



28 – Exhibit 02 – Continued

AUTOMATED RESOURCE ORDER FORM

Report ID: R031 Version: 2.4.1.12  
Station ID: 2098

RESOURCE ORDER		Initial Date/Time		2. Incident / Project Name		3. Incident / Project Order Number		Financial Codes	
EQUIPMENT		06/08/07 0903		Bad Bear		ID-BOF-000080			
5. Descriptive Location		6. TWN		RING		Base MDM		9. Jurisdiction / Agency	
Boise National Forest 1918 Commerce Boise, ID 8370		ZZN		11E		Boise, ID		Boise National Forest	
		LAT. 45 13 52N		19		ID-BDC (Dispatch) 208-384-3398		10. Ordering Office	
		LONG. 115 09 14W						Boise Intragency Logistics Center	
11. Aircraft Information									
Bearing	Distance	Contact Name		Frequency Type		Assigned Frequency		Other Aircraft / Hazards (within 1 mile)	
265	47			Flight Following		TX/RX: 173.7625 FS North/South		IFixed Hazard N/A (See Documental - 45 27 24 N	
36	53			Ground		TX/RX: 171.450 North/South		115 20 02 W	
113	100			Ground		TX/RX: 172.200 South Simplex			
12. Request Number									
E-1	06/08/07 0916 MST	From	To	City	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit
		ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Dozer, Type 2	06/05/07 0900 MST	Incident Base	ID-BDC	ID-BDC
Special Needs									
E-2	06/08/07 0917 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation - Pickup	06/05/07 0900 MST	Incident Base	ID-BDC	ID-BDC
Reporting Instructions									
E-3	06/08/07 0917 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation, Bus, Crew Carrier	06/05/07 0900 MST	Incident Base	ID-BDC	ID-BDC
Reporting Instructions									
Special Needs									
E-4	06/08/07 0918 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Engine, Type 3	06/05/07 1100 MST	Incident Base	ID-BDC	ID-BDC
Reporting Instructions									
Special Needs									
E-5	06/08/07 0918 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation - Truck, Flatbed	06/07/07 0600 MST	Incident Base	ID-BDC	ID-BDC
Reporting Instructions									
Special Needs									
13. Resource Assigned									
Resource Assigned	Unit ID	Assigned Date/Time	Resource Assigned	Unit ID	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To	
Dozer Type II - DoRight Construction - DMC model 74A (ID-BDC)	ID-BDC	06/05/07 0922 MST	ID-BDC	ID-BDC	06/07/07 0900 MST	11:30 MST	06/07/07 0600 MST	Nampa (Nampa, ID)	
Pickup - Dodge 1/2 T 4x4 Pickup (Dodge Pickup 4181958) (ID-BDC)	ID-BDC	06/08/07 0923 MST	ID-BDC	ID-BDC	06/07/07 0500 MST	07:30 MST	06/07/07 0500 MST	Nampa (Nampa, ID)	
Bus, 40 Passenger - DoRight Construction (40 Passenger Bus 4158647) (ID-BDC)	ID-BDC	06/08/07 0925 MST	ID-BDC	ID-BDC	06/08/07 0800 MST	10:30 MST	06/08/07 0800 MST	NIFC	
Engine - Type III - DoRight Construction (DoRight Construction - Engine) (ID-BDC)	ID-BDC	06/08/07 0928 MST	ID-BDC	ID-BDC	06/08/07 1600 MST	19:00 MST	06/08/07 1435 MST	Lowman Complex	
Truck, Flatbed - 30T - DoRight Construction (30T Flatbed, DoRight Construction - 1992 Newirth) (ID-BDC)	ID-BDC	06/08/07 0927 MST	ID-BDC	ID-BDC	06/07/07 0830 MST	11:30 MST	06/07/07 0735 MST	Nampa (Nampa, ID)	

Run Date: 06/08/2007 11:38 CST



28 - Exhibit 03

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

**EMERGENCY EQUIPMENT RENTAL AGREEMENT**

1. ORDERING OFFICE (name and address) Lewis & Clark National Forest PO 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-03KO-C-X-9295				
		3. EFFECTIVE DATES a. beginning 5/1/XX		b. ending 12/31/XX		
4. CONTRACTOR a. name and address DoRight Construction PO 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 (8 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	DY
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 daily rate, 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 <i>Duddley DoRight</i>		16. DATE 5/1/XX	17. CONTRACTING OFFICER'S SIGNATURE <i>Wright Price</i>		18. DATE 5/1/XX	
19. PRINT NAME AND TITLE Duddley DoRight, Owner			20. PRINT NAME AND TITLE Wright Price, Contracting Officer			

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EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

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

**Replace all of the existing clauses on the back 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 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 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

28 – Exhibit 03 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.

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 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](http://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 tool such as a leatherman.

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

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

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EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

**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)

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28 – Exhibit 04

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294  
INSTRUCTIONS

- 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. On pre-season sign-up agreements, 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 one 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.

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EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294  
INSTRUCTIONS

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.
- 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.