



IIBMH Supplement: Interagency Procurement Unit Field Guide

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The Incident Business Committee (IBC), a National Wildfire Coordinating Group (NWCWG) entity, has created and produced the *Interagency Procurement Unit Field Guide* as an interim document until the committee has an opportunity to review the future options for the content and format of the *Interagency Incident Business Management Handbook*, PMS 902. Until then, this guide is posted on the IBC webpage at <https://www.nwcg.gov/committees/incident-business-committee/resources>.

The *Interagency Procurement Unit Field Guide* offers recommendations for administering the incident procurement process. It is not a formal policy. Agency policy shall be followed as according to the respective jurisdictional incident and/or agency. The focus is on administration of existing agreements or contracts and creation of new Land Use Agreements or Incident Only Emergency Equipment Rental Agreements (EERA) as necessary.

The intent of this guide is to assist incident personnel assigned to wildland fire and all-hazard incident activities. This guide is designed to provide information to Procurement Unit Leaders, Equipment Time Recorders, Finance Section Chiefs, Buying Teams, Incident Business Advisors, local unit personnel, and other incident business personnel on:

- Incident Procurement policy,
- Emergency equipment pricing,
- Payment scenarios and examples, and
- References, forms, and contact information.

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Section 1 - Incident Procurement Policy

There are numerous policies guiding the formation, administration, and payment practices for incident procurement. Many of the administration policies found in the various incident agreements/contracts originated from guidance published by the interagency National Wildfire Coordination Group (NWCG); however, the procurement process itself follows both federal and agency specific acquisition regulations.

Federal agencies adhere to multiple levels of regulations with respect to incident procurement. As an Agency of the Department of Agriculture of the United States government, the Forest Service follows the prescriptions set forth in the Federal Acquisition Regulations (FAR), Agriculture Acquisition Regulations (AGAR), and Forest Service Acquisition Regulations (FSAR) for the formation and administration of its incident procurement instruments. Department of Interior (DOI) agencies comply with regulations contained within Department of the Interior Acquisitions Regulations (DIAR) and FAR.

Federal agencies authorize only warranted federal procurement officials to enter into agreements/contracts. A State procurement official would not have authority to procure for a federal agency. State/Local agencies, at their discretion, may delegate procurement authority to a non-warranted procurement official or Federal procurement official.

Information regarding incident procurement policies can be found in the *Interagency Incident Business Management Handbook* (IIBMH) at <https://www.nwcg.gov/sites/default/files/publications/pms902.pdf>, Chapter 20.

Federal Acquisition Regulations

Federal agencies are required to follow the regulations specified in the FAR, which can be accessed at <https://www.acquisition.gov/FAR/>. The FAR is issued under Title 48 of the Code of Federal Regulations (CFR), which is utilized by the majority of the Civilian Agencies, and while the FAR does not address fire or incident procurement specifically, several parts do afford flexibilities to accelerate the process:

Subpart 6.302-2 (for actions above the Simplified Acquisition Threshold (SAT)) and FAR 13.106 (for actions under SAT) authorizes an exception to *full & open competition* when the need is urgent and compelling such as a response to a wildfire. This authority is routinely used as justification to sole-source supplies and/or services during an incident but more specifically, it allows a procurement official to limit the number of sources sought for competition, reduce or eliminate synopsis requirements, and accelerates the evaluation and award process. Procurement officials are encouraged to document their use of this authority in accordance to the justification requirements specified at 6.303.

Subpart 13.202 states purchases of supplies/services under the micro-purchase threshold can be made without seeking competitive quotes, or in other words, authorizes the procurement official to sole-source the acquisition. The current micro-purchase threshold, as defined at Subpart 2.101, is \$3,500 for supplies, \$2,500 for services, and \$2,000 for construction.

Part 18 Emergency Acquisitions authorizes numerous flexibilities for competition, evaluation, and payment terms in response to an emergency; however, in accordance to Part 18.001 this may only be used for contingency operations, which are specific to the military; defense against nuclear/biological/chemical/radiological attack; or Presidential emergency or major disaster declarations.

Wildland fire has not traditionally received any of these declarations but it is not uncommon to encounter this during all-hazard incidents such as hurricanes, flooding, natural disasters, etc.

Incident Administration Policies

Agencies adhere to incident administration policies set forth in several interagency documents.

Interagency Incident Business Management Handbook

The primary source for incident management administration policy is the IIBMH, also known as the “yellow book”. The IIBMH is published on an interagency basis through the NWCG and includes guidance on numerous incident administration topics, including chapters on: personnel, acquisition, property management, incident business coordination, interagency cooperative relations, accident investigations, claims, cost accounting, and all risk management. This handbook is both interagency and national in scope, so all agencies are encouraged to adhere to its guidelines. The IIBMH is posted on NWCG’s publications site:

<https://www.nwcg.gov/committees/incident-business-committee/publications>

IIBMH Chapter 20 – Acquisition

Chapter 20 of the IIBMH outlines procedures for administering the acquisition operations at the incident. This chapter focuses on the process of hiring a contracted resource at the incident, the documentation requirements, payment provisions, and examples of required forms.

Notable sections in Chapter 20 include:

Responsibilities. The incident procurement expectations for the Incident Agency (host unit), Procurement Unit Leader, and Buying Team are defined.

Government Charge Cards and Convenience Checks. Addresses the approval and use of purchase cards and checks on an incident.

Land Use and Facility Rental Agreements. Details the requirements and considerations for renting land or facilities at the incident. Additional information can be found in Appendix B – Tool Kit.

Equipment Rental. Addresses considerations for hiring equipment/services, policies to review with the contractor, standard method of hire chart, and definitions of work rates.

Incident Only EERAs. Highlights considerations for hiring a resource on an Emergency Equipment Rental Agreement (EERA). EERAs are discussed in further detail in Section 4 below.

EERA and IBPA Administration. Provides guidance on the ordering process, inspection expectations, claim process, and documentation requirements for administering an EERA or IBPA resource at the incident. IBPAs are discussed in further detail in Section 4 below.

Payments. Provides guidance on the frequency, submittal requirements, and required forms for making incident payments to contractors.

IIBMH Chapter 20 – Geographic Area Supplements

Individual Geographic Area Coordination Centers (GACCs) may issue supplements to Chapter 20. These are used to identify GACC-specific policies and procedures and establish rates for various types of equipment. GACC specific supplements can be found on individual GACC websites under Incident Business Management. A GACC listing can be found at <https://gacc.nifc.gov/>.

Incident Procurement Alternatives¹

(i) Buying Team Leaders (BUYL)/Contracting Officer (CONO). Employees assigned as incident buying team leaders or contracting officers shall have a minimum warrant level of I, in addition to specialized incident training in accordance with the current National Interagency Buying Team Guide.

(ii) Incident Blanket Purchase Agreements (IBPA) are a type of pre-season blanket purchase agreement, and individual orders against the agreement may be placed by any employee or position that is authorized to place the orders. Any modifications to, or claim settlements arising from or relating to IBPAs must be made by the originating warranted contracting officer with appropriate delegated authority for that modification, or claim.

(iii) Emergency Equipment Rental Agreements. EERAs are incident only ordering agreements established for an individual incident. Warranted employees may enter into EERAs within their warrant authority.

If the successor language is included in the IBPA, any warranted contracting officer may settle claims.

Section 2 - Types of Agreements & Contracts

On a national level, an effort has been made to standardize incident procurement tools. The majority of contracted resources use an identical template which require them to adhere to the same equipment specifications, personnel requirements, and payment provisions regardless of their geographic area of hire. This guide references clauses for agreements created through the Virtual Incident Procurement (VIPR) system which is used by the Forest Service, but all federal and state agencies have the authority to create agreements using their agency specific programs and would have the same or similar clause language. The following is a summary of the incident procurement mechanisms used to hire resources.

National Contracts

The Incident Support Branch (ISB) at the National Interagency Fire Center (NIFC) in Boise, ID administers numerous contracts awarded on a national basis. These are competitive multiple-award contracts awarded pre-season from a single solicitation to host dispatch centers throughout the country. As contracts, these are more formal and may include minimum guarantees (either annually or for each order) and mandatory availability periods. The contracts are awarded by the Forest Service but are also used by the Department of Interior and

¹ Procurement authority for the Forest Service is addressed in the FSAR at 6309.32 Chapter 4G01 and can be found in section 4G01.602-1. Reference: https://www.fs.fed.us/cgi-bin/Directives/get_dirs/fsh?6309.32. Procurement authority for DOI agency is referenced in the Department of Interior's Departmental Manual number 205 chapter 11.

various States. The national contracts can be obtained by emailing a request for the contract to fsaqmisb@fs.fed.us and currently include:

Airtankers – These are the large fixed-wing aircraft used to drop suppressant and/or retardant.

Helicopters – Both the Call When Needed (CWN) and Exclusive Use Exclusive Use Type I (Heavy) and Type II (Medium) helicopter contracts are hosted by the ISB. The Type 1 aircraft are primarily used to haul/drop water and the Type II is primarily used to haul personnel, such as rappellers.

Smokejumper Aircraft – Fixed wing aircraft used to transport government smokejumpers.

Retardant – A contract to supply bulk chemicals for making retardant.

Crews – Type 2-IA – These are hand crews assigned to a specific dispatch location for a specific period of time (availability period) and can perform Initial Attack (IA) duties. They come fully self-sufficient with gear, management, personal protective equipment (PPE), and transportation.

Mobile Food Services – Better known as caterers, these contracts provide mobile catering operations to provide meals at the incident. A caterer is called anytime an incident is expected to feed 150+ people for 3 or more days. The contractor is self-contained but the Government assists with gray water removal.

Mobile Shower Facilities – A trailer converted into a unit with multiple shower stalls used by personnel assigned to the incident. The contractor is self-contained but the Government assists with gray water removal.

IBPAs

The Incident Blanket Purchase Agreement (IBPA) is a tailored version of the Blanket Purchase Agreement (BPA) found in Subpart 13.303 of the FAR. The IBPA is unique to the Forest Service but is honored by the DOI in most geographic areas as well as the states on a case-by-case basis. The IBPA is similar to a contract, with specifications, personnel requirements, and payment terms; however, as an agreement there are no guarantees the resource will be ordered, does not stipulate an availability period, and is not binding until an order is placed by the Government and accepted by the Contractor.

The IBPA is awarded on a preseason competitive basis and, depending on the resource, considers factors other than price to determine the order in which the resources are called, which is referred to as Dispatch Priority. Awarded vendors are assigned to a Dispatch Priority List which is administered by Host Dispatch Center. The IBPA can only be used for fire and all-hazard incidents; therefore the use of these resources for project work is prohibited.

National IBPAs

Several resources have been solicited and awarded on a national level. The most current list of national agreements can be found at:

<http://www.fs.fed.us/business/incident/static/National%20Solicitation%20Plan%20for%20I-BPAs,%20revised%20November%204,%202015.pdf>

Geographic Area IBPAs

Geographic areas determine which resources to establish IBPAs based on need. All VIPR issued IBPAs can be found at: <http://www.fs.fed.us/business/incident/vipragreements.php>.

BPA

The Blanket Purchase Agreement (BPA) is utilized for various resources/services/supplies that are not otherwise represented by a national contract or IBPA template. They are nearly identical to the IBPA but are awarded outside of the VIPR program, e.g., agency specific procurement program and may be used for non-incident related work. Since these do not usually follow a template, **it is important to be familiar with the ordering procedures, order limits, payment provisions, etc. before placing a call/order against a BPA.**

EERA

The Emergency Equipment Rental Agreement form is used by federal and state agencies. When issued by a federally warranted person, it is intended as an “incident-only” agreement. State agencies may issue EERAs for annual pre-season awards.

Commercial Invoice

Items that are routinely available on the open market may be procured using a commercial invoice process. These are normally ordered and paid for by a Buying Team or local unit, but tracked by incident management teams. Commercial invoice resources include UTVs, port-a-potties, forklifts, generators, etc.

Section 3 - Establishing an EERA

Considerations when establishing an EERA

The process for establishing an EERA is considerably different than a non-emergency acquisition. The EERA is designed to be completed expeditiously so typical requirements like posting a synopsis, issuing a solicitation, or including evaluation factors are not required to make an award.

Even though the process for establishing an EERA is less formal than a project contract there are factors to consider when contemplating an award, including:

Procurement Authority –The person establishing the EERA must have delegated authority from their agency to sign the EERA.

- 1) **Resource Order** – Ensure a Resource Order (RO) has been issued for the requested resource. The RO is considered the requisition within Incident Procurement and authorizes the procurement official to enter into an EERA and make payments against the incident. Refer to Chapter 20 of the IIBMH for requisitioning procedures.
- 2) **Existing IBPA** – An EERA is not needed if the resource is already awarded on an IBPA; however consider:
 - a. *Fire Chasing* – Fire chasing refers to a resource that arrives at the incident without following the dispatch ordering procedures. IBPA resources follow formal dispatching protocol. The government may negotiate with the contractor to disallow travel payment, utilize local rates, and

establish the point of hire at the incident. Coordinate with the incident dispatch center if there are questions on the validity of it being at the incident.

- b. *Date and Time Needed* – Ordering procedures require the resource to meet the date & time of the request. If an IBPA resource is unable to meet the date and time needed by the incident, it is acceptable to hire a non-IBPA resource on an EERA that is able to meet the incident needs. Document the justification for not ordering the IBPA resource.
- 3) **Government Employees** – Contracting with Government employees, including casual hires, is prohibited by federal agencies, (Chapter 20 of the IIBMH and FAR 3.6.) For example, hiring a driver as a casual and issuing an EERA for their vehicle is not authorized.
- 4) **IIBMH, Chapter 20** – Information regarding equipment rental procedures and the *General Guidelines for Equipment Hire*. This addresses the general clauses to the EERA, applicable labor laws, incident policies, and contractor expectations. Chapter 20 provides examples of applicable forms.

Geographic areas may have specific supplements to Chapter 20 related to hiring equipment and establishing EERAs.
- 5) **EERA Term** – The EERA is hired for the incident-only the ending effective date, in block 3 of the OF-294 form should state “end of incident”. States and other local jurisdictions may have fixed terms if applicable.
- 6) **PPE** – Ensure the contractor’s employees have adequate Personal Protective Equipment (PPE) when required, such as a fire shelter, flame resistant clothing, gloves, hard hat, etc. The Government is authorized to loan fire shelters and PPE to contractors when they are hired on an EERA (*note*: this is different than IBPA resources – who are required to provide their own PPE & shelters). Coordinate with the local fire cache or incident supply unit for loaning PPE.
- 7) **Training & Qualifications** – The Contractor is expected to provide trained, qualified employees to operate their equipment. As a general rule any operator that is expected to be on the fireline is required to have completed, at a minimum, RT-130 Annual Fireline Refresher.
- 8) **Vendor Code Information** – Federal incident agencies require the vendor to have a DUNS number and be registered in sam.gov (<https://www.sam.gov>) or have a tax identification number to make an electronic payment.

Equipment Pricing

The following are recommended resources for guidance on establishing EERA Rates:

- 1) **IIBMH, Chapter 20** –The Hiring Methods section of Chapter 20 highlights items to consider when determining pricing, including: commercial equipment rental rates, Service Contract Wage rates, & method of hire (daily/hourly).
- 2) **90% Reports** – All resources awarded an IBPA through VIPR (see 4.2.1 above for a summary) have a “90% Report” which establishes a rate that is 90% of the lowest awarded price for each resource category and type within the geographic area. This should be used as a starting point for negotiating an EERA if the IBPA resources are exhausted or otherwise unavailable to meet date and time. The 90% reports are published on the following site: <http://www.fs.fed.us/business/incident/viprreports.php>.
- 3) **Source Lists/Service & Supply Plans** – Some geographic areas maintain electronic source lists on non-VIPR resources.
- 4) **State Rate Guides** –Many states issue equipment rate guides respective to their agencies that provide detailed pricing estimates based on equipment categories and types. Some equipment may have both an

equipment rental rate and operator rate. State Rate guides may be posted to individual geographic area incident business websites.

EERA Preparation

EERA Form

The EERA should be established on the OF-294 form. There is no mandatory program or software for generating the EERA and it can be handwritten. The standard finance kit that is sent to the incident from the cache should include carbon copy versions for writing by hand; otherwise, any computer version of the form is acceptable. An editable version of the form can be found at <https://www.nwcg.gov/committees/incident-business-committee/resources>.

Clauses & Attachments

A full set of the clauses & attachments can be found at: <https://www.nwcg.gov/committees/incident-business-committee/resources>. Include a current copy of the Service Contract Act wage determination, which for incident activities Wage Determination # 1995-0221. The determination can be found at: <https://www.nwcg.gov/committees/incident-business-committee/resources>.

Section 4 -Incident Procurement Administration

Incident Timekeeping

Incident procurement employs a unique set of timekeeping concepts for administrating contracts and agreements. Even though most resources are tracked and paid on a daily basis there are several key concepts to consider with respect to timekeeping.

Time Under Hire

Time under hire is defined in the IBPA at D.21.8 as “The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released.” The resource is under hire from the time wheels start moving and it leaves for the incident until the time it arrives back home as identified on the agreement. Time under hire is based on the calendar day, so a resource is under hire 24 hours a day, or 0001-2400, during the incident. For example, if a resource was hired on Day 1 and started travel at 0800, released and returned home at 1000 on Day 3, it would be under hire as follows:

| Day | Time Under Hire | Hours Under Hire |
|------------|------------------------|-------------------------|
| 1 | 0800-2400 | 16 |
| 2 | 0001-2400 | 24 |
| 3 | 0001-1000 | 10 |

Note – Time under hire is different than “shift”, which is explained below.

On-Shift

Per D.21.8.1 in the IBPA, “on-shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.” The time a resource is under hire will almost always be different than the time it was on-shift. Shifts are

recorded for the actual hours the resource worked/traveled/etc. and has a specific start and start time. However, time under hire runs continuous until the resource returns home, regardless of the shift it worked.

Using the scenario above, the following table adds the shifts the resource worked each day to illustrate the difference between on-shift and time under hire.

| Day | Time Under Hire | Hours Under Hire | Shift Length | Hours On-Shift |
|-----|-----------------|------------------|--------------|----------------|
| 1 | 0800-2400 | 16 | 0800-2000 | 12 |
| 2 | 0001-2400 | 24 | 0600-2000 | 14 |
| 3 | 0001-1000 | 10 | 0600-1000 | 4 |

Daily Rate

Per D.21.8 in the IBPA, payment for resources hired on a daily rate is made on a calendar day basis (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. This means for any calendar day the resource is under hire for at least 8 hours it will be paid the full daily rate. Fractional day refers to the first and last day of the incident, on these days if the resource is under hire for less than 8 hours it is paid half the daily rate.

Important - Time under hire is different than being on-shift and the daily rate is paid as long the resource is under hire 8 or more hours.

Half Day Rates

Half day rates are only paid on two occasions, either the first or the last day of the incident. On the first day, if the resource started its travel to the incident after 1600 it would be under hire less than 8 hours and therefore entitled to a half day. On the last day, if a resource returns to its point of hire before 0800 it would be under hire for less than 8 hours and entitled to a half day. Time under hire is based on the calendar day, the resource is under hire from 0001 to the estimated time it returns to its point of hire.

Guarantees

Some resources are paid on a work rate other than daily, such as hourly or mileage, and include a guarantee. Payment is made for the greater of the actual work or guarantee, not both. The guarantee is paid when the resource is under hire for 8 or more hours and half the guarantee is paid for the first/last day when under hire for less than 8 hours.

Note – An individual resource cannot be paid both a guarantee and a daily rate.

Payment Examples

Even though the majority of resources are paid a daily rate there are scenarios that result in alternative payment calculations and considerations.

Double Shifts

A resource may be requested to work a double shift and make their resource available for 24 hours, during the incident. The double shift clause is found in the IBPA at D.21.8.1 (a) and in the EERA at 6(a)(4)(a). There are

two criteria that authorize payment of a double shift and both must be met in order to pay a resource a double shift (DS) rate. First, the resource order must state the resource was ordered for a DS and second, the resource/equipment must provide 2 operators/crews, or one for each 12 hour shift. The equipment shall be operating a full 24 hour time period with two different operators/crews, one per shift. The DS rate is paid for any calendar day the DS was under hire, including travel if the previously stated criteria are met.

A DS rate is not automatically paid once a resource exceeds an arbitrary shift length such as the designated shift in the Incident Action Plan (IAP) or the work/rest ratio of 16 hours. Without a DS resource order and two sets of operators, these circumstances are still considered a single shift (SS) and should be mitigated accordingly to comply with the 2:1 work/rest ratio. For example, if an engine worked an 18 hour shift the crew needs be off for at least 9 hours before starting the next shift. The resource would then work a shorter shift the following day but still be paid its full SS daily rate.

Paying a resource a DS does not typically require additional supporting documentation as long as the resource order is documented that it was ordered as DS. For resources not originally ordered as double shifted, but determined to be operationally necessary, appropriate documentation must be obtained (e.g. General Message, resource order, shift ticket)

Double Shift Payment Calculation

The DS rate is automatically calculated in VIPR for IBPA resources and is fixed at 165% of the SS rate. The DS rate should appear on the schedule of items. In most cases a separate calculation is not needed to determine the applicable DS rate. Some IBPAs may not have a DS rate listed on the schedule of items. If a resource is requested/ordered DS but lacks the applicable rate on the IBPA, refer to Clause D.21.8.1 and calculate the DS rate accordingly at 165% of the SS rate.

Double Shift Payment Examples

Double shift payments can be challenging to track when the shift(s) cross multiple calendar days. The DS rate is paid for any calendar day the resource was under hire. As long as the resource is ordered double shifted and provides 2 operators/crews it is entitled to the DS rate, regardless of the actual hours worked.

Shifts may cross two calendar days and/or exceed the 2:1 work/rest ratio of 16 hours; however, without a second set of operators or being ordered double shifted, these should be mitigated by providing additional time off the following day.

Double shift language is not applicable to all resources. For those resources without double shift language, an additional operator may be paid \$400/operator/shift. The \$400/operator/shift is a standard price and included in the awarded contract. This rate shall not be negotiated or changed. The need for an additional operator must be documented. This could apply to potable water tenders and gray water trucks.

When it is determined double shift is no longer necessary, ensure documentation is received and vendor notified of change. Payment of the resource would then be at the single shift rate.

Double Shift Alternatives

A double shift may *appear* necessary but oftentimes alternative solutions are available to meet incident needs. It's not uncommon for a resource to operate irregular hours or is needed for services outside of the shift designated in the Incident Action Plan (IAP). Examples include, but are not limited to:

- Vehicle operators who require a Commercial Driver's License (CDL) may have drive time and/or duty day limitations where relief drivers are needed after a certain number of hours during the day.
- The Potable Water Truck and Gray Water Truck are oftentimes filling/pumping early in the morning and late at night or require extensive commutes between the filling/dumping station and ICP.
- The Fuel Tender may start its shift early (or end late) to provide fuel to resources before (or after) going to (or coming from) the line.
- The Clerical Support Unit (CSU) may be asked to generate IAPs for a night shift in addition to the day shift requirements.

While the easy solution would be to order double shifts for the above scenarios, other options might include:

1. Adjusted Rates. Negotiating an adjustment or revised rate for the excess time and issuing an incident-only EERA per Section 3 above. This is appropriate when a resource is needed for additional hours, but not an entire second shift. It would require a warranted procurement official to negotiate an additional payment for the additional time or operator instead of paying the full DS rate.
2. Staggered Shift. The resource's shift could be staggered to adapt to incident needs while maintaining an adequate work/rest ratio. For example, the CSU could be closed during the middle of the day allowing the operators time to rest but still making it available for producing IAPs.
3. Additional Resource. Order an additional resource if the operational needs warrant. This might be considered if a resource is running long days and does not have a relief operator.
4. Extra Operator. As stated above, resources without double shift language have the option to order an additional operator. Refer to applicable agreement for compensation rates for additional operators.

Transport Payments

The transport is considered incidental to the piece of heavy equipment it is hauling and is ordered/invoiced under a single E# for both pieces. Transports are paid a mileage rate with a minimum daily guarantee (MDG) for each day they are under hire and retained by the incident. (Refer to Section 4 for guidance on guarantees). The payment clause can be found at clause 21.8.1 in the Heavy Equipment, Heavy Equipment with Water, and Misc. Heavy Equipment agreements and includes three options described below.

Transport for Heavy Equipment – single operator for both.

When a transport and piece of heavy equipment are operated by a single person the transport payment is reduced to 65% of the guarantee or the actual mileage, whichever is greater. This reduction is done to remove the cost of the transport operator from the guarantee amount. Note the 65% reduction applies to the guarantee only and not the mileage rate. The transport is paid either the guarantee or actual mileage, not both.

The following is an example of the rates on the schedule of items and how the payment should be made for a shift with a single operator for both the transport and heavy equipment:

| Schedule of Items | Rates | Shift | Payment Due |
|-------------------|-------------|-----------|-------------|
| Daily Rate | \$2,000/day | 0600-1800 | \$2,000 |

| Schedule of Items | Rates | Shift | Payment Due |
|--------------------------|-------------|-----------|-------------|
| Mileage Rate | \$2.00/mile | 10 miles | \$0 |
| Transport - MinDailyGuar | \$1,000/day | 0600-1800 | \$650 |
| | | Total | \$2,650 |

Under the single operator scenario, when the transport is entitled to a half-day payment (see Section 4), the guarantee is reduced in half to 32.5% (1/2 of 65%) or the actual mileage, whichever is greater.

Transport for Heavy Equipment – separate operators.

When both the transport and piece of heavy equipment have separate operators the standard rules apply. The transport is entitled to the guarantee or actual mileage, whichever is greater.

Stand-Alone Transports

The Stand-Alone transport is a line item on the VIPR Heavy Equipment solicitation. These are intended to haul an independent piece of equipment. Not all GACCs award stand-alone transports on preseason agreements.

Transport Double Shift

On occasion, transports will be ordered double shifted. In this case the double shift rate will be 165% of the minimum daily guarantee.

Retaining Transports

There are several clauses in the VIPR agreements that address the requirements for retaining a transport after it arrives at the incident. D.2.2 states the decision to retain the transport *must be documented on the shift ticket*. It is recommended that 1) both the transport and heavy equipment be listed on a single shift ticket since they share an E# and 2) both operators are listed by name.

The payment clauses at 21.8.1 further state *Once the heavy equipment is delivered to the incident the transport is considered released and no further payment will be made for the transport under this agreement; until the transport is needed for demobilization of the heavy equipment*. The incident has the option to retain the transport but must follow the requirements listed in D.2.2 to retain it.

Transport Time under Hire & Mileage Calculation

There are scenarios where a transport will deliver the heavy equipment to the incident, be released, and return to the point of hire with an empty trailer. The transport is still considered under hire and entitled to the minimum daily guarantee or actual mileage, whichever is greater, until it returns home.

Calculating Breakdowns and Resource Unavailability

A resource is not paid when it is determined to not be in a safe or operable condition or is otherwise not available for its assigned shift. Found under the payment clauses at D.21.8.3(a) in the IBPA and Clause 7(a) on the EERA, it is commonly referred to as the “breakdown clause” and is considered an exception to time under hire. The Government is authorized to adjust the Contractor’s payment to reflect the time it was actually available for the

assigned shift. This adjustment is for equipment breakdowns when an operator fails to show up for a shift, or a resource becomes noncompliant, etc.

The clause states: *No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.*

The adjustment calculation can be done one of two ways:

- the daily rate can be converted into an hourly rate, then multiply the hourly rate by the hours it was available, on shift and operable;
- the hourly rate can be deducted from the daily rate for the hours the resource was inoperable.

Three items are required to calculate the payment adjustment for an inoperable resource: 1) the shift ticket showing the time the resource was unavailable, 2) the IBPA/EERA, 3) and the IAP. The shift ticket must document the time the resource was unavailable, the IBPA/EERA will provide the work rate, and the IAP should identify the designated shift time.

The following scenario will be used to demonstrate the calculation:

A dozer is hired under its IBPA at a daily rate of \$1,200. The shift on the IAP for the day is 0600-1800 (12 hour shift). The shift ticket indicates the dozer started its shift at 0600 but was inoperable from 1000-1200 then finished its shift at 1800.

The following steps are taken to calculate the adjustment:

1. Determine the hourly rate for the dozer by dividing the daily rate of \$1,200 by 12 hours (the length of the designated shift in IAP). The hourly rate is therefore $\$1,200/12 \text{ hours} = \$100/\text{hour}$.
2. Calculate the amount of the deduction by multiplying the 2 hours the dozer was inoperable (from the shift ticket) multiplied by the hourly rate of \$100. The deduction for this shift is $2 \text{ hours} \times \$100/\text{hour} = \200 .
3. Subtract the deduction of \$200 from the daily rate of \$1,200. The payment for this shift would be $\$1,200 \text{ daily rate} - \$200 \text{ deduction} = \$1,000$.

Breakdown Considerations

- The actual shift lengths may vary on any given day. For calculation purposes utilize the shift length specified in the IAP.
- Break downs or periods of unavailability may not always be reflected on the shift ticket by the operator. Consider additional sources of information, such as:
 - Reviewing work orders from the mechanic. The mechanic should have documentation of the equipment repaired. The shift ticket should be revised by the operator to reflect inoperable hours.
 - If you are aware of possible equipment down time, you may need to verify with the equipment supervisor.

Travel Computation for Inoperable equipment

If equipment is inoperable and unable to return to work IBPA clause D.21.8.3(c) is applicable and states: *After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.*

The Contractor is entitled to return travel time to point of hire. The Government does not bear any cost for removing the equipment or travel costs of the Contractor's employees. Travel calculations are addressed below.

Payment for Travel

Contractors are under hire while traveling to and from the incident and are entitled to the daily rate or guarantee while in travel status.

Travel Time Formula

Various contracts and agreements include a variation of the following clause.

The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

This clause is used to determine travel to and from the incident. It is referenced when resources are demobilized and the Finance Section is calculating the time of hire on the first day and return travel to point of hire.

Point of hire is specified in the applicable agreement and may not be the same as the contractor's home address.

As an example, if a map service like Google Maps indicates a resource will travel 450 miles to its point of hire, the travel time is calculated by dividing 450 miles / 45 mph = 10 hours of travel time.

Driver Hour Limitations

All incident personnel are required to follow incident driving guidelines covered in the Interagency Incident Management Handbook. These guidelines stipulate, the length of time an individual can drive and the amount of rest required before driving. The VIPR agreements address this in two locations:

- ***D.6.6 EMERGENCY INCIDENT DRIVING***

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link:

<https://www.nwcg.gov/sites/default/files/publications/pms902.pdf>. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations.

- *The guidelines are also found under the payment clauses of the applicable agreement.*

Travel Time Calculation

Calculating travel time for payment purposes occurs when a resource is demobilized and returning to point of hire. The travel time formula and driver-hour limitations should be used to calculate the return travel time.

For example, if a resource travels 585 miles at 45 miles per hour, the contractor would be entitled to 13 hours of travel time ($585/45 = 13$ hours). With a single driver, the resource would be entitled to two travel days under the 10 hour driver limitation.

Using the same scenario, two drivers could drive up to 16 hours and would be entitled to one travel day.

Nighttime Driving

Agreements and contracts do not prohibit the time of day resources are allowed to travel. It is at the discretion of the incident agency or incident management team to manage resource fatigue and travel time.

Remain Overnight Allowance (RON)

When the Government is unable to provide a camp and/or meals the contractor is generally entitled to a RON allowance for lodging and per-diem payment for meals. This is most common on smaller incidents (Type 3 or Type 4) where a camp and caterer may not be available.

When a contractor is entitled to RON or per-diem, refer to the GSA rates for the appropriate locality rates.

Double occupancy is required for each room.

The RON clauses vary slightly between the VIPR agreements and Crew Contracts. The differences involve RON allowance while traveling to and from the incident and state:

- VIPR, Clause D.21.5. *Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.*
- ODF Crews, Clause C 5.7.3. *Subsistence is compensable when authorized by sending dispatcher and notated on the Resource Order for the specifically identified Crew. Subsistence consideration will include agreed upon date and time of arrival at Incident, travel time, and estimated time of departure.*
- National Crew, G.2.(h)(1). *When the Government cannot provide a campsite, and if authorized by the user unit and properly receipted and invoiced, actual lodging expenses (double occupancy) incurred by the NCC are reimbursable. While in travel status to or from incidents actual lodging expenses are reimbursable.*

Daily/Weekly/Monthly Calculations

Agreements may contain rates based on daily, weekly, and monthly pricing. The payment clause states “Payment will be made at the rate (daily, weekly, monthly) that is most advantageous to the government regardless of the number of days worked. For payment purposes, the payment computation will be calculated using any combination of rates (daily, weekly, monthly) that is most advantageous to the government.”

For example, if the agreement has a daily rate of \$1200, a weekly rate of \$7000, and a monthly rate of \$17,000 and the time under hire is 17 days, the government will pay the vendor \$17,000 as the monthly rate is the most advantageous rate.

A month is defined as 30 days.

Contract Crew Timekeeping

Contract crews are paid as a single resource on an OF-286. Do not enter individual crew members in e-ISuite and create individual OF-288s.

- The contract crew hourly rate should be entered in e-ISuite as the primary rate of EACH (\$40 per hour x 1 unit). CTR information will be entered by multiplying the number of crew members by the number of hours worked.
 - 20 crew members x 15 hours each = 300 total hours for the shift
- Document the math on the CTR
- Enter the total number of hours for the crew on each shift under the primary rate (i.e. 300)
- The invoice will show:
 - \$40 hourly rate x 300 hours = \$12,000.

Fuel and Oil Deductions

When the fuel tender is unable to accept credit cards, fuel and oil issues must be tracked using OF-304, Emergency Equipment Fuel & Oil Issue tickets and deductions made from contractor invoices.

Fuel dispensed by the tender will be reimbursed to the vendor as an addition to the contractor's invoice.

Other items such as prescriptions, vehicle repairs, and parts may be purchased by the incident and be deducted from the contractor's invoice.

Holiday/Weekend Travel

It is the vendor's responsibility to transport equipment to and from the incident in compliance with all applicable state and federal Department of Transportation (DOT) rules and regulations and obtain the proper permits (if required). When releasing heavy equipment, incidents shall pay the return travel based on the following clause:

D.6.5.2 -- The Government will estimate the travel time to and from the incident. Travel time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time.

Regardless of the actual date of departure or the actual amount of time required for a vendor to return to the point of hire, the incident is not obligated to pay any additional amount other than the estimated return travel time in D.6.5.2. Ideally, incidents should plan ahead, communicate with vendors on potential demob dates and be mindful of releasing heavy equipment (and transports) on holiday's and weekends when travel may be restricted.

Interim Payments

While there is no requirement for submitting interim payments on long duration incidents, it is recommended that payments be submitted every two weeks to the applicable payment center. This allows for more accurate accounting of suppression expenditures and allows vendors to maintain a cash flow for the services they have provided during the incident or allows vendors to be paid in a timely manner for services they have provided during long duration incidents. Interim payments should only be processed for those resources that will be kept on the incident beyond the normal length of assignment. For those resources with a daily/weekly/monthly pricing structure, it may require recalculation of payments for each interim payment.

CONTRACT/AGREEMENT CROSSWALK

| | National Contract | IBPA | EERA |
|--------------------------------------|---|-------------------------------------|---------------|
| Form | SF-33 | SF-1449 | OF-294 |
| Agreement/Contract # | <ul style="list-style-type: none"> • Block 2 on SF-33 • May be on Unit Summaries* | Block 2 | Block 2 |
| Effective Date of Agreement/Contract | <ul style="list-style-type: none"> • Clause F.2 establishes Period of Performance • Most Option Years run Jan 1 – Dec 31. • See Unit Summaries for Availability Period | Block 3 | Block 3 |
| Contractor Name/Info | Block 15 or Unit Summaries | Block 17a | Block 4 |
| Equipment/Resource Information | Unit Summaries | Schedule of Items, starts on Page 2 | Block 9 |
| Payment Office | Block 25 | Exhibit B | Not specified |
| Rates | Unit Summaries | Schedule of Items | Blocks 11-13 |
| | | | |