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**GREAT BASIN COORDINATING GROUP  
INTERAGENCY INCIDENT BUSINESS MGMT HANDBOOK  
SUPPLEMENT**

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**This document provides direction for the Great Basin and supplements the Interagency Incident Business Management Handbook, PMS-902.**

**CHAPTER 20 – ACQUISITION**

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**Approved:** /s/ SUSAN A. STEWART  
Chair, Great Basin Coordinating Group

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

<b>New Document(s):</b>	NWCG HB2_20	55 Pages
<b>Superseded Document(s) by Issuance Number</b>	RM/GBCG-2011-3	148 Pages

**Digest:**

- No rate changes from 2011 for non-solicited equipment.
- Added clarification on local competitive agreements.

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### Delegations of Procurement Authority

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

### Policy

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

Exceptions to the use of the standard rates are:

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

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

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

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

**Definitions**

1. Double Operator/Crew Rate. Equipment is staffed with two operators or two crews (one per shift). The double shift rate will apply any calendar day the equipment was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift,
2. Dry. The government furnishes all operating supplies after the equipment arrives at the incident.
3. Emergency Equipment Rental Agreement (EERA). Used for incident only sign up of equipment utilizing the OF-294 form.
4. Fully Operated Rate. Fully operated rates set forth in this supplement are based on estimated increases of Service Contract Act (SCA) wages. Contractors are required to meet the prevailing SCA wage determination for the period. Equipment can be hired "wet" or "dry".
5. Incident Blanket Purchase Agreement (I-BPA). Preseason Agreements for incident support utilizing the SF-1449 form. This will replace the EERA for preseason sign up of equipment.
6. Local Resource. Those resources that are located within the response area for which a dispatch center is responsible.
7. Operating Supplies. As noted on the agreement, operating supplies are provided either by the government or the contractor. When it is the government's responsibility to provide these supplies, but the contractor supplies them, reimbursement shall be made by the government. Use Block 27, Emergency Equipment Use Invoice (OF-286) to make this reimbursement. When the reverse is true and the government provides supplies that should be furnished by the contractor, a deduction for the value of the supplies shall be taken in Block 26 of the invoice. Documentation of reimbursements and deductions shall be attached to the OF-286.
8. Ordinary Wear and Tear. On an incident may include conditions which are harsher than non-incident use of the same equipment. Is determined by the incident Procurement Unit Leader, Contracting Officer, or Successor Contracting Officer who originally signed the I-BPA/EERA based on the circumstances surrounding any alleged damage.
9. Repair Rate. Pursuant to Clause 4 of the General Provisions of the Emergency Equipment Rental Agreement. The rate to be assessed for government-provided repairs shall be actual cost for parts and labor will be assessed at \$75/hour.
10. Single Operator/Daily Rate. Equipment is staffed with one operator or crew. A normal shift is 12-16 hours long.

11. Standard Rate. The rates established within this supplement are the standard rates throughout the Great Basin Geographic Areas.

12. Un-operated Rate. The un-operated rates are based on a government–provided operator.

13. Virtual Incident Procurement (VIPR). A web-based incident procurement tool used by the Forest Service to create I-BPAs.

14. Wet. The contractor furnishes all operating supplies.

15. Work Rates. For equipment not shown in this supplement, the rates shall be negotiated taking into consideration wages (if hired fully operated), depreciation, taxes, storage, insurance, overhead, and profit. Local customary rates shall also be considered.

## **INCIDENT AGENCY SERVICE AND SUPPLY PLAN**

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

## **SOURCES OF SUPPLY**

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

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

## **ACQUISITION METHODS**

### **Government Charge Cards and Convenience Checks**

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

1. Commercial Invoice. Upon receipt of a commercial invoice from the vendor, payment should be made using a Purchase Card or Convenience Check. Use Invoices

should not be created when a commercial invoice is the billing method in order to mitigate a potential duplication of payment. The following are required for payment: resource order, shift ticket, vendor name/address, date and time hired and released and a government official's signature as "services received."

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

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

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

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

For information regarding procedures for the procurement of items considered durable property refer to the Buying Team Guide or Chapter 30.

### **Land Use and Facility Rental Agreements**

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

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

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

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

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

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

### **Emergency Equipment Rental Agreements (EERA), OF-294**

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

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

### **General Guidelines for Equipment Hire**

1. Laws, Regulations, and Guidelines.
  - a. Service Contract Act (SCA) Wage Determination. Federal Agencies shall apply the SCA to all rentals where service employees are used, except for owner/operators. Contractors are responsible for paying these rates. The Procurement Unit Leader shall post copies of the applicable Wage Determination, Service Contract Act, and Fair Labor Standards Act posters in a public location at each incident command post.
  - b. I-BPA. Use the Generic I-BPA Template found at <http://www.fs.fed.us/business/incident/solicitations> to establish I-BPAs.
  - c. EERA Special Provisions. Special Provisions should apply to the specific equipment.

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



- (i) EERA General Clauses (exhibit 01 or 02 depending on which form is used).
- (ii) Wage Determination (for equipment hired with operator).
- (iii) Credit Card required for fuel purchasing (as provided under Fuel Tender).
- (iv) FAR Clause for EERA (exhibit 03).
- (v) All payments will be made by the incident agency. The payment office will be designated in block 9 of the Emergency Equipment Use Invoice, form OF-286.
- (vi) Contractors shall not receive payment for the same piece of equipment under a daily rate from more than one jurisdictional agency during the same calendar day.
- (vii) There is no guarantee of time under hire or the hours of operation. Hours of operation are determined by the Incident Commander and documented in the IAP or provided verbally. For pay purposes refer to General Clauses 6 and 7.
- (viii) Mechanical repairs shall be made and paid for by the Contractor. The Government may, at its option, elect to make repairs when necessary to keep the resource operating. The cost of such repairs will be \$75 per hour, plus parts and will be deducted from payment to the contractor.

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

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

d. Gross Vehicle Weight (GVW)/Gross Vehicle Weight Rating (GVWR). Equipment, which by law requires an operator to possess a driver’s license to operate on a public highway, shall be licensed. The licensed gross vehicle weight GVW shall equal or exceed the weight of the vehicle fully loaded including operators and accessory equipment.

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

- (i) A single vehicle with a gross vehicle weight rating (GVWR) of more than 10,000 or 26,000 pounds depending upon the states DOT requirements.

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

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

f. Operator Hour Limitations. Operator assignments should be on a scheduled rotation for each operational period if the equipment is working 24 hours per day. When equipment is used less than 24 hours per day and only one operator is provided, base the operator's schedule on an operational period allowing a minimum of 8 hours off duty between operational periods. All Work/Rest Guidelines in this handbook apply (Chapter 10, sec 12.7-1 and 12.7-2).

g. Special Guidelines for Equipment Hire. For periods of work exceeding 14 days, the contractor, as a professional firefighting organization, shall follow the requirements for work/rest as stated in Interagency Incident Business Management Handbook, Chapter 10, sections 12.7-2 and 3; and Clause 7d and 17 of the I-BPA/EERA. The contractor has the responsibility to see that crewmembers are working safely and are rested.

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

i. DOT Requirements. All commercial motor vehicles must meet all DOT requirements found in 49 CFR 390 through 396. Please refer to website: <http://www.fmcsa.dot.gov/>

## Hiring Methods

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

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

**COMPETITIVE AGREEMENTS (LOCAL ONLY):** Resources competed on a local basis only. In this situation the 90% rate from these solicitations only applies to the local area where the solicitation occurred and does not carry forward to other areas. Vendors should not have agreements in multiple areas, either competitive agreements or incident only agreements. A list of existing local agreements will be posted to the GB Website. This does not include Nevada BPAs.

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

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

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

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

1. **Aircraft Landing Fees (Commercial)**

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

2. **Airports (Commercial)**

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

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

3. **Ambulance (Informal)**

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

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

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

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

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

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

**4. ATV (Commercial)**

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

**5. ATV (Informal)**

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

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

#### 6. Bus, Crew Carrying (Competitive)

These types of buses are on a national solicitation. See <http://www.fs.fed.us/fire/contracting/buses/buses.htm>. If there is an immediate need to utilize a vendor that has not been through the preseason process, contact Terry Eller, National COTR, (828) 479-6431 for requirements, specifications and rates.

#### 7. Bus, Motor Coach (Commercial)

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

#### 8. Bus, School (Commercial)

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

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

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

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

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

**9. Chainsaw (Commercial)**

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

**10. Chainsaw/Small Engine Repair (Informal)**

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

**11. Chipper (Informal)**

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

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

**12. Clerical Support Unit (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

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

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**14. EMT With Kit (Informal)**

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

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

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

**15. Engine (Competitive)**

For incident only signups contact Sue Huston, R4 Contracting Officer, (801) 625-5811 for specifics, terms and conditions for hiring.

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

**16. Excavator, Hydraulic (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**17. Faller Module (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**18. Fuel Tender (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide

**19. Generator (Commercial)**

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

**20. GIS Units (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**21. Gray Water Truck (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**22. Helibase Aircraft Rescue and Firefighting Apparatus (Commercial/Informal)** At a minimum the apparatus will meet the following requirements. Available from commercial sources and should reflect the standard commercial rates.

Minimum Requirements	
Tank, minimum capacity (gal)	500
Pump, minimum flow (gpm)	150
@ rated pressure (psi)	250

Hose 2 ½" double jacket (ft)	300
1 ½" double jacket (ft)	500
2 ½" intake	1
Ladder	14'
Cab-Mounted Spot Light	2
Personnel	3

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

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

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

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

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**24. Lighting System/Light Tower (Commercial)**

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

**25. Mechanic Service Truck (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**26. Mobile Laundry (Informal)**

Utilize national template posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**27. Modular Office (Commercial/Informal)**

Utilize national template posted at <http://www.fs.fed.us/business/incident/solicitations>.



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

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

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

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

#### 28. **Pack String (Commercial)**

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

#### 29. **Portable Toilet/Handwash Stations (Commercial)**

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

#### 30. **Handwashing Station, Trailer Mounted (Competitive)**

For incident only signups utilizing specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

#### 31. **Potable Water Truck (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

32. **Pump (Commercial)** Available from a number of commercial sources. Rates should be based on standard commercial rates.

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

34. **Refuse/Garbage Collection (Commercial)** Available from a number of commercial sources. Rates should be based on standard commercial rates.

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

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

TYPE 1 (200-250 HP)	
Case	885
Caterpillar	14H, 16H
Champion	D-686, 780, 740A, 750A, 780A
Galion	T-700, 870B, 870C
John Deere	772CH II
Komatsu	GD670A-2C, GD670AW-2C, GD750A-1, GD825A-2
New Holland	RG200, RG200B
Volvo	G740, G740B, G746B, G780, G780B

TYPE 2 (145-199 HP)	
Case	865
Caterpillar	12H, 140H, 143H, 160H, 163H
Champion	720A, 726A, 730A, 736A
Fiat Allis	FG85A, FG105A
Galion	850B, 850C
John Deere	670CH II, 672CH II, 770C, 770C II, 770CH, 770CH II, 772CH

Komatsu	GD650A-2C, GD650AW-2C, GD655-3, GD675-3
New Holland	RG170, RG170B
Volvo	G720, G720B, G726 VHP, G726B, G730, G73B, G736 VHP

<b>TYPE 3 (115-144 HP)</b>	
Case	845
Caterpillar	120H, 135H
Champion	710A, 716A
Galion	830B, 830C
John Deere	670C, 670C II, 670CH, 672CH
Komatsu	GD530A-2C, GD530AW-2C, GD555-3
New Holland	RG140, RG140B
Volvo	G710, G710B, G716VHP

<b>TYPE 4 (75-114 HP)</b>	
Champion	C50A, C60A, C66A, C70A, C76A, C80A, C86A
Fiat Allis	65C
Galion	850B, 850C
Ingram	MG747
Lee-Boy	685
New Holland	RG80, RG100
Volvo	G60, G66, G80, G86

### 36. **Skidder (Informal)**

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

Type	ENGINE NET HP AT FLYWHEEL	Daily Rate Single Shift	Daily Rate Double Shift	How to Hire
1	200+ HP	\$247 5	\$4405	Operator: Contractor (wet) Supplies: Contractor (wet)
2	140 – 199 HP	\$204 8	\$3676	
3	101 – 139 HP	\$161 5	\$2931	

<b>TYPE 1</b>	
FMC	220CA, 220GA
Clark Ranger	668 Turbo, 880, F68
Caterpillar	535B

Franklin	Q90, 190
Timbco	260

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

TYPE 3	
John Deere	548D, 640, 640D, 648D, 360, 380D, 404, 450, 540G
Timberjack	240C, 240D, 240E, 350A, 360, 360D, 380D, 404, 450
FMC	180
Clark Ranger	665, 666, F65, H66
Caterpillar	518
Garrett	21A Turbo, 22
Case	800 Series
International Harvester	S10
Tree Farmer	C6F

### 37. **Tent Canopy (Commercial)**

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

### 38. **Transport (Tractor/Trailer) (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

### 39. **Transportation Vehicle All-Terrain (e.g. Gator, Mule) (Commercial)**

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

### 40. **Transportation Vehicle All-Terrain (e.g. Gator, Mule) (Informal)**

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

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

#### 41. **Vehicle Rental Un-operated (Commercial)**

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

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

The preferred method of hiring vehicles is under GSA Rental Supplemental Vehicle Program (RSVP) national contract. Procurement official may contact vendors below to determine if they can meet the order requirements (date, time and vehicle type). Copy of the vendor contract, email address, etc., are available on GSA's RSVP web site: <http://www.gsa.gov/rsvp>. An Emergency Equipment Shift Ticket (OF-297) should be completed with beginning and ending date and mileage to support the credit card payment to the vendor.

Contractor	Contract#	Phone#
<u>ACE RENT-A-CAR, INC.</u>	GS-33F-0004T	(317)241-3039
<u>ACME AUTO LEASING LLC</u>	GS-33F-0032U	(203)234-6850
<u>AVIS RENT A CAR SYSTEM, INC.</u>	GS-33F-0022S	410-684-2919
<u>BUDGET TRUCK RENTAL LLC</u>	GS-33F-0024T	(410)663-4291
<u>DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.</u>	GS-33F-0017S	(918)669-4152
<u>EAN HOLDINGS, LLC (DBA: ENTERPRISE RENT-A-CAR)</u>	GS-33F-0015S	(314)512-5390
<u>MATRAN, INC.</u>	GS-33F-0039X	(800)783-3613
<u>MOBILITY, INC. (DBA: ZIPCAR)</u>	GS-33F-0019S	(978)336-4361
<u>PENSKE TRUCK LEASING CO., L.P.</u>	GS-33F-0028T	(610)775-6000
<u>PREMIER LEASING, INC.</u>	GS-33F-0016V	(337)479-1333
<u>RYDER TRUCK RENTAL, INC.</u>	GS-33F-0023T	(407)234-1367
<u>TAYLOR MOTORS, INC.</u>	GS-33F-0021Y	(270)762-0041
<u>THE HERTZ CORPORATION</u>	GS-33F-0051X	(703)683-9264
<u>VALLERIE SERVICES COMPANY, LLC</u>	GS-33F-0053W	(410)355-7765

Units may also utilize the above contracts under the GSA-Short Term Rental (STR) Program. Obtaining rental vehicles through this program does not require procurement

authority as GSA pays for the rental vehicle and then bills the agency BOAC code. Detailed information outlining the process, roles and responsibilities, etc., are posted at: <http://www.gsa.gov/portal/content/102675>

**Vehicles should be rented at rates not to exceed those charged the public and should show both daily and weekly rates. Make sure "Off Road Use" is documented on rental form.**

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

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

#### 42. **Vehicle with Driver (Informal)**

Utilize the national templates posted at:  
<http://www.fs.fed.us/business/incident/solicitations>.

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

**Do not sign up government employees' personal vehicles on I-BPAs/EERAs. Use of personal vehicles by government employees may be reimbursed at the amount applicable in the Federal Travel Regulations mileage rate. No daily rate will be paid. This includes ADs assigned to an Incident Management Team.**

#### **UTILITY VEHICLES 4X4**

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

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

**PICKUPS, 4X2**

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

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

**PICKUPS, 4X4**

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

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

**4X2 and 4X4 STAKESIDE/STOCK TRUCKS**

Full Size (3/4 T): Chevy & GMC 2500/C20/K20, Ford 250, Dodge 2500  
 Full Size (1T): Chevy & GMC 3500/C30/K30, Ford 350, Dodge 3500

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

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

**43. Water Tender Support (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide

**44. Water Tender Tactical (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**45. Weed Washing Unit (Competitive)**

For incident only signups utilize specifications and terms and conditions in the national templates posted at <http://www.fs.fed.us/business/incident/solicitations> or the Ch. 20 Supplement: Equipment Specification Guide.

**UNIQUE ITEMS****Government Telephone Systems**

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

**I-BPA/EERA ADMINISTRATION****Documentation**

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

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



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

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

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

### **Contract Claims**

Ordinary wear and tear will be determined by the incident Procurement Unit Leader, Contracting Officer, or Successor Contracting Officer who originally signed the I-BPA/EERA based on the circumstances surrounding any alleged damage. It is the contractor's responsibility to fully document any circumstances alleged to have damaged their equipment including obtaining witness statements or opinions of incident supervisor or other incident personnel who might have knowledge of the circumstances. Ordinary wear and tear on an incident may include conditions which are harsher than non-incident use of the same equipment.

Ordinary wear and tear may or may not include:

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

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

**PAYMENTS**

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

**EXHIBITS**

Exhibit 1 – General Clauses to EERA OF-294 dated 1990 ..... 20-28  
Exhibit 2 – FAR Clauses ..... 20-33  
Exhibit 3 – Incident Equipment Repair Order ..... 20-52  
Exhibit 4 – Contracting Officers for Solicitations ..... 20-54  
Exhibit 5 – Reference Library ..... 20-55

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

1) **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.

2) 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](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 knife with a blade less than 2 ½ inches in length or a multipurpose tool such as a leatherman.

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

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

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

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

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

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

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

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

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



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

Replace any earlier versions of FAR clauses with the following:

**52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

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

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

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

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

**52.208-4 Vehicle Lease Payments (Apr 1984)**

**52.208-5 Condition Of Lease Vehicles (Apr 1984)**

**52.208-6 Markings of Leased Vehicles (Apr 1984)**

**52.236-7 Permits and Responsibilities (Nov 1991)**

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

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

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

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

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

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

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

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

\_\_\_ (4) [Reserved]

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

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

- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

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- XX** (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- XX** (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).
  - \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
  - \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- XX** (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX** (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- XX** (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX** (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- XX** (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- XX** (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- XX** (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212)
- XX** (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

- \_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- \_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_ (25) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- \_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- \_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX** (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- \_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- XX** (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
- XX** (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

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

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

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

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

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

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

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

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

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

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

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

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

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

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees

and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

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

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

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

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

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

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

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

(1) Means a small business concern—

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



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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

\* TIN:\_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

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

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

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

(4) Type of organization.

- \* Sole proprietorship;
- \* Partnership;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_.

(5) Common parent.

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

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified

acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

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

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

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

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

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

(2) [ ] Outside the United States.

(k)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and

certifications posted on the Online Representations and Certifications Application (ORCA) website.

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

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

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

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)

(Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Sept 2006).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

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



(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outercontinental shelf lands).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(e) Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the

full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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





## Great Basin Contracting Officers for Equipment Solicitations

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

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**REFERENCE LIBRARY**

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

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

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

Description: Federal Government procurement opportunities

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

Description: Procurement Technical Assistance Centers

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

Description: Federal Acquisition Regulations

<http://orca.bpn.gov>

Description: Online Representations and Certifications Application

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

Description: Central Contractor Registration (CCR)

<http://www.acquisition.gov>

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

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

Description: Eastern Great Basin geographic area site

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

Description: Western Great Basin Coordination Center geographic area site

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

Description: USDA – Forest Service site for national solicitation templates

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

Description: DPL Lists

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

Description: DOT Requirements

<http://www.gsa.gov/RSVP>

Description: Rental Supplemental Vehicle Program (RSVP)