

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

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 is 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 and IMT to establish procedures 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) or Contracting Officer’s Representative (COR). An individual designated by the contracting officer to provide technical support for the contract within specific authority and limitations as specified in the delegation. The COTR/COR must be agency certified.
2. Incident Contracting Officer (ICO). The Bureau of Land Management has delegated limited procurement authority to persons meeting ICO requirements. ICOs may only establish Emergency Equipment Rental Agreement (EERA) using an established Geographic Area Supplement for equipment rates. ICOs may not settle contract claims or negotiate land use or other agreements.
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.
7. Incident Blanket Purchase Agreement (I-BPA). A preseason agreement for equipment, supplies or services on a SF-1449 form.

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 (See 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. When appropriate, agencies located in the same geographic area should coordinate and develop interagency service and supply plans. 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. Incident Blanket Purchase Agreements, SF-1449 / 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 bottled water, 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 Exception Position rates.
10. Local warehouse inventory of non-cache items, e.g., chairs, fax machines, phones, coolers.
11. Contact names and telephone numbers for incident agency acquisition staff, geographic area cache and local warehouse/cache, etc.

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 procurement 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 Contracts. The following national contracts are established for 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 for ordering procedures. Contracts are available electronically at www.fs.fed.us/fire/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. 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 National Mobile Food Services Contract is the mandatory source for federal wildland firefighting agencies in the western United States and Alaska if food preparation is needed at the incident and the number of meals to be served meets the parameters in the contract. See current contract for requirements at www.fs.fed.us/fire/contracting. When local food services sources are utilized, national contract specifications, e.g., sack lunch specifications, should be used as guidelines to assure adequate services are provided.

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

Refer to www.fs.fed.us/fire/contracting for additional national contracts that may be available for use.

24 – ACQUISITION METHODS. Purchases shall be made by the most efficient method and in accordance with incident agency procedures. On long duration incidents, procurement officials should consider negotiating a new agreement for non-solicited equipment to obtain more favorable rates. 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 and adhering to incident agency policy. Micropurchase thresholds still apply on emergency incidents. If a purchase exceeds this threshold a government procurement instrument must be used, e.g., purchase order, BPA. A warranted contracting officer may make payment with

a government charge card. Personnel not assigned to a Buying Team or other purchasing support position must obtain 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 officials with warrant authority 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 Appendix B – Tool Kit).

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 – Equipment Rental. Pre-season competed agreements shall be used as the first source for equipment rentals. To avoid duplication and ensure coordination among agencies, where agency procedures permit, only one pre-season agreement should be initiated with each contractor for the same piece of equipment.

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

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

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 rate is significantly higher than local agreements and/or established geographic area rates, a new agreement shall be established for the incident only and shall not exceed local or geographic area rates.
 - 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.**

3. **Demobilization.** Contractors who provide tactical equipment signed up on incident-only EERAs shall be demobilized prior to equipment awarded on a competitive I-BPA. Vendors who bid and are awarded preseason competitive I-BPAs have priority to remain on the incident over incident-only agreements unless the IC determines it is necessary to deviate based on a specific incident need. See National Interagency Mobilization Guide, Chapter 20, Section 23.

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. EERAs should specify exactly what is included in the rental rate.
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 other than owner/operator, e.g., intends to hire operators as employees, and cannot document worker’s

compensation coverage the resource shall be declined and another supplier utilized.

5. 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 21. 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)

6. 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.

7. 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. Most equipment should be obtained through a pre-season competitive solicitation process. Follow agency guidelines.

Additionally, geographic areas should issue a supplement to establish standard equipment rental rates, which reflect area costs, economics, and market conditions for equipment that is not competitively solicited or is hired at an incident. The standard rate established is 90% of the lowest competitive rate accepted for each type of equipment/service in order to encourage vendors to sign up their equipment using the preseason process. See Exhibit 01 for Equipment and Method of Hire National Standards.

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). Operated 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.

24.3-4 – Incident-Only EERAs. An agency warranted Contracting Officer may award EERAs at the incident depending on need. EERA's negotiated at an incident will only be in effect until the end of the incident. Incident-only EERAs may not be awarded unless competitive agreements are exhausted or unavailable for the date and time needed.

1. Incident CO's shall refer to geographic area standard rates based on where the incident is located to establish incident-only rates for EERAs.

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

- A. Use the standard rate as determined by the Interagency Incident Business Management Handbook (IIBMH), Chapter 20 and supplement for the geographic area of the incident.
- B. Call the geographic area contracting officer responsible for preseason equipment/services for assistance for at-incident negotiated rates.

C. Determine if the vendor has standard commercial rates for the equipment/services or if there are commercial rates established for similar equipment in the area, e.g., backhoes, bobcats, etc. These rates will be a starting point to establish fair and reasonable rates to be used for the incident. Service Contract Act wage rates, longer hours and working environment/conditions, especially if equipment comes with operator, can be taken under consideration.

D. Other factors to consider:

- a. Direction on the use of hourly/daily rates for each type of equipment will be determined by IIBMH, Chapter 20 and supplements.
- b. Determine the labor cost (all-inclusive) when hiring with operator(s). Use the current revision of Wage Determination No. 1995-0221, Emergency Incident/Fire Safety Services, as a guide for operator hourly rates.

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, and 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, e.g., 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 official 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, (See 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). Contract personnel may not utilize APMC services.

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 or Casuals working at their point of hire, except as stated below (5 U.S.C. 5536).

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*.*

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.* Bottled water is not a supplemental food and may be provided in accordance with incident agency policy.

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., certificates, billboards or other forms of advertisement, refreshments.

26 – EERA and I-BPA ADMINISTRATION. Incident agencies shall establish procedures for administering the EERA and I-BPA including ordering, inspecting, record keeping, releasing and paying. Changes or modifications to the EERA or I-BPA terms and conditions may only be made by the original signing procurement officer. If the original signing procurement officer is not available and adjustments are deemed appropriate, a new EERA will be established at the incident and only applies for the duration of 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. The ordering official documents date and time of hire on Emergency Equipment Shift Ticket, OF-297.
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 Safety Inspection Checklist, OF-296, (Section 28, Exhibits 07 and 08). 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 I-BPA or EERA and inspected at the time the I-BPA or 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 or I-BPA and document significant events during the period of rental. Appendix B – 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 (See Section 28, Exhibits 03 and 04).

Preseason agreements (I-BPAs) issued on form SF-1449 document the terms and conditions of the rental of the contractor's equipment.

2. Vehicle/Heavy Equipment Safety 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 (See Section 28, Exhibits 07 and 08).

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 10. Section 28, Exhibit 09 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 Finance Administration Section Chief, Procurement Unit Leader or other designated official 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 14 contains instructions for the OF-286. Section 28, Exhibit 13 shows a sample OF-286 for a dozer rented with operator. In lieu of the OF-286, an original commercial vendor invoice with authorizing government official signature may be used. Signatures shall be legible.

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. Signatures shall be legible. The deductions are posted on the Emergency Equipment Use Invoice, OF-286, (See Section 28, Exhibits 17 and 18).

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

- A. Resource Order Form. (Section 28, Exhibit 02)
- B. Commissary Issue Records.
- C. Agency-provided repairs, parts and supply invoices.
- D. Contract claim documentation.
- E. Emergency Firefighter Time Report, OF-288.
- F. Performance evaluations.

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

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 21).

The envelope is prepared at the time of hire by the hiring official and will contain a copy of the EERA, I-BPA, 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, and Emergency Equipment Use Invoice, OF-286, may be computer generated. These forms should always be distributed as follows:

1. Contractor.
2. Ordering office (incident agency).
3. Payment office (original invoice, signed in other than black ink).
4. Incident Finance Package, (See Chapter 40, Section 45, Exhibit 05).

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

1. Goldenrod to Contractor
2. White to the ordering office (incident agency).
3. Pink to payment office (original legible signature – signed in other than black ink).
4. Blue to incident finance package.

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, e.g., ISUITE, commercial logs or invoices, ensure adequate copies are provided and original legible 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 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 from the incident are documented. Payment documents should include estimated travel time to point of hire. If released to a new incident, the resource is paid by the receiving incident for costs associated with the new incident, e.g., travel. Receiving incident should ensure the resource is not compensated more than once for the travel day.
6. Proper legible signatures are obtained in other than black ink. The contractor or contractor's representative indicates whether there are any claims.
7. Performance evaluation has been completed by the first line supervisor. The original evaluation form is forwarded to the awarding contracting officer. Provide a copy to the contractor and retain a copy for the incident documentation package.
8. All payment 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”. Claims settlement authority is located at C.5 in the contract clauses of the I-BPAs. Each settlement shall include a contracting officer's determination and findings. (See Appendix B – 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 I-BPA 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. Legible 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 B – Tool Kit.)

27 – PAYMENTS. Prior to implementing any incident payments (including purchases made by government charge cards or convenience checks) coordination with the incident agency is required.

The incident agency may review 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 of outgoing IMT). 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) and Incident Blanket Purchase Agreement (I-BPA). Unless otherwise specified in the EERA or I-

BPA, the agency with jurisdictional responsibility is responsible for payment. The following documents, when applicable, should be submitted for payment of EERAs and I-BPAs:

1. Documented proof that the equipment was ordered in accordance with agency procedures. If the order originates through an automated resource ordering system, the Resource Order Number, e.g., E# is required. A detailed report from the automated system may be requested at a later date for audit purposes. (See Exhibit 02.) If the order does not originate through an automated system, then a copy of the Resource Order is necessary.
2. Copy of the Emergency Equipment Rental Agreement, OF-294 or Incident Blanket Purchase Agreement, SF-1449.
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 (indicate incident name, number and resource order number).
5. Emergency Equipment Fuel and Oil Issue, OF-304, (if deductions are made) or a log with approving official legible 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 national contracts such as mobile food and showers issued through NIFC are made by the Forest Service Incident Finance Branch at the Albuquerque Service Center. Payment procedures are set forth in the contract which can be found at www.fs.fed.us/fire/contracting.

28 – EXHIBITS.

The Exhibits Section includes test forms that are available for use. The test forms have been submitted for approval as official forms through GSA.