

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 20 – ACQUISITION

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CHAPTER 20 – ACQUISITION

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

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

20.01-1 – Delegations of Procurement Authority. Delegations of procurement authority for an incident shall be made in accordance with agency policy. Delegations of authority issued by federal agencies may be honored as authority to procure in interagency incident situations. It is incumbent on ordering officials to request and permit only those with the properly delegated procurement authority to be assigned as Procurement Officers. Procurement Officers shall provide a copy of their warrant and delegated procurement authority to the incident agency and must adhere to their own agency regulations.

Procurement officers (e.g., procurement unit leaders and buying team members) must have a home-unit issued government charge card with purchase authority that can be used on incident assignments.

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

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

20.04 – Responsibilities.

1. Incident Agency is responsible for:
 - A. Establishing and annually updating a Service and Supply Plan.
 - B. Providing incident agency specific acquisition guidelines to the incident management team (IMT) and incident support units.

- C. Determining need for additional acquisition personnel with applicable procurement authority (e.g., Buying Team, Contracting Officer, Purchasing Agent).
2. Procurement Unit Leader is responsible for:
 - A. Administering all financial matters pertaining to vendor contracts.
 - B. Implementing incident agency policy and ensuring compliance with policy and procedures found in this handbook.
 - C. Supervising the equipment time recorders and other procurement unit staff.
 - D. Coordinating with the incident support units to assure that the needs of the incident agency and IMT are met.
 3. Buying Team responsible for:
 - A. Supporting incident procurement through coordination with the incident agency administrative staff. (See Chapter 40, Section 43 on Buying Team Coordination.)
 - B. Coordinating with dispatch to establish a procurement process for filling and documenting resource orders for services, supplies, and equipment from the open market and established sources.
 - C. Providing the incident agency with acquisition documentation established during the incident assignment.
 - D. Coordinating with the incident agency and IMT to ensure incident agency procurement regulations and property accountability requirements are met.

20.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

1. Contracting Officer's Technical Representative (COTR). An individual designated by the contracting officer to provide technical support for the contract within specific authority and limitations as specified in the delegation. The COTR must be agency certified.
2. Incident Contracting Officer (ICO). The Bureau of Land Management has delegated limited procurement authority to persons meeting ICO requirements. ICOs may establish Emergency Equipment Rental Agreement (EERA) using an established Geographic Area Supplement for equipment rates. ICOs may not settle contract claims.

3. Daily Rate. Applies to a calendar day (0001-2400).
4. Single Shift. Equipment is staffed with one operator or crew. A normal shift is 12-16 hours long.
5. Double Shift. Equipment is staffed with two operators or crews (one per shift). A normal shift is 12-16 hours long.
6. Work Rate. Hourly or per mile rate of pay.

21 – REQUISITIONING PROCEDURE.

21.1 – Incident Agency Procedures. Request for goods and services must be supported by a resource order or requisition in accordance with incident agency policy.

21.2 – Incident Requisitioning Procedures. Incident personnel requisition supplies, equipment, and services on a Resource Order form, NFES 2208 (Section 28, Exhibit 01). The Resource Order form is used in lieu of agency requisition forms.

22 – INCIDENT AGENCY SERVICE AND SUPPLY PLAN. Incident Agencies shall maintain a Service and Supply Plan that identifies local resources. These plans should be established pre-season. Incident agencies provide this plan to incident management teams and incident support units, e.g. Buying Team, Administrative Payment Team and Expanded Dispatch.

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

1. Emergency Equipment Rental Agreements, OF-294, including Service Contract Act wage rates for the area.
2. Land Use and Facility Rental Agreements.
3. Blanket Purchase Agreements.
4. Other agency contracts.
5. Available local open-market sources. List sources for heavy-demand items, such as clothing, food items and food service (including menus), hand tools, fuel, and vehicle and equipment rentals and repairs.
6. Local interagency agreements and annual operating plans.
7. Geographic area supplement for standard emergency equipment rental rates covering different types of equipment and vehicles.

8. Geographic area supplemental food policy, which may restrict the national policy.
9. Geographic area AD-5 rates if not already established in the Pay Plan for Emergency Workers (casuals).

23 – SOURCES OF SUPPLY. The Procurement Officer shall evaluate the availability of goods and services, price, and delivery costs, and select that source best meeting incident needs, including but not limited to the following:

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

23.2 – General Services Administration (GSA). GSA publishes a Wildland Fire Suppression catalog geared to the needs of agencies involved in fire suppression. Where required delivery can be met, GSA is the mandatory source of supply for federal agencies. Local procurements of items stocked by GSA may be made only to satisfy immediate incident needs.

GSA Federal Travel Regulations (FTR) preclude federal agencies from procuring contract fare tickets, rentals, lodging, or travel advances for contractors and their employees. Government travel authorizations shall not be issued to contractors and their employees. Federal agencies may reimburse contractors for travel costs per contract provisions. The federal government may charter aircraft to provide transportation and may provide subsistence to the contractor/contractor employees while at the incident (e.g., meals, lodging), as long as these acquisitions are processed through “normal” procurement methods (e.g., purchase order, contract, BPA) and not through established GSA or Department of Defense contracts for passenger transportation, car rentals, and lodging facilities.

23.3 – National Interagency Fire Center (NIFC) Contracts. NIFC establishes the following contracts for national interagency use. These sources are mandatory for federal wildland firefighting agencies and are available for use by states and other federal agencies. See the National Interagency Mobilization Guide (NFES 2092) for ordering procedures. Contracts are available electronically at www.nifc.gov/contracting.

1. Airtanker services.
2. Type I and Type II helicopter services.
3. Aircraft services for transport and smokejumper transport.
4. Portable retardant base equipment rental.

5. Bulk retardant.
6. Mobile Food and Shower Services. Contracts are published as the National Interagency Mobile Food Services Contract, NFES 1276 and National Interagency Mobile Shower Facilities Contract, NFES 2729. The administration of mobile food and shower contracts is the joint responsibility of the USDA-FS-NIFC Contracting Unit and the using agency. The incident Logistics Section Chief is designated in the contract as the Contracting Officer Representative (COR) and as such, is authorized and responsible to administer the contract. The incident agency or IMT should order a certified Contracting Officer's Technical Representative (COTR) concurrently with the resource order for the food or shower unit. The COTR assists the Logistics Section Chief with contract administration duties.

A. The Mobile Food Services Contract is the mandatory source for federal wildland firefighting agencies if food preparation is needed at the incident location. See current national contract for minimum number of meals requirement. When local food services sources are utilized, national contract specifications (e.g., sack lunch specifications) may be used as guidelines to assure adequate services are provided.

B. The Mobile Shower Facilities Contract is the mandatory source for federal wildland firefighting agencies whenever there is a need to order mobile shower facilities. These are requirement contracts with no minimum order thresholds.

The following NIFC contracts are available for use by states and federal agencies.

1. Commissary
2. Hand Crews
3. Engines

24 – ACQUISITION METHODS. Purchases shall be made by the most efficient method and in accordance with incident agency procedures. The incident/project order and request numbers must be included on all acquisition documents (including convenience checks and government charge card receipts). Emergency incident acquisition methods, which are different from standard acquisition procedures, are described below.

24.1 – Government Charge Cards and Convenience Checks. Government charge card holders and convenience check writers are responsible for maintaining proper records of purchases, adhering to incident agency policy, and obtaining authorization from the Finance/Administration Section Chief or Procurement Unit Leader to use the government charge card and convenience checks on the incident. Personnel assigned to an incident away from their official duty station retain the original purchase documentation and provide a copy of the documentation to the incident agency. Personnel supporting an

incident at their official duty station, but not officially assigned, provide copies of purchase transactions for the official incident record per agency requirements.

24.2 – Land Use and Facility Rental Agreements. Simplified acquisition procedures should be used to acquire the use of property or facilities for emergency incidents. Emergency incident agreements do not require special leasing authority. Procurement officers with specific delegations may enter into these agreements. Agreements must be negotiated and signed. No-cost land use agreements are not binding or valid. If an agreement is established with consideration (e.g., grass seed field use for incident base camp, fence repair) the agreement is therefore binding.

The rental requirements are usually short term, for an undefined period, and open only during the length of the incident. Negotiations should be made considering potential length of the incident and provide for varying rates based on longer periods of time. When drafting land use or facility rental agreements, include the following information (See the Tool Kit Section).

1. Complete description of facilities/land, including specific location and boundaries.
2. The intended use, including any owner restrictions.
3. The agreed-to rate and the specific utilities included or not included in this rate.
4. Provisions for making alterations to facilities/land.
5. Restoration requirements.
6. Condition of facilities/land. The landowner/authorized individual and government representative(s) jointly perform and document a pre- and post-use physical inspection.
7. Terms for loss, damage, or destruction of property.
8. Applicable contracting terms and conditions as required by the incident agency. Federal and state terms and conditions may vary.

24.3 – Emergency Equipment Rental Agreements (EERA), OF-294. (Section 28, Exhibits 02 and 03.) It is appropriate to use the EERA for the rental of equipment, property (non-facility or land), and animals. Since actual equipment needs of the incident agency and availability of rental equipment during the emergency incidents cannot be determined, arrangements for pre-season sign-up of such equipment shall be made by the incident agency to ensure prompt and economical acquisition.

To avoid duplication and insure coordination among agencies, where agency procedures permit, only one pre-season agreement should be initiated with each contractor for the same piece of equipment.

Agencies should initiate pre-season agreements with only those contractors whose base of operations is within the local area.

24.3-1 – Ordering Equipment. (Also see 26.1, Ordering under EERA Administration and Chapter 20, Section 23 of the National Mobilization Guide.)

1. Existing agreements for equipment ordered through the resource ordering system and arriving from outside of the local area should be honored and should not be renegotiated. Generally, contractor's costs of doing business is established at their home base and do not change when they travel to incidents outside their geographic area.

2. Fire chasing. Equipment not ordered through the resource ordering system, which arrives at an incident should only be used if there is a bona fide need and time does not permit ordering through established channels. In those circumstances, apply the following guidelines:

A. Prior to use, establish a resource order to document the need.

B. Equipment with an existing agreement. Agencies are not obligated to honor rental agreements for equipment not ordered through the resource ordering system. If the terms, conditions, and rates are considered to be reasonable, the existing agreement may be used. If the EERA differs significantly from local agreements and/or established geographic area rates, a new agreement shall be established.

C. Equipment without an existing agreement. Refer the matter to a warranted contracting officer, (e.g., Procurement Unit Leader or Buying Team contracting officer) for establishment of an agreement using local geographic area rates.

D. Any new agreement shall be valid for the duration of that specific incident only. The contracting officer shall indicate the incident name and number in the effective dates, e.g., "for the XXX incident only".

E. Point of hire should be the incident. **Compensation for travel to and from the incident will not be allowed.**

F. Replace non-local resources with local resources at the earliest convenience as determined by operations personnel managing the equipment at the incident.

24.3-2 – General Guidelines for Equipment Hire. At the time of sign-up, the Procurement Officer is responsible to:

1. Discuss the terms and conditions of the EERA with the contractor.
2. Emphasize that federal, state, or local laws and regulations will apply regardless of the nature of the emergency. These include but are not limited to:

State Workers' Compensation Laws
U.S. Department of Labor Service Contract Act
Federal Motor Carrier Safety Regulations
Fair Labor Standards Act (FLSA)
Occupational Safety and Health Administration (OSHA)
Regulations

3. Discuss current work/rest and length of assignment policies (See Chapter 10, Section 12.7-1 & 12.7-2).
4. For equipment hired with operator, discuss the contractor's workers' compensation obligations and liability coverage (validate coverage with contractor documentation). If the contractor is lacking workers' compensation coverage, the equipment should be declined. If there is an immediate critical need for the equipment and no other vendors are available, the Procurement Officer may decide to hire the operator as a casual under the Pay Plan for Emergency Workers (See Chapter 10, Section 13.6, Exhibit 01). The rationale for such a decision should be documented on the EERA and the equipment replaced as soon as other vendors with worker's compensation coverage are available.
5. Discuss established local and out of area dispatch procedures with the contractor to discourage fire chasing.
6. Discuss Incident Behavior responsibilities with the contractor. The contractor and their employees shall comply with all established Incident Behavior responsibilities. The Incident Behavior form (PMS 935) can be found in Section 13.6 Exhibit 15. This includes, but is not limited to, the following policy:

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

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or

implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. 29 CFR 1604.11

7. Note on the face of the EERA whenever there are deviations or supplementation to the EERA general clauses, including the applicable terms and conditions and how to obtain copies of the same.
8. Discuss with the contractor that by signing the contract/agreement, the contractor agrees to comply with all the terms and conditions and that failure to do so will result in release from the incident and possible termination of the EERA/contract.

24.3-3 – Hiring Methods. Geographic areas should issue a geographic area supplement to establish standard equipment rental rates (work, daily, or special), which reflect area costs, economics, and market conditions and to identify the preferred hiring methods per type of equipment. EERAs should specify exactly what is included in the rental rate.

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

Daily rate is defined as paid on a calendar day basis (0001-2400). Equipment may be hired under the daily rate for a single shift or a double shift. Single shifted equipment is staffed with one operator or crew. Double shifted equipment is staffed with two operators or crews (one per shift) and must be ordered and documented on a resource order. (See OF-294 clauses for payment information.) Regardless of hiring method, on-shift time for operated equipment will be recorded with clock hours on the appropriate document (e.g., equipment hired under a daily rate will be posted with start and stop time for daily work).

Guidelines for method of hire are as follows:

1. Heavy Equipment (e.g. Dozers, Skidders, Graders, and Excavators.) Hired at an hourly rate with a guarantee or at a daily rate; one contractor-provided operator per shift, and contractor-provided operating supplies.

Included in the hourly or daily rate is the cost for the contractor provided support truck for fuel, maintenance, and operator transportation. Pilot vehicles required for transportation of equipment to and from the incident may be paid a separate mileage rate.

2. Pickups, Passenger Vans, Suburbans, Utility Vehicles, Sedans, and Cargo Vans. Hired at a daily rate, plus mileage; operator hired under the Pay Plan for Emergency Workers; agency-provided operating supplies. Vehicle typing should be

accomplished by using commercial designation processes (GVW) to establish the rates and determine the appropriate AD classification (CDL requirement). For vehicles, which the primary purpose is to transport the owner to and from the incident, use mileage rate only (e.g., faller vehicle).

For commercial vendors (e.g., U-Haul, Hertz, Avis, Enterprise, etc.), use the vendor's standard method of hire and invoicing. Vehicles should be rented through an agency procurement process, e.g., EERA, BPA, in lieu of incident personnel using a government travel charge card, to protect employees from the risk of personal liability. (Reference Chapter 10, Section 17.1) Claims for vehicle damage are addressed under the terms and conditions of the procurement agreement (Contract Claim).

3. Buses. Hired at a mileage rate with guarantee or at a daily rate; contractor-provided operator and operating supplies.

- a. Type 1 Coaches (paved road use only): Commercial contract and contractor's invoice.
- b. Type 2 Crew Carriers: 20-passenger minimum with separate secure tool storage or contractor-supplied chase vehicle included in the rate.
- c. Type 3 Crew Carriers: non-tool transportation provided.

The following applies to Type 2 & 3 buses:

- i. Daily or mileage rate whichever is greater.
- ii. Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33 and is required to provide proof of insurance.
- iii. Wet – contractor provided operator and operating supplies.
- iv. Contractors are not reimbursed per diem or travel expenses to and from incidents.
- v. Hired with one operator. If a second operator is necessary a resource order will be issued for one by the government. The rate will be negotiated accordingly.

4. Transports. (Includes vans, flatbeds and lowboys.)

Hired at a mileage rate with guarantee; with one contractor-provided operator; contractor-provided operating supplies. When a transport and another piece of heavy equipment are owned by the same company and furnished with one operator for both pieces of equipment, establish a special rate that accounts for this situation.

State laws may require the use of pilot cars or special licensing for transports. In these situations, the EERA for the transport may include a pilot car mileage rate or indicate reimbursement to the vendor based on submission of an invoice, or a new EERA may be established for the pilot car at the appropriate mileage rate. Agencies will use normal procurement methods to arrange for licensed common carrier transport of equipment or supplies between tariffed locations or outside of the geographic area. Payment is made in accordance with established tariffs.

5. Water Tenders. Hired at an hourly rate with a guarantee or a daily rate; with one contractor-provided operator per shift; contractor-provided operating supplies.

- a. Tactical (must meet operator fireline qualifications)
- b. Non-Tactical (no operator fireline qualifications required)

6. Potable Water Trucks. Hired at an hourly rate with a guarantee or a daily rate; additional mileage rate may apply if water obtained away from incident; with one contractor-provided operator; contractor-provided operating supplies. Potable water trucks must comply with state and local laws regarding water quality and must meet state certification requirements. Government may provide potable water or reimburse fees.

7. Grey Water Trucks. Hired at an hourly rate with a guarantee or a daily rate; additional mileage rate may apply if obtaining and/or disposing away from incident; with one contractor-provided operator; contractor-provided operating supplies. Must comply with state and local laws. Contractor reimbursed for disposal fees unless government-provided disposal site. Contractor must pay own permit fees.

8. Engines. Hired at an hourly rate with a guarantee or a daily rate with a specified number of operators for single and double shifts; contractor-provided operating supplies. Engines shall be equipped in accordance with NWCG standards and operators must meet NWCG qualifications.

9. Shop Trucks. Hired at a daily rate, plus mileage; one contractor-provided mechanic; additional rate for second mechanic or helper if ordered; contractor-provided operating supplies; specify provisions for supplying and the cost of repair parts.

Apply an hourly rate if hours may fluctuate or where interrupted or split shifts are necessary. Include an additional hourly rate for second mechanic or helper.

10. Fuel Trucks. Hired at a daily rate plus mileage; with one contractor-provided operator per shift; contractor-provided operating supplies. Due to the need for early and late availability of fuel, consideration should be given to extending the shift or ordering a second operator to meet additional fuel needs. The cost of fuel dispensed is paid separately and must be documented by Fuel and Oil Issue Records, OF-304 or similar form/spreadsheet that reconciles contractor's and government records.

Apply an hourly rate if hours may fluctuate or where interrupted or split shifts are necessary.

Vendor's fuel price at an incident shall reflect all applicable taxes and be rounded to the nearest whole cent (e.g., \$1.399 will be \$1.40).

11. Ambulances. Commercial contract or EERA; hired an hourly rate with a guarantee or at a daily rate; contractor staffed and equipped to state standards; contractor provided operating supplies; incorporate into the contract the cost of transports to medical facilities, completion of required documentation (e.g., patient evaluation form, incident logs) and reimbursement of medical supplies.

12. Chainsaws. Hired at a daily rate without operator (operator hired under AD Pay Plan). All operating supplies provided by contractor. Operator vehicle hired under mileage rate only, with no guarantee. Chainsaws can be hired under a falling module (hourly or daily rate), which would include the operator, transportation, saw, and supplies.

13. Refrigerator Trailer. Hire under commercial contract with vendor invoice (establish daily, weekly, or monthly rate as applicable). If EERA established, use daily rate; without operator; agency-provided operating supplies. Delivery and pick-up usually paid by round trip cost or per mileage rate.

14. Portable Pumps. Hire under commercial contract for daily, weekly, or monthly rate; vendor invoice; without operator; agency-provided operating supplies.

15. Portable Toilets. Hire under commercial contract with vendor invoice. Commercial contract or EERA must address payment for:

- a. Daily, weekly, or monthly rate per unit, which includes one service per day
- b. Mileage
- c. Additional service per unit
- d. Relocation per unit
- e. Dumping fees

EERA should specify contractor's responsibility for daily tracking and requirement for contractor to obtain signature of the Facility Unit Leader.

16. Miscellaneous Items. These items should be obtained through a commercial contract with vendor invoice, but circumstances may warrant establishment of an EERA.

A purchase order, blanket purchase arrangement or purchase card may be the more appropriate acquisition instrument. The Procurement Officer may use the face of the EERA form and to replace the standard terms and conditions with more appropriate terms and conditions (See 24.3-2).

Commercial invoicing must be supported with daily logs, vendor provided daily work sheet, shift ticket, or other document provided by incident. Authorizing government official signature and date is required for verification of services on a daily basis.

The Procurement Officer should consider a number of factors including incident agency policy and estimated length of the incident to determine if it is more cost effective to purchase the items versus renting.

- a. Tents, trailers, generators, lighting systems, dumpsters, and copy/facsimile/printer machines with maintenance and repair services, ATVs, mobile offices, specialty service trailers, water tanks hired under daily, weekly, or monthly rate. If a set-up/take-down fee applies, include the statement "set-up and take-down fee not applicable if government provides labor."
- b. Electronic devices (e.g., cell phones, laptop computers/printers, GPS units) may be hired through commercial contract or through an EERA on a daily rate. Electronic equipment must meet agency requirements for system access, including current virus protection capabilities.
- c. Other equipment associated with a position (i.e. POVs, defibrillators, medical packs, etc.) may be hired through the use of an EERA on a daily rate, but only if needed in order to perform the duties of the job and if requested by the incident agency (documented on the resource order). See section 20.03 for regulations regarding federal government employees.

25 – UNIQUE ITEMS. Normal purchasing restrictions apply to emergency incident operations. However, special circumstances exist which may necessitate the acquisition of unique items (e.g., copy machines, facsimile machines, computers), goods, or services (e.g., medical providers). Incident agency procedures will be followed.

Printing and copying may be purchased commercially, without a waiver from the Government Printing Office (GPO), if the materials are of an administrative nature, for non-repetitive use (i.e. Incident Action Plan printing), and will only be used internally within the incident. These services should be procured through the most cost effective method and source.

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

25.1 – Agency Provided Commissary.

25.1-1 – Commissary Requisitions. Commissary Managers shall resource order commissary items through the Logistics Section. Resource orders for commissary items shall clearly state the items are for commissary. Resource orders for commissary items specifically ordered for an individual shall contain individual's name, incident base, and home unit, or crew name.

25.1-2 – Commissary Acquisition. The Procurement Officer shall:

1. Purchase commissary items separately from other items.
2. Arrange with vendors for return of unused items.
3. Ensure the purchase document is marked in accordance with 16 U.S.C. 557, "Commissary purchase deductions have been (or will be) made from salaries".
4. Verify items received and complete Commissary Accountability Record, OF-284, (Chapter 10, Section 14.7, Exhibits 03 and 04).
5. Forward commissary items and the original and one copy of the OF-284 to the incident Commissary Manager.
6. Maintain file of OF-284s that have been accepted and signed by the Commissary Manager.

25.1-3 – Commissary Returns. Commissary returns should be documented by the vendor's issuance of a credit memorandum and documented in the incident records.

25.2 – Government Telephone Systems. Incident personnel may be provided access to a government telephone system.

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

The Incident Commander (IC) must assess the capability of telephone facilities and determine if there is adequate capability to meet the incident needs and provide service for regular government employee's personal use. Routine, personal calls home may be authorized by agency regulation but are considered a privilege, not a right, and are subordinate to incident activities. Personal calls at government expense are limited to regular government employees.

2. Incident agency regulations govern installing additional telephones or increasing levels of service on existing systems to accommodate authorized personal calls.

Federal Regulations regarding telephones are set forth in Part 201-21.6 of the Federal Information Resources Management Regulations, the Federal Travel Regulations, and specific agency regulations. Normally, there are restrictions that prohibit adding additional phones or increasing the existing system capabilities to allow for calls of a personal nature. This does not prohibit the installation of pay phones, provided there is no charge to the government.

3. Government telephones may be made available to contractors for conducting emergency incident business. All calls by contractors shall be at the contractors' expense, either by credit card or collect.

25.3 – Agency Provided Medical Care (APMC). Contractor and contractor personnel may utilize APMC services. The costs of such services are deducted from the contractor's payment in accordance with the General Clauses, Clause 12 of the EERA. (See Chapter 10, Section 15.1.) The Procurement Unit Leader should coordinate with the Compensation/Claims Unit Leader and Medical Unit Leader to ensure all APMC costs are deducted.

25.4 – Subsistence and Lodging Provisions. Subsistence and lodging are normally provided to incident personnel.

1. Food at Official Duty Station. Federal funds cannot be used to pay subsistence or to provide food to regular government employees at their official duty station, except as stated below. (See 5 U.S.C. 5536.)

Casuals should not be provided subsistence or food at the point of hire. This is considered a personal expense, and the regulation prohibits receiving compensation in addition to the pay and allowances fixed by law. Similar state regulations may apply to state personnel.

2. Conditions to Provide Food at Official Duty Station. Agencies may provide meals to personnel at their official duty station at government expense during emergency operations which pose a threat to life and property, if **both** of the following conditions are met:

A. Emergency personnel are in the field engaged in emergency operations (e.g., search and rescue, firefighting activities – fireline personnel), **and**

B. The operational period prevents personnel from taking meals at home or in the normal office/work station environment.

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

3. Supplemental Food and Drinks. Absent a more restrictive agency or geographic area policy, the following supplemental foods may be provided:

A. Fruit OR dried fruit OR fruit juice and vegetables. Fruits and vegetables should be in-season, available locally and reasonably priced to avoid excessive costs and difficulty in procurement.

B. Liquid supplements in the form of sports drinks or mixes that provide electrolytes and meet the carbohydrate solution mixes recommended in *Feeding the Wildland Firefighter*.^{*} Bottled water may be provided.

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

Any supplemental foods provided will require IC justification AND concurrence from the Agency Administrator. The only acceptable justification for providing supplemental foods is to meet the expanded nutritional needs of firefighters performing prolonged or arduous work. Supplemental foods are not authorized for mobilization centers, staging areas or personnel not engaged in work on the incident. "Incident Base and Camp meals" provide adequate dietary needs for most work situations.^{*}

No other supplemental food or drinks shall be authorized. Purchasing jerky products, chips, gum, soda-pop, "designer drinks" and so-called "energy" drink (containing caffeine, guarana, ephedra, and other stimulants), etc. are not allowed under this policy. Special or cultural dietary needs will be met through the National Mobile Food Services Contract or catered meals and not through this policy.

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

25.5 – Purchases for Cooperators.

25.5-1 – Military. Chapter 50, Section 53 and the Military Use Handbook set forth items, which may have to be supplied by the incident. There are no special procurement authorities, beyond those already available, for incidents to acquire goods or services for the military. Procurement Officers should coordinate with the Incident Business Advisor and Military Liaison to determine operating procedures.

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

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

25.7 – Awards.

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

Emergency incident funds **cannot** be used to show appreciation for local community support (e.g., billboards or other forms of advertisement, refreshments, etc.).

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

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

26.1 – Ordering. At the time equipment is ordered the ordering official shall:

1. Specify conditions of hire, (e.g., number of operators, contractor or government-provided operator and/or supplies, equipment ordered).
2. Inform contractor where and when to report, and location of inspection site.
3. Negotiate point of hire and time of hire. The time under hire (Emergency Equipment Rental Agreement, General Clauses, Clause 2) shall begin at the time designated by the ordering official, or when equipment transportation or work starts and the required operators are available, whichever comes later.
4. Issue incident order number and request number to contractor and inform them to provide the Finance/Administration Section with a copy of the EERA and any certification or documentation required by the agreement.
5. Coordinate hiring of casuals with hiring official for government-provided operator.
6. Ensure delivery of Emergency Equipment Rental-Use Envelope, OF-305, and related documents to the Finance/Administration Section.

26.2 – Inspections. At the time of hire, all equipment must be inspected using the Vehicle/Heavy Equipment Inspection Checklist, OF-296, (Section 28, Exhibits 04 and 05). The person authorized to place the order with the vendor must coordinate with the agency-identified inspector to complete the inspection at point of hire. The Logistics Section Chief is responsible to ensure that adequate inspections are completed for all equipment arriving at the incident.

Equipment signed up under a pre-season EERA and inspected at the time the EERA is established, must be re-inspected at time of incident use.

If inspection of the equipment cannot occur at time of ordering, it must take place upon arrival at the incident or designated location. The contractor should supply a copy of the original inspection at this time.

26.3 – Documentation. The Finance/Administration Section will assure the equipment time is properly recorded in accordance with the terms and conditions of the EERA and document significant events during the period of rental. The Appendix, Tool Kit, provides examples of documents that can be used to track incident equipment use, deductions, etc. The following forms will be utilized to document equipment use:

1. Emergency Equipment Rental Agreement (EERA), OF-294. Documents the agreement with the contractor and sets forth the terms and conditions of rental.

Using the EERA, Procurement Officers, with delegated authority, are authorized to enter into agreements with contractors for the rental of equipment (Section 28, Exhibits 02 and 03).

2. Vehicle/Heavy Equipment Inspection Checklist, OF-296. Documents the overall condition of the equipment prior to use and at the time of release and ensures the equipment is suitable for incident use. This form is completed and signed by a qualified agency representative and the contractor (Section 28, Exhibits 04 and 05).

3. Emergency Equipment Shift Ticket, OF-297. Documents daily equipment use and will be used to post equipment time to the Emergency Equipment Use Invoice. This document is completed by the incident representative responsible for managing the equipment, signed by both the contractor and incident representative, and forwarded to the Finance/Administration Section. The Equipment Time Recorder posts this information to the invoice and initials the shift ticket to insure the posting has been accomplished. Instructions for completing the shift ticket are in Section 28, Exhibit 06. Section 28, Exhibit 07 shows use of form OF-297 in keeping time for a vehicle rental without operator. Section 28, Exhibit 08 shows the use of form OF-297 in keeping time for a dozer rented with operator.

4. Emergency Equipment Use Invoice, OF-286. Documents the daily use from shift tickets, shows additions or deductions, and calculates the payment due. This form is completed and signed by the appropriate incident official and the contractor. The

Procurement Unit Leader or Buying Team Leader is responsible for ensuring the OF-286 is posted accurately from the Emergency Equipment Shift Ticket, and the correct rates of pay from the Emergency Equipment Rental Agreement, OF-294, have been calculated and entered correctly. Section 28, Exhibit 09 contains instructions for the OF-286. Section 28, Exhibit 10 shows a sample OF-286 for a dozer rented with operator. Section 28, Exhibit 11 illustrates its use for a vehicle rented without operator. In lieu of the OF-286, an original commercial vendor invoice with authorizing government official signature may be used.

5. Emergency Equipment Fuel and Oil Issue, OF-304. Documents quantities of fuel, oil, or other operating supplies provided by the incident. The Ground Support Unit Leader establishes procedures for tracking fuel, oil, and other operating supplies/services. The OF-304 is completed by the issuing agent and signed by both the issuing agent and receiving agent. In lieu of the OF-304, a log with authorizing government official signature may be used for documentation. The deductions are posted on the Emergency Equipment Use Invoice, OF-286, (See Section 28, Exhibits 12 and 13).

6. Other Supporting Documents. Other documents relating to the rental of equipment include:

- A. Resource Order Form.
- B. Commissary Issue Records.
- C. Agency Provided Medical Care invoices.
- D. Agency-provided repairs, parts and supply invoices.
- E. Contract claim documentation.
- F. Emergency Firefighter Time Report, OF-288.
- G. Performance evaluations.

7. Emergency Equipment Rental-Use Envelope, OF-305. This envelope consolidates all above forms and any other documents relating to the EERA.

It includes a checklist that indicates items contained in the envelope, agreement information, and whether any administrative follow-up is required (See Section 28, Exhibit 14).

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

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

26.4 – Forms Distribution. The Emergency Equipment Rental Agreement, OF-294, Emergency Equipment Shift Ticket, OF-297, Emergency Equipment Use Invoice, OF-286, and Emergency Equipment Fuel and Oil Issue, OF-304, are color coded for ease of distribution. These forms should always be distributed as follows:

1. Goldenrod to the contractor.
2. White to the ordering office (incident agency).
3. Pink to the payment office.
4. Blue to the Incident Finance Package, (See Chapter 40, Section 45, Exhibit 05).

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

1. Second Pink is used if payment record is necessary to pay fuel vendor for fuel, oil, or supplies.
2. Green is issued to individual receiving the products.

If other than standard official forms are utilized, (i.e. ISUITE, commercial logs or invoices, etc.) ensure adequate copies are provided and original signatures are in other than black ink.

26.5 – Equipment Release. When the equipment is released, the Procurement Unit Leader or Buying Team Leader will ensure:

1. A release inspection is completed.
2. All time, additions, and deductions are posted and that computations are correct.
3. A Demobilization Checkout, ICS-221, has been signed.
4. Release travel time is posted to the invoice.
5. The release date and time are documented.
6. Proper signatures are obtained in other than black ink. The contractor or contractor's representative indicates whether there are any claims.

7. All documentation is placed in the Emergency Equipment Rental-Use Envelope, OF-305, the face of the envelope completed, and the envelope is transmitted to the incident agency or other designated payment office as indicated in the contract.

26.6 – Contract Claims. 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. At the time of establishment, the contracting officer may add comments in the special provisions section of the EERA, allowing for claims settlement, e.g. “Any federally warranted contracting officer may settle claims against this EERA”. Each settlement shall include a contracting officer's determination and findings. (See Appendix, Tool Kit.) Each claim settled shall be fully documented, attached to the Emergency Equipment Use Invoice, OF-286, and forwarded to the payment office. In the event a settlement cannot be reached and a dispute arises, the written final decision shall be made by the contracting officer initiating the EERA or an agency-designated successor contracting officer.

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

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

1. Incident personnel shall not advise, comment, or solicit a contractor's claim.
2. While there is no specific form on which to file a claim, the claim must be in writing and include the following:
 - A. Claimant's complete name, mailing address, and phone number.
 - B. Signature of the equipment owner or legal representative.
 - C. Claimant's statement of facts concerning the damage.
 - D. Claimant's itemized listing of the amount claimed, including estimated values of equipment before damage.
 - E. Witness statements if available.
3. The incident supervisor managing the equipment is responsible for documenting the damage and initiating the investigation. The extent of the investigation should be appropriate to the complexity and/or amount claimed. The investigator shall avoid conclusions and opinions and shall only present observations and facts. The investigation report should include the following items:
 - A. Description of the damage and circumstances leading to the damage; including location of the area, sequence of events, weather, and road conditions.

- B. Law enforcement investigation report if applicable.
 - C. List of witnesses and statements.
 - D. Sketches, maps, diagrams, or photographs of the scene or equipment.
4. Incident personnel having knowledge of potential claims should provide that information to the Procurement Unit Leader or contracting officer.
5. Incident personnel sign and record the date the claim was received. This is the only information entered. Incident personnel may not complete any information for the claimant.
6. Claims may be submitted to the Procurement Unit Leader, incident agency, or contracting officer. The claim does not have to be completed at the incident. Contractors intending to file a claim should so note in Block 22 of the Emergency Equipment Rental Invoice, OF-286, to protect the right to file. (See Appendix, Tool Kit.)

27 – PAYMENTS. Prior to implementing any incident payments, including those made by purchase cards or convenience checks, coordination with the incident agency is required.

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

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

- 1. Length of incident (14 days or longer).
- 2. Duration of resources away from home unit.
- 3. Local vendor ability to restock.

27.1 – Emergency Equipment Rental Agreement (EERA). The following documents, when applicable, should be submitted for payment of EERAs:

- 1. Documented proof that the equipment was ordered, this could be in the form of a resource order, NFES 2208, or a report from an automated dispatch.
- 2. Copy of the Emergency Equipment Rental Agreement, OF-294.
- 3. Original Emergency Equipment Shift Tickets, OF-297, vendor provided daily work sheet, or other document provided by incident.

4. Original Emergency Equipment Use Invoice, OF-286 or original commercial vendor invoice.
5. Emergency Equipment Fuel and Oil Issue, OF-304, (if deductions are made) or a log with approving official signature included.
6. Copy of pre and post Vehicle/Heavy Equipment Safety Inspection Checklists OF-296.
7. Repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment.

27.2 – National Interagency Fire Center (NIFC Contracts). Payments for mobile food, shower, commissary, Call-When-Needed Type I & II helicopter contracts, and crews issued through NIFC shall be made by the Forest Service, Boise National Forest, Boise, Idaho. The National Engine Contracts are paid by the Forest Service at NIFC. The COTR or COR is responsible for following the procedures set forth in the contract.

28 – EXHIBITS.

28 - Exhibit 01

RESOURCE ORDER FORM, ICS-259-9

RESOURCE ORDER EQUIPMENT		2. INCIDENT/PROJECT NAME				3. INCIDENT/PROJECT ORDER NUMBER				4. OFFICE REFERENCE NUMBER					
INITIAL DATE/TIME		Bad Bear				ID-BOF-080									
5. DESCRIPTIVE LOCATION/RESPONSE AREA		6. SEC.		7. MAP REFERENCE		8. INCIDENT BASE/PHONE NUMBER		9. JURISDICTION/AGENCY		10. ORDERING OFFICE					
Boise National Forest 1918 Commerce Boise ID 83705		TWN		RNG		Boise Dispatch (208) 334-9800		FS		BOF					
11. AIRCRAFT INFORMATION		12. AIRCRAFT INFORMATION		13. AIRCRAFT INFORMATION		14. AIRCRAFT INFORMATION		15. AIRCRAFT INFORMATION		16. AIRCRAFT INFORMATION		17. AIRCRAFT INFORMATION			
BEARING		DISTANCE		BASE OR OMNI		AIR CONTACT		FREQUENCY		GROUND CONTACT		RELOAD BASE			
OTHER AIRCRAFT/HAZARDS															
12. Request Number	Ordered Date/Time	Q	1500	10	Y	RESOURCE REQUESTED	Needed Date/Time	Deliver To	Agency ID	Time	Resource Assigned	RELEASED DATE	RELEASED TIME		
E-1	8-5 0427Z	Berry Rick	1ea			Type II Dozer	8-5 0900	Incident Base	BOF	0430Z	DoRight Construction Point of Hire Nampa, ID Duddley DoRight	0830	0900-1130		
E-2	8-5 0600	Berry Rick	1ea			1/2 T 4x4 Pickup	8-5 0800	Incident Base	BOF	0615	Dozer w/one operator Lic No 4T6195B Dodge 1/2 T 4x4 Pickup	0830	0500-0730		
E-3	8-5 0700	Ron Mary	1ea			Bus, 40 Passenger	8-5 0900	NFPC Crew Dispatch	BOF	0715	Point of Hire Nampa, ID DoRight Construction	0700	0800-1030		
E-4	8-5 0700	Ron Mary	1ea			Wildland Engine Type III	8-5 1100	Incident Base	BOF	0900	Point of Hire Nampa, ID Lic No 4T59847 Type III Engine w/3 oper	0700	1800-1900		
E-5	8-6 1300	Ron Mary	1ea			Flatbed 30 Ton	8-7	Incident Base	BOF	1315	Point of Hire Nampa Id DoRight Construction	0700	0850-1130		
13. ORDER RELAYED		ACTION TAKEN		ORDER RELAYED		ACTION TAKEN		ORDER RELAYED		ACTION TAKEN		ORDER RELAYED			
Req. No.	Date	Time	To/From	Req. No.	Date	Time	To/From	Req. No.	Date	Time	To/From	Req. No.	Date	Time	To/From

NFES 2208(7/87)

28 – Exhibit 02

EMERGENCY EQUIPMENT RENTAL AGREEMENT INSTRUCTIONS

- 1-3. Ordering Office, Agreement Number, Effective Dates. Follow instructions provided by the incident agency for completion of these blocks.
4. Contractor. Address shall be the address for mailing payment. EIN/SSN is mandatory.
5. Point of Hire. On pre-season sign-up agreements, this block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire". For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
- 6-7. Operator and Operating Supplies Provided By. Normally check one block. If both blocks are checked, specify in Block 14, Special Provisions, which conditions apply.
8. Type of Contractor. This block is to gather information to meet agency reporting requirements.
9. Item Description. This information must be of sufficient detail to fully identify the equipment to be rented.
10. Number of Operators. Specify the number of operators per operational period. Note any exceptions in Block 14, Special Provisions.
11. Work or Daily Rate and Unit. Enter geographic area standard rate or negotiated rate and unit. Do not enter a daily rate if Block 13 contains a guarantee.
12. Special Rate and Unit. Enter the special rate and identify in detail in Block 14, Special Provisions, when and how these special rates apply.
13. Guarantee. Enter the geographic area standard rate or negotiated rate. Do not enter a guarantee if Block 11 unit of measurement is a daily rate.
14. Special Provisions. Detail any agreement made with the contractor not specified elsewhere on the form. Include any supplements to the General Provisions.
- 15-20. Signature Blocks. The rental agreement must be signed, dated, and name and title printed, by both the contractor or authorized agent and the authorized Contracting Officer.

28 – Exhibit 03

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

1. ORDERING OFFICE (name and address) Lewis & Clark National Forest PO Box 869 Great Falls, MT 59403		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT			
		2. AGREEMENT NUMBER 56-03K0-X-7295			
		3. EFFECTIVE DATES a. beginning 5/1/XX b. ending 12/31/XX			
4. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085		5. POINT OF HIRE (location when hired) Location at time of hire.			
b. EIN/SSN:		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
c. telephone number (day) (406) 564-3146	d. telephone number (night) (406) 564-9367	7. OPERATOR FURNISHED BY (3) <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT			
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE					
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit		12. SPECIAL a. rate b. unit
a. Dozer, Caterpillar Model D6C, SN 47A19652		1	76.00	HR	545.00
b. Bus, 40 Passenger Lic. No. 4T-6159B		1	1.80	MI	450.00
c. Wildland Engine Type III 1994 GMC, Lic. No. 4T-59847 (Montana)		(2) 3	120.00	HR	960.00
d. Transport, 30 Ton Flatbed 1992 Kenworth, Lic. No. 4T-7928C (Montana)		1	2.40	MI	595.00
e. Dodge 4x4 1/2 Ton, PU 1994 Lic. No. 4T-9795B (Montana)		(3) 0	40.00	DAY	.18 MI
f.					
g.					
14. SPECIAL PROVISIONS (1) Only one guarantee shall apply, based on the number of operator(s) ordered, provided that number is furnished. (2) One driver and two firefighters for a total of three operators shall be provided to operate the engine one operational period. (3) Government provided operator only applies to 4x4 1/2 Ton Pickup in Block 9, item e.					
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Duddly DoRight		16. DATE 5/1/XX	17. CONTRACTING OFFICER'S SIGNATURE Wright Price		18. DATE 5/1/XX
19. PRINT NAME AND TITLE Duddly DoRight – Owner			20. PRINT NAME AND TITLE Wright Price – Contracting Officer		

28 – Exhibit 03 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

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 hereon to the extent the Contractor is willing and able at the time of order. At time of dispatch a resource order number will be assigned. Contractor must furnish this number upon arrival and check in at the incident. When such equipment is furnished to the Government the following clauses shall apply:

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement must be in acceptable condition. The Government reserves the right to reject equipment which is not in safe and operative condition.

CLAUSE 2. Time under Hire - The time under hire shall start at the time agreed upon when equipment is ordered by the Government and end by notification to the Contractor by the Government that equipment is released except as provided in Clause 8.

CLAUSE 3. Transportation of Equipment - Equipment will be transported at Government expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Clause 8.

CLAUSE 4. Operating Supplies - As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 may specify that all operating supplies are to be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.

CLAUSE 5. 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 deducted from payment to the Contractor.

CLAUSE 6. Timekeeping - Time will be recorded by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:
a. Hourly Rate - nearest quarter hour.
b. Daily Rate - by calendar day except for first and last day, this will be recorded to nearest hour.
c. Mileage Rate - nearest mile.

CLAUSE 7. Payments

a. Rates of Payments - Rates for equipment hired with operator(s) include all operator(s) expenses. Payment for equipment and operator(s) furnished will be at rates specified and, except as provided in Clause 8, shall be in accordance with the following:

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

(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. 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.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily and/or Special rates or (2) the guarantee earned, whichever is the greatest amount.

CLAUSE 8. Exceptions

a. No further payment under Clause 7 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.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 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 5, 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.

CLAUSE 9. Meals and Bedding - When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge.

CLAUSE 10. Loss, Damage, or Destruction - The Government will assume risk for loss, damage, or destruction of equipment rented under this contract, provided that no reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor's agents caused or contributed to loss, damage, or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the Government or its employees.

CLAUSE 11. Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 10, 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 12. 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 13. Personal Protective Equipment - The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not furnished by the Contractor, to operators performing within the scope of this agreement:

a. Clothing: (1) Flame resistant pants and shirts; (2) Gloves (Either Nomex or chrome tanned leather, when not furnished by contractor); (3) Hard hat; (4) Goggles or safety glasses.

b. Equipment: (1) Fire shelter; (2) Headlamp; (3) Individual First-Aid Kit; (4) Other items, in addition to these three, may be issued by the Government.

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

CLAUSE 14. Service Contract Act - The following clause applies only when equipment is rented with operator. Except to the extent that an exemption or variation or tolerance would apply pursuant to 29 CFR 4-6 if this contract is in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938 expressed in 29 CFR Part 4. FAR 52.222-41 Service Contract Act of 1965, as amended (May 1969) is hereby incorporated by reference in this contract. SEE APPLICABLE WAGE DETERMINATION ATTACHED.

CLAUSE 15. Definitions - The following definitions for Block 8 of the OF-294 are added:

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominant in the field for which it is being signed up, subject to the following size standards: (1) Motorist 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.

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1986)

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.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.202-1	DEFINITIONS (APR 1984)
52.203-1	OFFICIALS NOT TO BENEFIT (APR 1984)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.222-3	CONVICT LABOR (APR 1984)
52.222-28	EQUAL OPPORTUNITY (APR 1984)
52.223-5	CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAR 89)
52.232-1	PAYMENTS (APR 1984)
52.232-6	DISCOUNTS FOR PROMPT PAYMENT (APR 1989)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (APR 1989)
52.233-1	DISPUTES, ALTERNATE I (APR 1984)
52.238-7	PERMITS AND RESPONSIBILITIES (APR 1984)
52.252-6	AUTHORIZED DEVIATION IN CLAUSES (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$2,500

52.222-4	CONTRACT WORK HOURS SAFETY STANDARDS ACT OVERTIME COMPENSATION (MAR 1986)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$10,000

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS & SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1989)
52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED & VIETNAM VETERANS (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$25,000

52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)
52.219-13	UTILIZATION OF WOMAN-OWNED SMALL BUSINESS (AUG 1988)
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)

ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF EQUIPMENT UNDER AGREEMENT CONFORMS WITH THE DEFINITIONS PROVIDED BELOW:

"Leasing," as used in this subpart, means the acquisition of motor vehicles, other than by purchase from private or commercial sources, and includes the synonyms "hire" and "rent." "Motor vehicle" means an item of equipment, mounted on wheels and designed for highway and/or land use, that (a) derives power from a self-contained power unit or (b) is designed to be towed by and used in conjunction with self-propelled equipment. (FAR 8.1101)

52.208-4	VEHICLE LEASE PAYMENTS (APR 1984)
52.208-5	CONDITION OF LEASE VEHICLES (APR 1984)
52.208-6	MARKING OF LEASED VEHICLES (APR 1984)

28 – Exhibit 04

VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST
INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

28 – Exhibit 05

VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST			
1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR			
4. AGREEMENT, PU, CONTRACT NO.		5. EXPIRES	
6. MAKE	7. MODEL / TYPE		
8. SERIAL NO. / VIN		9. LICENSE NO.	
Section I - Tractor, Motor Grader			
	Pre-use YES / NO	Release YES / NO	
1. ROPS, roll over protection system. Manufactured approval system secured to mainframe of tractor. Must include approved seat belts.	+		
2. Lights: headlight and working while operating			
3. Battery: check for corrosion, loose terminals, fluid levels			
4. Engine (paraly): check oil pressure, knock and leaks			
5. Fanbelt: oil must be working; oil, temperature, etc.	+		
6. Steering (brakes): must have 3/4" free travel	+		
7. Brakes: must hold at half travel	+		
8. Huffer and spark arrester: approved type unless factory	+		
9. Fuel system: must be free of leaks and leaks	+		
10. Cooling system: must be free of leaks	+		
11. Fan and fan belts: check for defects			
12. Engine supports, mounting bar, springs, main bearings: check shocks bolts, check spring test	+		
13. Hydraulic systems: no leaks or dips			
14. Balls (pins, lock and radiator guards) securely mounted	+		
15. PTO drive, transmission and differential: check for dripping			
16. Spooler and blade: cracks in spooler, spooler teeth sharp			
17. Tracks and rollers: sprockets height under 1/4", loose rollers, broken flanges	+		
18. Blade, spooler, teeth: operate smoothly and hold at one point			
19. Dipper and assembly: trimmer fully missing, cracks	+		
20. Drawbar: corrosion, safe			
21. Daily and use condition: report leaks and damage			
Section II - Remarks		(Describe all unsatisfactory items and identify by line number.)	
Section III - Power Saw, Pump			
	Pre-use YES / NO	Release YES / NO	
1. Visible parts broken	+		
2. Visible nuts and bolts tight			
3. Oil in gear case and chain oil			
4. Cutting bar straight, chain in good condition	+		
5. Exhaust system and spark arrester	+		
6. Motor: check wires, run smoothly, satisfactory power			
+ Safety Item - Do not accept until brought into compliance.			
FINANCE COPY - PRE USE			
10. PRE-USE INSPECTION			
		<input type="checkbox"/> REJECTED	
MILES / HRS _____ DATE _____ TIME _____			
Inspector Name _____ Title _____			
		<input type="checkbox"/> ACCEPTED	
MILES / HRS _____ DATE _____ TIME _____			
Vendor Signature _____ Title _____			
Inspector Name _____ Title _____			
Section IV - Truck, Bus, Van, Pickup			
	Pre-use YES / NO	Release YES / NO	
1. "DOT" inspection in the last 12 months, when required	+		
2. Gauges and lights	+		
3. Seat belts	+		
4. Glass & mirrors	+		
5. Wipers and horn	+		
6. Chain/pedal: proper adjustment			
7. Cooling system: check radiator and hoses			
8. Oil level and condition: full and clean			
9. Battery: check for corrosion, loose terminals, hold down			
10. Fuel System	+		
11. Electrical systems: generator and starter working			
12. Engine running: check for knocks and leaks			
13. Transmission: check for leaks			
14. Steering	+		
15. Brakes	+		
16. 4-wheel drive: check gear boxes, leaks			
17. Drive shaft/axles: check for looseness			
18. Springs and shocks	+		
19. Differential: check for leaks			
20. Exhaust system	+		
21. Frame	+		
22. Tires and wheels (List failed condition/depth is marked)	+		
23. Body and interior condition: describe and locate damage on back of page 2, Section II, Item 21			
24. Emergency equipment required: ... Fire Extinguisher ... Spare Fuse ... Reflectors	+		
25. Operator's property licensed.	+		
State _____ License No. _____ Class _____			
Employment _____ Mon. Cal. _____ Expire Date _____			
11. RELEASE INSPECTION			
		<input type="checkbox"/> NO DAMAGE / NO CLAIM	
		<small>Not applicable to items, repairs required.</small>	
MILES / HRS _____ DATE _____ TIME _____			
Vendor Signature _____ Title _____			
Inspector Name _____ Title _____			

28 – Exhibit 05 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

FORM USE AND DISTRIBUTION

Pre-Use Inspection

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

Release Inspection

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

28 – Exhibit 05 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

Section IV - Truck, Bus, Van, Pick-up

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

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

2. Gauges, and Lights (393.81-393.9)

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

3. Seat Belts (393.93)

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

4. Glass and Mirrors (393.60, 393.80)

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

5. Wipers and Horn (393.78, 393.81)

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

10. Fuel System (393.65, 393.67)

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

14. Steering (393.209)

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

15. Brakes (393.40-393.53)

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

18. Springs and Shocks (393.207)

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

20. Exhaust (393.83)

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

21. Frame (393.201)

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

22. Tires and Wheels (393.75, 393.205)

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

24. Emergency Equipment (393.95)

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

25. License (383.23, 391.41)

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

IN ADDITION TO THE ABOVE:

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

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

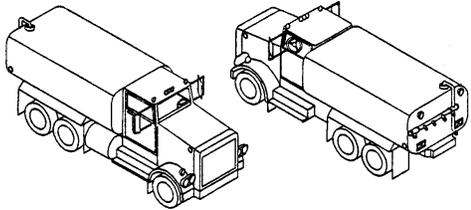
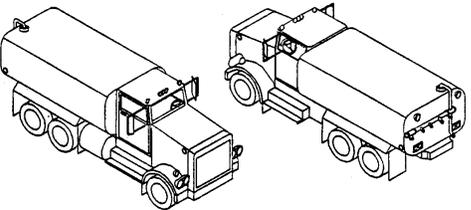
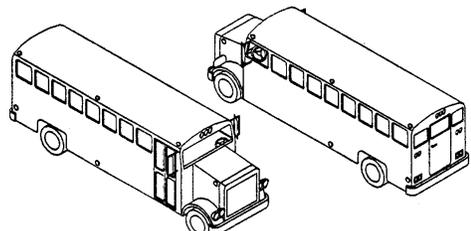
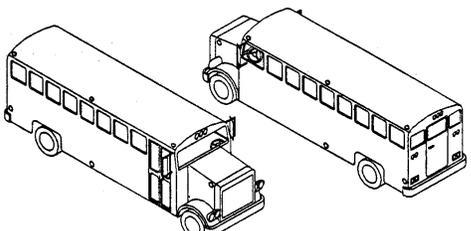
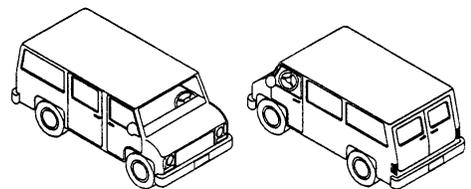
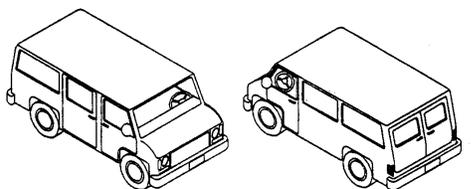
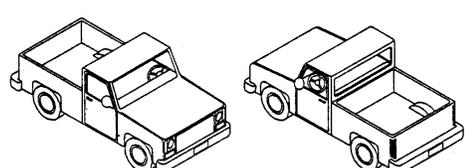
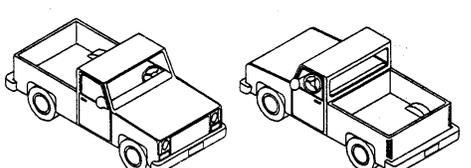
28 – Exhibit 05 – Continued

**VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296**

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST				
1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER		
3. OWNER / VENDOR				
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES		
6. MAKE	7. MODEL, TYPE			
8. SERIAL NO. / VIN		9. LICENSE NO.		
Section I - Tractor, Motor Grader				
	Pre-use	Release		
	YES NO	YES NO		
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and Fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				
Section II - Remarks (Describe all unsatisfactory items and identify by line number.)				
Section III - Power Saw, Pump				
	Pre-use	Release		
	YES NO	YES NO		
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				
* Safety Item - Do not accept until brought into compliance.				
10. PRE-USE INSPECTION <input type="checkbox"/> REJECTED				
MILES / HRS _____ DATE _____ TIME _____				
Inspector Name _____ <small>Print</small>		Title _____		
<input type="checkbox"/> ACCEPTED				
MILES / HRS _____ DATE _____ TIME _____				
Vendor Signature _____		Title _____		
Inspector Name _____ <small>Print</small>		Title _____		
Section IV - Truck, Bus, Van, Pickup				
	Pre-use		Release	
	YES NO		YES NO	
1. "DOT" inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass & mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel System *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line-U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tires and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 2, Section IV, item 23				
24. Emergency equipment required. * ___ Fire Extinguisher ___ Spare Fuses ___ Reflectors				
25. Operator(s) properly licensed. *				
State _____ License No. _____		Class _____		
Endorsements _____		Med. Cert. Expire Date _____		
11. RELEASE INSPECTION <input type="checkbox"/> NO DAMAGE / NO CLAIM <small>Not applicable to buses, inspection required.</small>				
MILES / HRS _____ DATE _____ TIME _____				
Vendor Signature _____		Title _____		
Inspector Name _____ <small>Print</small>		Title _____		

28 – Exhibit 05 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

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

28 – Exhibit 06

EMERGENCY EQUIPMENT SHIFT TICKET INSTRUCTIONS

1. Agreement No. Enter number from Block 2 of the EERA.
2. Contractor. Enter the contractor's name as shown in Block 4 of the EERA.
5. Operator. Enter the names of all operators in Block 14, Remarks; note the operational periods that each operator was on duty.
6. Equipment Make. Enter the make of equipment from Block 9 of the EERA. (Note: Blocks 6 through 8 should reflect what is shown on the EERA and provided by the contractor.)
7. Equipment Model. Enter the model of equipment from Block 9 of the EERA.
8. Operator. Check one, in accordance with Block 6 of the EERA.
9. Serial Number. Enter serial number of equipment.
10. License Number. If equipment is licensed, enter license number of equipment (off-road, heavy equipment normally is not licensed).
11. Operating Supplies. Check one, in accordance with Block 7 of the EERA.
13. Equipment Use. If the EERA, Block 11, specifies the rate of pay as days, miles or hours. Enter the start and stop times for an hourly pay rate, enter start to stop, mileage for miles, and day for days in the columns designated as start/stop. Calculate the hours worked or miles driven and enter in the work column. If the rate of pay is by the day, enter "1". (See EERA, Clause 7A.4.)

Enter any information in the "Special" column required in Block 12 of the EERA.
14. Remarks. Enter any information necessary to administer the terms of the EERA.
15. Equipment Status. Mark the appropriate blocks.
17. Contractor's or Authorized Agent's Signature. To be completed and signed by the appropriate contractor representative, normally at the end of each work shift or break in operational periods.

28 – Exhibit 06 – Continued

EMERGENCY EQUIPMENT SHIFT TICKET INSTRUCTIONS

18. Government's Officer's Signature. To be signed by the incident official responsible for the immediate supervision of the equipment.

28 – Exhibit 07

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

Sample form when vehicle is rented without operator.

EMERGENCY EQUIPMENT SHIFT TICKET						
<i>NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.</i>						
1. AGREEMENT NUMBER 56-03K0-X-7295			2. CONTRACTOR (name) DoRight Construction			
3. INCIDENT OR PROJECT NAME Bad Bear		4. INCIDENT NUMBER ID-BOF-080		5. OPERATOR (name) Max Speed		
6. EQUIPMENT MAKE Dodge		7. EQUIPMENT MODEL 150		8. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER		10. LICENSE NUMBER Lic. No. 4T-0795B		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)		
12. DATE MO/DAY/YR	13. EQUIPMENT USE					14. REMARKS (released, down time and cause, problems, etc.) Point of hire – Nampa, ID Time of hire – 0600
	START	STOP	WORK HOURS/DAYS	SPECIAL MILES <small>(circle one)</small>		
8/5/XX	9,156	9,276	120			15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
			16. INVOICE POSTED BY (Recorder's initials)			
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Max Speed			18. GOVERNMENT OFFICER'S SIGNATURE Chariot Keeper		19. DATE SIGNED 8/5/XX	

28 – Exhibit 08

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

Sample form when vehicle is rented with operator.

EMERGENCY EQUIPMENT SHIFT TICKET						
<i>NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.</i>						
1. AGREEMENT NUMBER 56-03K0-X-7295			2. CONTRACTOR (name) DoRight Construction			
3. INCIDENT OR PROJECT NAME Bad Bear		4. INCIDENT NUMBER ID-BOF-080		5. OPERATOR (name) Loose Nut		
6. EQUIPMENT MAKE Caterpillar		7. EQUIPMENT MODEL D6C		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER 47A19625		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)		
12. DATE MO/DAY/YR	13. EQUIPMENT USE <i>(Circled one)</i>		14. REMARKS (released, down time and cause, problems, etc.)			
	START	STOP	WORK	SPECIAL		
8/5/XX	0830	1600	7.5	0600 under hire at Nampa, ID transported to Bad Bear Fire arrived at 0830. 1600 - 1800 down for service 2000- Operators off duty		
8/5/XX	1800	2000	2.0			
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor		
				16. INVOICE POSTED BY (Recorder's initials)		
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Loose Nut			18. GOVERNMENT OFFICER'S SIGNATURE Jinder Dry		19. DATE SIGNED 8/5/XX	

28 – Exhibit 09

EMERGENCY EQUIPMENT USE INVOICE INSTRUCTIONS

1. Contractor. Enter contractor's name and mailing address from Block 4 of the EERA. It is important to confirm with the contractor that this is the current mailing address. The EIN/SSN must be completed.
2. Incident Name. Enter incident name.
3. Agreement Number. Enter the agreement number from Block 2 of the EERA.
4. Effective Dates. Enter the effective dates of the agreement from Block 3 of the EERA.
5. Equipment. Enter the equipment information and cross check with Block 9 of the EERA to ensure the equipment provided is the same equipment shown on the agreement.
6. Point of Hire. Enter the point of hire as specified in the agreement. It is mandatory this be completed to calculate travel time to and from the incident.
7. Date of Hire. Enter the date of hire from the agreement, the inspection, or the shift ticket.
8. Time of Hire. Enter time of hire from Block 13 or 14 of the shift ticket.
9. Administrative Office for Payment. Enter the name and address of the payment office designated by the incident agency or the EERA.
- 10-11. Operating Supplies and Operator. Check the appropriate boxes in accordance with Blocks 6 and 7 of the EERA.
12. Resource Order Number. Enter the Incident order number and request number (e.g., E#) under which the equipment was ordered.
13. Year, Month and Day. Enter appropriate calendar year, month, and day.
- 14-15. Work or Daily Rate. Enter the units worked in sub-block "A" from the shift ticket. Enter the rate in sub-block "B" from Block 11 of the EERA. Extend the units worked times the rate and enter the amount in sub-block "C".

28 – Exhibit 09 – Continued

EMERGENCY EQUIPMENT USE INVOICE INSTRUCTIONS

16. Total Amount Earned. Add the totals of Blocks 14c and 15c and enter in Block 16.
17. Guarantee. Enter the guarantee from Block 13 of the EERA. If equipment is under a daily rate, there is no guarantee.
18. Amount. Enter the higher amount of Block 16 or Block 17.
19. Charge Code. Enter incident agency accounting code.
20. Object Code. Payment personnel complete the object code.
21. Released/Withdrawn. Check the appropriate box and enter the date and time from Blocks 13, 14, or 15 of the shift ticket.
22. Remarks. Enter any remarks necessary to explain the information on the invoice, such as the reasons for additions or deductions, or a pending claim.
23. Gross Amount Due. Total of entries in column 18.
24. Previous Page(s). If the invoice is more than one page in length, carry the amounts forward and enter in this block.
25. Total Amount Due. Total Blocks 23 and 24.
- 26-27. Deductions and Additions. Enter any additions or deductions to the invoice and explain in Block 22. Attach supporting documents to the invoice.
28. Net Amount. Total of Blocks 25, 26, and 27.
29. Release. The contractor should read and agree with the statement in this block. If the contractor has any exceptions, it should be so noted in the remarks.
- 30, 31, 34. Contractor's Signature, Title, Date. The contractor or authorized agent signs, dates, and prints name and title in these blocks.
- 32, 33, 35. Receiving Officer's Signature, Title, Date. The Receiving Officer, normally the Procurement Unit Leader, signs, dates, and prints name and title in these blocks. It should be explained to the contractor that the invoice is subject to audit and errors will be corrected prior to payment.

28 - Exhibit 11

EMERGENCY EQUIPMENT USE INVOICE, OF-286

Sample form when vehicle is rented without operator.

EMERGENCY EQUIPMENT - USE INVOICE

PAGE 1 OF 1

1. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085 b. EIN/SSN					2. INCIDENT OR PROJECT NAME Bad Bear Fire						
5. EQUIPMENT (list make, model, serial number, etc.) Dodge 4x4 1/2 Ton, PU 1994 Lic. No. 4T-9795B (Montana)					3. AGREEMENT NUMBER (from OF-294) 56-03K0-X-7295						
9. ADMINISTRATIVE OFFICE FOR PAYMENT Boise National Forest 1918 Commerce Boise, ID 83637					4. EFFECTIVE DATES OF AGREEMENT a. beginning 5/1/XX		b. ending 12/31/XX				
10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)					6. POINT OF HIRE (location when hired) Nampa, ID						
11. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT					7. DATE OF HIRE 8/5/XX		8. TIME OF HIRE 0600				
12. RESOURCE ORDER NUMBER E-2 ID-BOF-080											
13. YEAR		14. WORK OR DAILY RATE			15. SPECIAL RATE			16. TOTAL AMOUNT EARNED (14c + 15c)	17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)	
19. MO	20. DA	a. UNITS WORKED (MMH/DA)	b. RATE	c. AMOUNT	a. UNITS WORKED (MMH/DA)	b. RATE	c. AMOUNT				
8	5	1	40.00	40.00	120	.18	21.60	61.60		61.60	
8	6	1	40.00	40.00	160	.18	28.80	68.80		68.80	
8	7	.5	40.00	20.00	40	.18	7.20	27.20		27.20	
19. CHARGE CODE P-16529				20. OBJECT CODE 2360		23. GROSS AMOUNT DUE 157.60					
21. EQUIPMENT WAS <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/7/XX TIME: 0500				24. ITEM 23 FROM PREVIOUS PAGE _____				25. TOTAL AMOUNT DUE 157.60			
22. REMARKS				26. DEDUCTIONS (attach statement)				27. ADDITIONS (attach statement)			
				28. NET AMOUNT DUE 157.60							
29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.											
30. CONTRACTOR'S SIGNATURE <i>Max Speed</i>				31. DATE 8/7/XX		32. RECEIVING OFFICER'S SIGNATURE <i>Clock Watcher</i>				33. DATE 8/7/XX	
34. PRINT NAME AND TITLE Max Speed				35. PRINT NAME AND TITLE Clock Watcher TUL							

28 – Exhibit 12

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE INSTRUCTIONS

1. Incident Name. Enter the incident name.
2. Owner of Equipment. If government owned, enter the agency and home unit. If contractor owned, enter the contractor's name as shown in Block 4 of the EERA.
3. Agreement Number. If contractor owned, enter the agreement number from Block 2 of the EERA, or the request number (e.g., E#). If government owned, enter the request number.
4. Type of Equipment. If contractor owned, enter data from Block 9 of the EERA.
5. License or Identification Number. Enter serial number and/or license number of contractor's equipment. If government owned, enter identification number such as license number, serial number, or other identification number of the equipment.
6. Commodity. Identify the commodity provided.
7. Quantity. Enter the quantity provided.
8. Unit. Enter the unit of measure for the commodity provided.
9. Unit Price. Enter the unit price (obtained from the Procurement Unit Leader or Buying Team Leader) for the commodity provided.
10. Amount. The amount equal to the unit price (Block 9) times the quantity (Block 7).
11. Oil/Other. Enter any other products provided and compute extensions.
12. Date and Time Issued. Enter date and time issued.
13. Remarks. Enter pertinent remarks.
14. Total. Enter total (commodity total plus oil/other total).
- 5-18. Signatures. The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.

28 – Exhibit 12 – Continued

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE INSTRUCTIONS

19. Posted to Equipment Invoice. The individual posting the deduction to the invoice initials and dates.

28 – Exhibit 13

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE		SEE COVER FOR INSTRUCTIONS.				
INCIDENT OR PROJECT NAME Bad Bear		OWNER OF EQUIPMENT: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Government Name DoRight Construction				
AGREEMENT NUMBER 56-03K0-X-7295		TYPE OF EQUIPMENT Dozer D6C		LICENSE OR IDENTIFICATION NUMBER E-1 47A19652		
COMMODITY (circle appropriate items)		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
REGULAR GAS UNLEADED GAS DIESEL		100	GAL	1.23	123.00	
OIL OTHER (specify)						
DATE AND TIME ISSUED 8/5/XX 2000		REMARKS			TOTAL 123.00	
ISSUING AGENT'S SIGNATURE <i>Splash Henderson</i>		PRINT NAME AND TITLE Splash Henderson operator				
RECEIVING AGENT'S SIGNATURE <i>Loose Nut</i>		PRINT NAME AND TITLE Loose Nut operator				
POSTED TO EQUIPMENT INVOICE (FINANCE USE ONLY): INITIALS JRS				DATE 8/6/XX		

ORDERING OFFICE FILE COPY

28 – Exhibit 14

EMERGENCY EQUIPMENT RENTAL USE ENVELOPE, OF-305

EMERGENCY EQUIPMENT RENTAL-USE ENVELOPE

CONTRACTOR DoRight Construction		ORDERED BY Jeri Call
RESOURCE ORDER NO. ID-BOF-080 E-1		
ARRIVED AT MOBILIZATION POINT DATE 8-5-XX	TIME 0830	LOCATION Bad Bear Incident Base
OPERATOR(S) Loose Nut		
EQUIPMENT TYPE Dozer	SIZE D6C	NUMBER 47A19652
DATE RELEASED 8/7/XX	TIME RELEASED 0900	

ADMINISTRATIVE FOLLOWUP NEEDED:
YES NO

REMARKS _____
CONTINUE ON REVERSE IF NECESSARY _____

NOTICE TO CONTRACTOR
REPORT TO: **Incident Base**
INCIDENT: **Bad Bear**

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

FORMS:

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

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

Jim Timely
EQUIPMENT TIME RECORDER

8/7/XX
DATE

Will Buyit - PLE
FINANCE SECTION CHIEF OR
PROCUREMENT UNIT LEADER

8/7/XX
DATE

CONTRACTOR: