

HOLD FOR REPAIRS.

<p>1. Gauges & Lights</p>	<ul style="list-style-type: none"> - Speedometer inoperative. (Federal Motor Carrier Safety Regulation (FMCSR 393.82) - All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working. (FMCSR 393.9) 	<p>8. Brakes</p> <ul style="list-style-type: none"> - Brake system has any missing, loose, broken, out of adjustment or worn out components. - Brake system has any air or fluid leaks. (FMCSR Appendix G, Sub. B) - Brake system has any other deficiencies as described in FMCSR Appendix G, Sub. B.
<p>2. Seat Belts</p>	<ul style="list-style-type: none"> - Any driver's or right outboard seat belt, missing or inoperative. (FMCSR 393.93) - Passenger carrying have missing or inoperative seat belts in passenger seats, Buses excepted. 	<p>10. Springs & Shocks</p> <ul style="list-style-type: none"> - Any U-bolt, spring, spring hanger or any other axle positioning part is cracked, broken, loose or missing resulting in any shifting of an axle from it's normal position. (FMCSR Appendix G, Sub. B)
<p>3. Glass & Mirrors</p>	<ul style="list-style-type: none"> - Any windshield crack over 1/4" wide. - Any damage 3/4" or greater in diameter. - Any 2 damaged areas are closer than 3" to each other. - Any crack less than 1/4" wide intersects with any other crack. (FMCSR 393.60) - Any crack or discoloration in the windshield area lying within the sweep of the wiper on either side of the windshield (FMCSR Appendix G, Sub. B) - Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. (See Exceptions (FMCSR 393.80) - Any required mirror broken. 	<p>11. Exhaust</p> <ul style="list-style-type: none"> - Any leaks at any point forward of or directly below the driver and/or sleeper compartment. - Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15' for other than Gasoline powered, or forward of any door or window designed to be opened on other than Gasoline powered bus. (Exception: emergency exit) - Any part of the exhaust system so located as would be likely to result in burning, charring, or damaging the wiring, fuel supply or any combustible part of the vehicle. (FMCSR Appendix G, Sub. B)
<p>4. Wipers & Horn</p>	<ul style="list-style-type: none"> - Wiper blade(s) fail to clean windshield within 1" of windshield sides. (FMCSR 393.78) - Horn, missing, inoperative, or fails to give an adequate and reliable warning signal. (FMCSR 393.81) 	<p>12. Frame</p> <ul style="list-style-type: none"> - Any cracked, broken, loose or sagging frame member. - Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body or frame to contact the tire or wheel assemblies. - Adjustable axle assemblies with locking pins missing or not engaged. (FMCSR Appendix G, Sub. B)
<p>5. Engine Compartment</p>	<ul style="list-style-type: none"> - Low fluid levels - Loose or leaking battery - Excessive leaks - Cracked or deteriorated belts or hoses. - Any condition of impending or probable failure. 	<p>13. Tires & Tread</p> <ul style="list-style-type: none"> - Tread depth less than 4/32" on steering axle. - Less than 2/32" on any other axle. - Any body ply or belt material exposed through tread or sidewall.
<p>6. Fuel System</p>	<ul style="list-style-type: none"> - Visible leak at any point. - Fuel tank cap missing. - Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets. (FMCSR Appendix G, Sub. B) 	<ul style="list-style-type: none"> - Any tread or sidewall separation. - Any out exposing ply or belt material. - Any tire marked "Not for highway use". - A tube-type radial tire without radial tube stem markings. - Any mixing of bias and radial tires on the same axle. - Any tire not properly inflated or overloaded. - Any bus with recapped tires. (FMCSR Appendix G, Sub. B) - Lock or slide rings; any bent, broken, cracked, improperly seated, sprung or mismatched ring(s). - Wheels and rims; any cracked or broken or has elongated bolt holes. - Fasteners (both spoke and disc wheels). Any loose, missing, broken, cracked, stripped or otherwise ineffective fasteners. - Any cracks in welds attaching disc wheel disc to rim. - Any crack in welds attaching tubeless demountable rim to adapter. - Any welded repair on aluminum wheel(s) on a steering axle or any welded repair other than disc to rim attachment on steel disc wheel(s) on steering axle. (FMCSR Appendix G, Sub. B)
<p>7. Steering</p>	<ul style="list-style-type: none"> - Steering wheel does not turn freely, has any spokes cracked, loose spokes or missing parts. - Steering lash not within parameters, see chart, in FMCSR 393.209. - Steering column is not secure - Steering system; any U-joints worn, faulty or repaired by welding. - Steering gear box is loose, cracked or missing mounting bolts. - Pitman arm loose. - Power Steering; any components inoperative. - Any loose, broken or missing parts. Belts frayed, cracked or slipping. - Any fluid leaks, fluid reservoir not full. (FMCSR 393.209) 	

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