

INCIDENT BUSINESS OPERATING GUIDELINES

SAMPLE OPERATING GUIDELINES

INCIDENT BUSINESS ADMINISTRATION

_____ **(unit name)**

Enclosed are Operating Guidelines for incident business administration activities on the _____. These guidelines are provided to support incident management team (IMT) operations and to provide consistency in incident business management operations throughout the unit. Deviation from these guidelines will be negotiated with the Incident Business Advisor (IBA) or Agency Administrator (AA) or Administrative Representative in advance.

Incident Business Advisor

Delegation of Authority. The incident agency's Administrative Representative (*name*, work phone (###)###-####; cell phone (###)###-####, home phone (###)###-####) is the delegated IBA for the incident agency. An off-unit IBA may be resource ordered to assist the unit. During the IBA's absence, any of the following may be delegated IBA responsibilities, depending on availability:

Name **Position** **Work Phone #** **Home Phone #**

An off-unit IBA may be resource ordered to assist the unit.

Responsibilities.

The IBA is as a liaison between the Agency Administrator and the IMT. The IBA will make visits to any established incident command post, staging area, and other incident support locations, e.g., expanded dispatch, buying team, administrative payment team, to facilitate communication and successful incident business practices. Technical specialists may accompany the IBA to assist in specific areas of concern, e.g., business, fiscal or acquisition personnel. The IBA will provide all incident support activities with telephone number(s) to ensure 24-hour contact for business management assistance.

INCIDENT BUSINESS OPERATING GUIDELINES – Continued

In dealing with cost containment issues, it is important for the IBA to be a partner with the IMT and AA for effective cost containment balances, taking into consideration fire suppression tactics and strategies relative to the incident. This requires aggressive action to highlight inappropriate or questionable procurement requests as well as ineffective use of items under contract, plus exploration of alternatives, whereby joint IC, AA and IBA decision can be made.

Organization and Communications

Names of the individuals responsible for counterpart activities:

Acquisition (name, work phone, cell phone, home phone)

Property Management (name, work phone, cell phone, home phone)

Unit Dispatch (name, work phone, cell phone, home phone)

Injury Compensation (name, work phone, cell phone, home phone)

Claims (Property Loss/Damage) (name, work phone, cell phone, home phone)

As a minimum, the Finance/Administration Section Chief (FSC) and IBA will establish a set time for daily communications for information exchange and to report current progress of incident business management operations.

Note: It is recommended that the IBA contact the FSC after the IMT has been notified of release from the incident, to ensure all financial documents are ready for transition to the incident agency, payment office or replacement IMT and to check on the status and condition of payments processed by the Finance/Administration Section. Follow-up will also be made following payments to provide information on fiscal, procurement, etc. insights.

The Procurement Unit Leader is responsible to communicate with the Supply Unit Leader and Buying Team leader throughout the incident.

INCIDENT BUSINESS OPERATING GUIDELINES – Continued

The open flow of communication between these parties will facilitate acquisition needs and property tracking.

Procurement

The incident agency Administrative Representative provides the Finance/Administration Section with the Incident Service and Supply Plan. Incident agency acquisition staff are available to discuss information provided in the plan.

Service and Supply Plan to include:

- Acquisition Organization Chart including contact work and cell telephone numbers
- Emergency Service Providers (include Agency-Provided Medical Care information, if applicable)
- List of Emergency Equipment Rental Agreements (EERAS) (The IMT is responsible to request copies EERAs as necessary.)
- Supply/Service Vendors (include copies of Blanket Purchase Agreements)
- Local interagency agreements and operating plans
- Incident Agency and local unit procurement procedures
- Geographic Area Equipment Rates (Interagency Incident Business Management Handbook, Chapter 20)
- Maps - geographical information

Many of the normal restrictions on purchasing supplies and services apply when buying for incident operations. Some exceptions exist for emergency incident acquisition, e.g., commissary items and items in lieu of per diem necessary for operating an incident camp. Procurement personnel will consult with the IBA before purchasing such items.

Meal and motel tickets will be used and must be signed by both the procurement official and the individual(s) to which issued.

Buying Unit Procedures

Initially, incident agency acquisition staff provides acquisition support to the IMT.

The incident agency's Administrative Representative determines the need to resource order a Buying Team and may assign incident agency acquisition staff to assist. The Buying Team will follow National Interagency Buying Team Guide operating procedures and adhere to incident agency policy.

The IBA and/or appropriate official consults with the IMT and expanded dispatch regarding Buying Team release date.

Buying Team Leader is responsible to visit the incident command post and incident support locations to establish open lines of communication with IMT personnel (e.g., Expanded Dispatch, Logistics Section Chief, Supply Unit Leader and Procurement Unit Leader) to determine the ordering process.

Property Management

The IMT is responsible to cost-effectively manage incident-assigned property, including establishing incident procedures for issuance and return of property.

The Buying Team Leader coordinates with IMT personnel to ensure tracking of sensitive, accountable property.

The IMT is responsible to ensure that property not returned is documented in accordance with incident agency procedures, including, but not limited to vendor invoice deductions, completion of property loss/damage forms.

Incident Replacement. All property treated as replacement will be so described on Agency specific forms, Waybill, or left on the incident for rehab or mop up (manifest to the incident unit). All property left on the

INCIDENT BUSINESS OPERATING GUIDELINES – Continued

unit at the close of the incident, will be properly temporarily transferred on the Agency's form.

Commissary

The incident agency approves the use of agency commissary.

The IMT may resource order a national contract commissary. The FSC is designated as the contract commissary Contracting Officer's Representative (COR) and will follow requirements and procedures established in the national commissary contract, including establishment of hours of operation, review/approval of items sold, completion of contractor performance evaluation, invoicing.

Compensation for Injury and Agency-Provided Medical Care

Incident agency's contact: (*Name*) Work telephone (###) ###-####. The IMT Compensation/Claims Unit Leader follows paperwork disposition procedures in the IIBMH.

All medical services, agency-provided medical care agreements, physicians, burn center, forms, etc., are included in the Emergency Incident Acquisition Plan that will be given to the Finance/Administration Section. If the plan is not readily available, contact the assigned Buying Unit or incident agency's acquisition staff for a copy of the information.

Information Systems Management

The incident agency will provide the requested computer needs available to them. Although the computer system may be used in support of the incident, it remains under the control of the incident agency's computer specialist and Administrative Representative.

Following is a list of (*unit name*) computer personnel and their home telephone numbers in contact order.

Name

Phone

Shift

INCIDENT BUSINESS OPERATING GUIDELINES – Continued

Payments

The IBA, and/or FSC, and incident agency Administrative Representative determine the need for an Administrative Payment Team (APT). Normally, the APT will be ordered for incidents expected to exceed 2 weeks in duration and the incident agency cannot provide payment support using regular payment procedures.

Prior to processing any payments, the APT meets with the incident agency's budget/fiscal staff to ensure procedures are in place to avoid duplicate payments.

Depending on the length of the incident and size of vendor's operations, partial payments may be made on a case-by-case basis. All payment documents should be submitted as they are closed out for processing.

Incident Agency Payments

A representative from the budget/fiscal acquisition staff will visit Finance/Administration units to ensure accuracy of payment processes.

Invoices are to be forwarded to budget/fiscal or acquisition, as soon as completed, to ensure timely payment to vendors and contractors. Hand deliver invoices upon incident closeout to the budget/fiscal unit. Ensure a Finance/Administration Section employee is available to discuss incomplete payments or those requiring additional clarification.

End of Pay Period Time & Attendance Reports

The IBA and FSC will determine the most efficient and effective means for processing/communicating pay information to home units at the end of each pay period.

Law Enforcement

All criminal investigations will be conducted by the assigned criminal investigators and law enforcement officers, and will be supervised by the Agency Law Enforcement Coordinator (*name*).

INCIDENT BUSINESS OPERATING GUIDELINES – Continued

Incident assigned law enforcement personnel are responsible to complete other types of investigations (claims, motor vehicle accidents, etc.).

Closeout

The Incident Finance Package will meet the standards outlined in Chapter 40 of the Interagency Incident Business Management Handbook. The _____ (unit) also requires the following:

1. xxxxx
2. xxxxx
3. xxxxx

The IBA and Administrative Representative will participate in the IMT exit interview. The IBA and Administrative Representative provide input to the Agency Administrator regarding IMT performance related to business management.

LAND USE AGREEMENT CHECKLIST

LAND USE AGREEMENTS

CHECKLISTS

AND

GENERAL GUIDANCE

LAND USE AGREEMENT CHECKLIST – Continued

SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY
CHECKLIST

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

LAND USE AGREEMENT CHECKLIST – Continued

DIPPING SITES/PONDS
CHECKLIST

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

LAND USE AGREEMENT CHECKLIST – Continued

**IC CAMP/HELIBASE
CHECKLIST**

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

LAND USE AGREEMENT CHECKLIST – Continued

AIRPORTS
CHECKLIST

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

LAND USE AGREEMENT CHECKLIST – Continued

SITUATIONS NOT REQUIRING A LAND USE AGREEMENT

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

LAND/FACILITY RESTORATION CONSIDERATIONS

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

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

LAND USE AGREEMENT CHECKLIST – Continued

CONSIDERATIONS FOR DETERMINING RATE

- BEFORE NEGOTIATING RATE:
 - Determine ownership of land / facilities
 - Confirm owner's agent if applicable
 - Resources available to confirm ownership
 - City or County Tax Assessor's Office
 - Courthouse

- Private Campgrounds – what are average receipts / revenues for similar time period

- Historical record of rates for use in local area – local rangers may be good source

- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities

- Fairgrounds – were there any events cancelled or rescheduled to make them available?

- Cost of relocating and feeding of stock

- Are there vacant facilities held by other agencies that may be available?

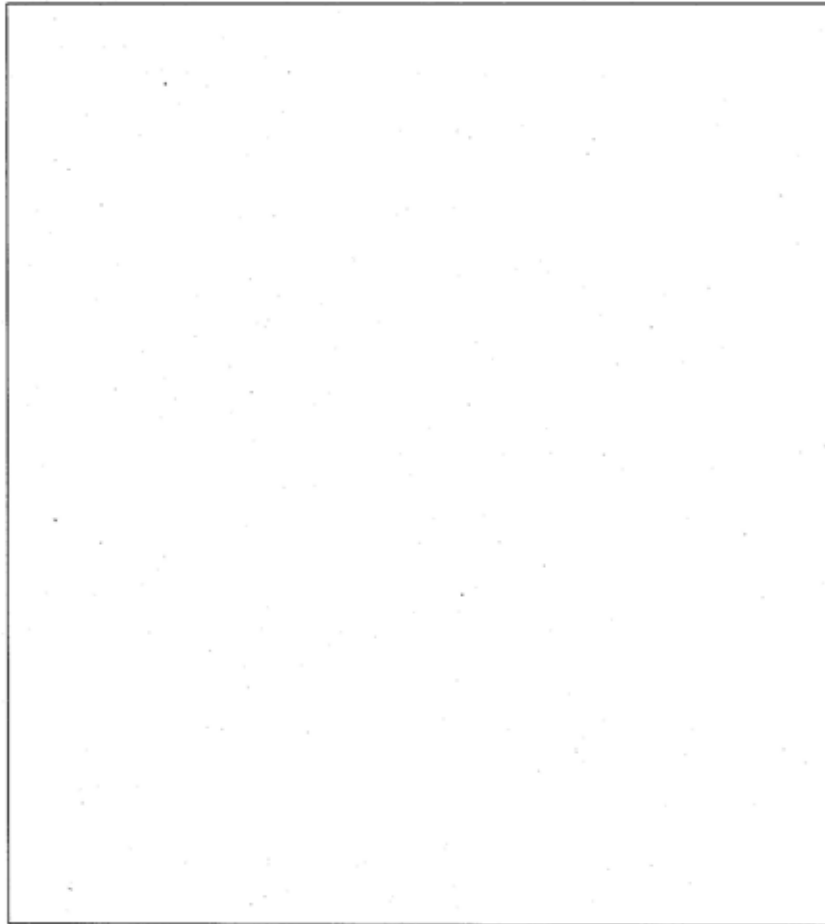
- Consider a not to exceed rate commensurate with property value

- Sources of market research:
 - banks
 - real estate offices
 - local employees
 - local assessor offices
 - local agency lands offices
 - newspapers
 - feed store bulletin boards
 - documentation at local offices from previous incidents

LAND USE AGREEMENT FORM – Continued

Page ___ of ___
Agreement No: _____

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER (if different from Owner's)		PHONE NUMBER:	

LAND USE AGREEMENT FORM – Continued

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
EMERGENCY FACILITIES AND LAND USE AGREEMENT**

**52.213-4 – Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)
(Aug 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).
 - (v) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (2) Listed below are additional clauses that apply:
 - (i) 52.232-1, Payments (Apr 1984).
 - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
 - (iii) 52.232-11, Extras (Apr 1984).
 - (iv) 52.232-25, Prompt Payment (Oct 2003).
 - (v) 52.233-1, Disputes (July 2002).
 - (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
 - (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act
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LAND USE AGREEMENT FORM – Continued

and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) **FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998).** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

or

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

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

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

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

(e) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or

LAND USE AGREEMENT FORM – Continued

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

LENGTH OF ASSIGNMENT EXTENSION DOCUMENTATION

DOCUMENTATION OF LENGTH OF ASSIGNMENT
EXTENSION REQUIREMENTS

Documentation of any type of assignment extension shall include the following:

I. Resource Name: _____

Position/Type of Resource: _____

II. Length of Extension: _____

III. Rationale for Extension (Circle all that apply);

- A. Life and property threatened.
 - B. Suppression objective(s) are close to being met.
 - C. Replacement resources are not available (Unable to Fill)
 - D. Military assignment.
 - E. Other: _____
- _____

IV. Recommendation

Incident Supervisor (of resource to be extended), Title and Signature

V. Approval Signatures / Date

Resource (to be extended): _____

Incident/Area Commander: _____

Hosting GACC: _____

Home Unit Supervisor: _____

Sending GACC: _____

NICC (if National Resource): _____

