

OBJECTIVE

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

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.

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. Warranted 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.

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.

RESPONSIBILITIESIncident agency responsibilities:

- Establish and annually update a Service and Supply Plan.
- Provide incident agency specific acquisition guidelines to the incident management team (IMT) and incident support units.
- Determine the need for additional acquisition personnel with applicable procurement authority (e.g., buying team, contracting officer, purchasing agent).

Procurement Unit Leader responsibilities:

- Administer all financial matters pertaining to vendor agreements.
- Implement incident agency policy and ensure compliance with policy and procedures found in this handbook.
- Supervise the equipment time recorders and other procurement unit staff.
- Coordinate with the incident support units to ensure the needs of the incident agency and incident management team (IMT) are met.

Buying team responsibilities:

- Support incident procurement through coordination with the incident agency administrative staff. (Reference Chapter 40 on Buying Team Coordination)
- Coordinate 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.
- Provide the incident agency with acquisition documentation established during the incident assignment.

- Coordinate with the incident agency and IMT to ensure incident agency procurement regulations and property accountability requirements are met.

DEFINITIONS

Definitions used throughout this handbook are located in Appendix C - Glossary.

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.

Dry – The government furnishes all operating supplies after the equipment arrives at the incident.

Emergency Equipment Rental Agreement (EERA) – An agreement written at an incident using an OF-294. The duration is for the length of the incident only.

Incident Blanket Purchase Agreement (I-BPA) – A preseason agreement for equipment, supplies, or services to be used on fire and all-hazards incidents, issued on an SF-1449 form. I-BPAs are awarded on a competitive basis using commercial item procedures.

Incident Contract Project Inspector (ICPI) – An individual responsible for inspecting contracted resources to ensure compliance with the contract/agreement requirements.

Wet – The contractor furnishes all equipment operating supplies.

Work Rate – A daily, hourly, or mileage rate 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).
- Single Shift - equipment is staffed with 1 operator or crew. A normal shift could be up to 16 hours long and may cross calendar days.

- 1 • Double Shift - equipment is staffed with 2 operators or crews (1 per
2 shift) and must be ordered and documented on a resource order.
3 (Reference OF-294 general clauses for payment information.)
4 Regardless of hiring method, on-shift time for operated equipment will
5 be recorded with clock hours on the appropriate document, e.g.,
6 equipment hired under a daily rate will be posted with start and stop
7 time for daily work.
8

9 **REQUISITIONING PROCEDURES**

10 **Incident Requisitioning Procedures**

11 Request for goods and services must be supported by a resource order or
12 requisition in accordance with incident agency policy. Incident personnel
13 requisition supplies, equipment, and services on a Resource Order form (Exhibit
14 24). The Resource Order form is used in lieu of agency requisition forms.
15
16

17 **INCIDENT AGENCY SERVICE AND SUPPLY PLAN**

18 Incident agencies shall maintain a Service and Supply Plan that identifies local
19 resources. These plans should be established preseason. When appropriate,
20 agencies located in the same geographic area should coordinate and develop
21 interagency service and supply plans. Incident agencies provide this plan to
22 incident management teams and incident support units, e.g., buying team,
23 administrative payment team and expanded dispatch.
24
25

26 Include the following in the Incident Agency Service and Supply Plan:
27

- 28
- 29 • Incident Blanket Purchase Agreements, SF-1449, including Service
30 Contract Act wage rates for the area.
 - 31
 - 32 • Land Use and Facility Rental Agreements.
 - 33
 - 34 • Blanket Purchase Agreements.
 - 35
 - 36 • Other agency contracts.
 - 37
 - 38 • Available local open-market sources. List sources for heavy-demand
39 items, such as bottled water, food items and food service (including
40 menus), hand tools, fuel, and vehicle and equipment rentals and repairs.

- 1 • Local interagency agreements and operating plans.
- 2
- 3 • Geographic area supplement for standard emergency equipment rental
- 4 rates covering different types of equipment and vehicles.
- 5
- 6 • Geographic area supplemental food policy, which may restrict the
- 7 national policy.
- 8
- 9 • Geographic area Administratively Determined (AD) Exception Position
- 10 rates.
- 11
- 12 • Local warehouse inventory of non-cache items, e.g., chairs, fax
- 13 machines, phones, coolers.
- 14
- 15 • Contact names and telephone numbers for incident agency acquisition
- 16 staff, geographic area cache and local warehouse/cache, etc.
- 17

18 **SOURCES OF SUPPLY**

19
20 The procurement officer shall evaluate the availability of goods and services,
21 price, and delivery costs, and select the source that best meets incident needs,
22 including but not limited to the following:
23

24 **National Cache System**

25
26 Common and special purpose incident items are stocked as part of the National
27 Cache System at Category I and Category II caches. Orders for items needed
28 for the incident and for immediate stock replenishment should be directed to the
29 appropriate cache using the dispatch coordination system.
30

31 **General Service Administration (GSA)**

32
33 GSA publishes a Wildland Fire Suppression catalog geared to the needs of
34 agencies involved in fire suppression. Where required delivery can be met,
35 GSA is the mandatory source of supply for federal agencies. Local procurement
36 of items stocked by GSA may be made only to satisfy immediate incident needs.
37

38 GSA Federal Travel Regulations (FTR) preclude federal agencies from
39 procuring contract fare tickets, rentals, lodging, or travel advances for
40 contractors and their employees. Government travel authorizations shall not be
41 issued to contractors and their employees. Federal agencies may reimburse

1 contractors for travel costs per contract provisions. The federal government may
2 charter aircraft to provide transportation and may provide subsistence to the
3 contractor/contractor employees while at the incident, e.g., meals, lodging, as
4 long as these acquisitions are processed through “normal” procurement methods,
5 e.g., purchase order, contract, BPA, and not through established GSA or
6 Department of Defense contracts for passenger transportation, car rentals, and
7 lodging facilities.

8 9 **National Contracts**

10
11 The following national contracts are established for interagency use. These
12 sources are mandatory for federal wildland firefighting agencies and are
13 available for use by states and other federal agencies. Reference the National
14 Interagency Mobilization Guide for ordering procedures. Contracts are
15 available electronically at www.fs.fed.us/fire/contracting.

- 16
17 • Airtanker services.
- 18
19 • Type I and Type II helicopter services.
- 20
21 • Aircraft services for transport and smokejumper transport.
- 22
23 • Portable retardant base equipment rental.
- 24
25 • Bulk retardant.
- 26
27 • Type 2-IA National Crews
- 28
29 • Mobile Food and Shower Services. The administration of the National
30 Mobile Food and National Mobile Shower Facilities contracts is the
31 joint responsibility of the USDA-FS-NIFC Contracting Unit and the
32 using agency. A list of designated COTRs and Project Inspectors for
33 these 2 National Contracts is available electronically at
34 www.fs.fed.us/fire/contracting. The incident agency or IMT should
35 order a designated Contracting Officer’s Technical Representative
36 when additional contract administration assistance is needed beyond
37 the IMT’s capabilities.
 - 38
39 ○ The National Mobile Food Services Contract is used any time
40 mobile food services are needed for federal wildland fire
41 incidents in the western United States. The Federal Wildland

1 Fire Agencies are obligated to order services from the
2 National Mobile Food Service Units (MFSU) Contractors any
3 time (1) the number of people to be fed is at or above 150
4 persons per meal and (2) the headcount is estimated to remain
5 at those numbers, or greater, for at least 72 hours from when
6 the headcount first reaches 150 per meal, provided the
7 contractors can reasonably meet the incident's time frames.
8

9 MFSU may also be ordered for other types of incidents at the
10 government's option. State and other federal cooperators may
11 also utilize this contract at their option.
12

- 13 ○ The National Mobile Shower Facilities Contract is the
14 mandatory source for federal wildland firefighting incidents
15 whenever there is a need to order mobile shower facilities.
16 These are requirement contracts with no minimum order
17 thresholds.
18

19 Reference www.fs.fed.us/fire/contracting for additional national
20 contracts that may be available for use.
21

22 ACQUISITION METHODS

23
24 Purchases shall be made by the most efficient method and in accordance with
25 incident agency procedures. On long duration incidents, procurement officials
26 should consider negotiating a new agreement for non-solicited equipment to
27 obtain reasonable rates. The incident/project order and request numbers must be
28 included on all acquisition documents (including convenience checks and
29 government charge card receipts). Emergency incident acquisition methods,
30 which are different from standard acquisition procedures, are described below.
31

32 Government Charge Cards and Convenience Checks

33
34 Government charge card holders and convenience check writers are responsible
35 for maintaining proper records of purchases and adhering to incident agency
36 policy. Micro-purchase thresholds still apply on emergency incidents. If a
37 purchase exceeds this threshold a government procurement instrument must be
38 used, e.g., purchase order, BPA. A warranted contracting officer may make
39 payment with a government charge card. Personnel not assigned to a buying
40 team or other purchasing support position must obtain authorization from the
41 Finance/Administration Section Chief or Procurement Unit Leader to use the

1 government charge card and convenience checks on the incident. Personnel
2 assigned to an incident away from their official duty station retain the original
3 purchase documentation and provide a copy of the documentation to the incident
4 agency. Personnel supporting an incident at their official duty station, but not
5 officially assigned, provide copies of purchase transactions for the official
6 incident record per agency requirements.
7

8 **Land-Use and Facility Rental Agreements**

9

10 Simplified acquisition procedures should be used to acquire the use of property
11 or facilities for emergency incidents. Emergency incident agreements do not
12 require special leasing authority. Procurement officials with warrant authority
13 may enter into these agreements. Agreements must be negotiated and signed.
14 No-cost land use agreements are not binding or valid. If an agreement is
15 established with consideration, e.g., grass seed, field use for incident base camp,
16 fence repair, the agreement is therefore binding.
17

18 The rental requirements are usually short term, for an undefined period, and
19 open only during the length of the incident. Land use agreements can be
20 negotiated pre-season. Negotiations should be made considering potential length
21 of the incident and provide for varying rates based on longer periods of time.
22 When drafting land use or facility rental agreements, include the following
23 information (Appendix B – Tool Kit).
24

- 25 • Complete description of facilities/land, including specific location and
26 boundaries.
- 27
- 28 • The intended use, including any owner restrictions.
- 29
- 30 • The agreed-to rate and the specific utilities included or not included in this
31 rate.
- 32
- 33 • Provisions for making alterations to facilities/land.
- 34
- 35 • Restoration requirements.
- 36
- 37 • Condition of facilities/land. The landowner/authorized individual and
38 government representative(s) jointly perform and document a pre- and post-
39 use physical inspection.
- 40
- 41 • Terms for loss, damage, or destruction of property.

- 1 • Applicable contracting terms and conditions as required by the incident
2 agency. Federal and state terms and conditions may vary.
3

4 **Equipment Rental**

5
6 Preseason competed agreements shall be used for extended attack as the first
7 source for equipment rentals. To avoid duplication and ensure coordination
8 among agencies, where agency procedures permit, only 1 preseason agreement
9 should be initiated with each contractor for the same piece of equipment.
10

11 If competed equipment is not available, it is appropriate to use an incident-only
12 EERA for the rental of equipment, property, and animals. Should the need arise
13 for incident-only agreements, the following process will apply.
14

15 **ORDERING EQUIPMENT**

16
17 Reference ordering under the EERA and I-BPA Administration Section and the
18 National Interagency Mobilization Guide Chapter 20.
19

- 20 • Existing agreements for equipment ordered through the resource
21 ordering system and arriving from outside of the local area should be
22 honored and should not be renegotiated. Generally, contractors' cost of
23 doing business is established at their home base and does not change
24 when they travel to incidents outside their geographic area.
25
- 26 • Fire chasing is equipment not ordered through the resource ordering
27 system. If it arrives at an incident it should only be used if there is a
28 bona fide need and time does not permit ordering through established
29 channels. In those circumstances, apply the following guidelines:
30
- 31 ○ Prior to use, establish a resource order to document the need.
32
 - 33 ○ Equipment with an existing agreement. Agencies are not obligated
34 to honor rental agreements for equipment not ordered through the
35 resource ordering system. If the terms, conditions, and rates are
36 considered to be reasonable, the existing agreement may be used.
37 If the rate is significantly higher than local agreements and/or
38 geographic area estimates, a new agreement shall be established
39 for the incident only.
40

- 1 ○ Equipment without an existing agreement. Refer the matter to a
2 warranted contracting officer, e.g., Procurement Unit Leader or
3 buying team contracting officer for establishment of an agreement
4 using local geographic area estimates.
5
- 6 ○ Any new agreement shall be valid for the duration of that specific
7 incident only. The contracting officer shall indicate the incident
8 name and number in the effective dates, e.g., “for the XXX
9 incident only”.
- 10
- 11 ○ Point of hire should be the incident. **Compensation for travel to**
12 **and from the incident will not be allowed.**
13
- 14 ● **Demobilization.** When demobilizing contract equipment, vendors
15 awarded an agreement as a result of competitive solicitations, shall be
16 given priority to remain on the incident over resources with incident
17 only agreements, unless the IC determines it is necessary to deviate
18 based on a specific incident need or objective. Reference the National
19 Interagency Mobilization Guide, Chapter 20.
20

General Guidelines for Equipment Hire

21
22
23 At the time of sign-up, the procurement officer is responsible to:

- 24
- 25 ● Discuss the terms and conditions of the agreement with the contractor.
26 Agreements should specify exactly what is included in the rental rate.
27
- 28 ● Discuss by signing the agreement, the contractor agrees to comply with
29 all the terms and conditions and failure to do so will result in release
30 from the incident and possible termination.
31
- 32 ● Emphasize federal, state, or local laws and regulations will apply
33 regardless of the nature of the emergency. These include but are not
34 limited to:
35
- 36 ○ State Workers’ Compensation Laws
37 ○ U.S. Department of Labor Service Contract Act
38 ○ Federal Motor Carrier Safety Regulations
39 ○ Fair Labor Standards Act (FLSA)
40 ○ Occupational Safety and Health Administration (OSHA)
41 Regulations

- 1 • Discuss current work/rest and length of assignment policies (Reference
2 Chapter 10).
3
- 4 • For equipment hired with operator, discuss the contractor's workers'
5 compensation obligations and liability coverage (validate coverage with
6 contractor documentation). If the contractor is other than
7 owner/operator, e.g., intends to hire operators as employees, and cannot
8 document worker's compensation coverage the resource shall be
9 declined and another supplier utilized.
10
- 11 • Discuss incident behavior responsibilities with the contractor. The
12 contractor and their employees shall comply with all established
13 incident behavior responsibilities. The Incident Behavior form (PMS
14 935, Exhibit 10) is located in the Exhibits. This includes, but is not
15 limited to, the following policy:
16

17 It is extremely important that inappropriate behavior be recognized and
18 dealt with promptly. All forms of harassment, including sexual and
19 racial harassment, are inappropriate behavior. **Harassment in any
20 form will not be tolerated.** Non-prescription unlawful drugs and
21 alcohol are not permitted at the incident. Possession or use of these
22 substances will result in the contractor being released from the incident.
23 During off-incident periods, personnel are responsible for proper
24 conduct and maintenance of fitness for duty. Drug or alcohol use
25 resulting in being unfit for duty will normally result in the contractor
26 being released from the incident.
27

28 Sexual harassment is defined as unwelcome sexual advances, requests
29 for sexual favors, and other verbal or physical conduct of a sexual
30 nature. These constitute sexual harassment when (1) submission to
31 such conduct is made either explicitly or implicitly a term or condition
32 of an individual's employment, (2) submission to or rejection of such
33 conduct by an individual is used as the basis for employment decisions
34 affecting such individual, or (3) such conduct has the purpose or effect
35 of unreasonably interfering with an individual's work performance or
36 creating an intimidating, hostile, or offensive working environment.
37 (29 CFR 14 1604.11)

- 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 these requirements.

HIRING METHODS

Most equipment should be obtained through a preseason 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. Reference Exhibit 23 for Equipment and Method of Hire National Standards.

Incident-Only EERAs

An agency warranted Contracting Officer may award EERAs at the incident depending on need. EERAs 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.

- Incident COs shall refer to geographic area estimates 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:

- It is recommended geographic areas utilize the standard 90% rate established to negotiate an incident only rate. The 90% reports can be found at <http://www.fs.fed.us/business/incident/viprreports.php>
- Call the geographic area contracting officer responsible for preseason equipment/services for assistance for incident only negotiated rates.
- 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

1 hours and working environment/conditions, especially if equipment
2 comes with operator, can be taken under consideration.

3
4 ○ Other factors to consider:

- 5
6 ■ Direction on the use of hourly/daily rates for each type of
7 equipment will be determined by IIBM, Chapter 20 and
8 supplements.
9
10 ■ Determine the labor cost (all-inclusive) when hiring with
11 operator(s). Use the current revision of Wage
12 Determination, Emergency Incident/Fire Safety Services,
13 as a guide for operator hourly rates.
14

15 **UNIQUE ITEMS**

16
17 Normal purchasing restrictions apply to emergency incident operations.
18 However, special circumstances exist which may necessitate the acquisition of
19 unique items, e.g., copy machines, facsimile machines, and computers, goods, or
20 services, e.g., medical providers. Incident agency procedures will be followed.
21

22 Printing and copying may be purchased commercially, without a waiver from
23 the Government Printing Office (GPO), if the materials are of an administrative
24 nature, for non-repetitive use, e.g., Incident Action Plan printing, and will only
25 be used internally within the incident. These services should be procured
26 through the most cost effective method and source. Colored copies and colored
27 paper are considered unnecessary expenses.
28

29 Purchase or rental of recreational/entertainment items are subject to agency
30 direction and appropriation authorities. Refer to incident agency appropriation
31 authorities/direction and incident agency operating guidelines for incident
32 business administration. (Reference United States Code, Title 16-Conservation,
33 Chapter 1, Subchapter I, National Park Service, Sec. 1a2, (b) Recreation; United
34 States Code, Title 16-Conservation, Chapter 3, Subchapter I, General
35 Provisions, Sec. 554d.)
36

37 **Agency Provided Commissary Requisitions**

38
39 Time Unit Leader may resource order commissary items through the Logistics
40 Section. Resource orders for commissary items shall clearly state the items are
41 for commissary. Resource orders for commissary items specifically ordered for

1 an individual shall contain individual's name, incident base, and home unit, or
2 crew name.

4 **Agency Provided Commissary Acquisition**

6 The procurement official shall:

- 8 • Purchase commissary items separately from other items.
- 10 • Arrange with vendors for return of unused items.
- 12 • Ensure the purchase document is marked in accordance with 16 U.S.C.
13 557, "Commissary purchase deductions have been (or will be) made
14 from salaries".
- 16 • Verify items received and complete Commissary Accountability
17 Record, OF-284, (Exhibit 13) or other appropriate documentation.
- 18 • Forward commissary items and the original and 1 copy of the OF-284
19 to the incident Time Unit.
- 21 • Maintain file of OF-284s that have been accepted and signed by the
22 Time Unit Leader.

25 **Commissary Returns**

26
27 Commissary returns should be documented by the vendor's issuance of a credit
28 memorandum and documented in the incident records.

30 **Government Telephone Systems**

31
32 Incident personnel may be provided access to a government telephone system.

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

38
39 The Incident Commander (IC) must assess the capability of telephone
40 facilities and determine if there is adequate capability to meet the
41 incident needs and provide service for regular government employee's

1 personal use. Routine, personal calls home may be authorized by
2 agency regulation but are considered a privilege, not a right, and are
3 subordinate to incident activities.
4

- 5 • Incident agency regulations govern installing additional telephones or
6 increasing levels of service on existing systems to accommodate
7 authorized personal calls. Federal Regulations regarding telephones are
8 set forth in Part 201-21.6 of the Federal Information Resources
9 Management Regulations, the Federal Travel Regulations, and specific
10 agency regulations. Normally, there are restrictions that prohibit
11 adding additional phones or increasing the existing system capabilities
12 to allow for calls of a personal nature. This does not prohibit the
13 installation of pay phones, provided there is no charge to the
14 government.
15
- 16 • Government telephones may be made available to contractors for
17 conducting emergency incident business. All calls by contractors shall
18 be at the contractors' expense, either by credit card or collect.
19
- 20 • Cell phones and satellite phones may be obtained on a no-cost basis
21 through special programs from cell phone providers.
22

23 **Agency Provided Medical Care (APMC)**

24
25 Contract personnel may not utilize APMC services.
26

27 **Subsistence and Lodging Provisions**

28
29 Subsistence and lodging are normally provided to incident personnel.
30

- 31 • Food at Official Duty Station. This is considered a personal expense,
32 and the regulation prohibits receiving compensation in addition to the
33 pay and allowances fixed by law. (5 U.S.C. 5536). Federal funds
34 cannot be used to pay subsistence or to provide food to regular
35 government employees at their official duty station or casuals working
36 at their point of hire, except as stated below. Similar state regulations
37 may apply to state personnel.
38
- 39 • Conditions to Provide Food at Official Duty Station. Agencies may
40 provide meals to personnel at their official duty station at government

1 expense during emergency operations which pose a threat to life and
2 property, if **both** of the following conditions are met:

- 3
- 4 ○ Emergency personnel are in the field engaged in
5 emergency operations (e.g., search and rescue,
6 firefighting activities – fireline personnel), **and**
7
- 8 ○ The operational period prevents personnel from taking
9 meals at home or in the normal office/work station
10 environment.

11
12 Agencies may provide meals to personnel engaged in
13 support of emergencies, if they are unable to sufficiently
14 provide their own subsistence, due to long shifts or lack
15 of preparation time. The cost of the meal(s) will be
16 deducted from their payroll through agency procedures.

- 17
- 18 • Supplemental Food and Drinks. Absent a more restrictive agency or
19 geographic area policy, the following supplemental foods may be
20 provided:

- 21
- 22 ○ Fruit OR dried fruit OR fruit juice and vegetables. Fruits
23 and vegetables should be in-season, available locally and
24 reasonably priced to avoid excessive costs and difficulty
25 in procurement.
- 26
- 27 ○ Liquid supplements in the form of sports drinks or mixes
28 that provide electrolytes and meet the carbohydrate
29 solution mixes recommended in *Feeding the Wildland*
30 *Firefighter*.*

31
32 In addition to the fruit and liquid supplements, candy bars
33 and energy bars may be provided to supplement those
34 included in sack lunches. The objective is to provide for
35 an average of 1000 kilocalories of solid supplements per
36 firefighter per day.

37
38 Any supplemental foods provided will require IC
39 justification AND concurrence from the Agency
40 Administrator. The only acceptable justification for
41 providing supplemental foods is to meet the expanded

1 nutritional needs of firefighters performing prolonged or
2 arduous work. Supplemental foods are not authorized for
3 mobilization centers, staging areas or personnel not
4 engaged in work on the incident. “Incident Base and
5 Camp meals” provide adequate dietary needs for most
6 work situations. *Bottled water is not a supplemental
7 food and may be provided in accordance with incident
8 agency policy.
9

10 No other supplemental food or drinks shall be authorized.
11 Purchasing jerky products, chips, gum, soda-pop,
12 “designer drinks” and so-called “energy” drink
13 (containing caffeine, guarana, ephedra, and other
14 stimulants), etc. are not allowed under this policy.
15

16 Special or cultural dietary needs should be met through
17 the National Mobile Food Services Contract or catered
18 meals.
19

20 * From: Sharkey, Brian, et al., *Feeding the Wildland*
21 *Firefighter*, Fire Tech Tips, July 2002.
22 (<http://www.fs.fed.us/t-d/pubs/>)
23

24 **Military**

25
26 Chapter 50 and the Military Use Handbook set forth items which may have to be
27 supplied by the incident. There are no special procurement authorities, beyond
28 those already available, for incidents to acquire goods or services for the
29 military. Procurement officers should coordinate with the Incident Business
30 Advisor and Military Liaison to determine operating procedures.
31

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

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.

Awards

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

Emergency incident funds **shall not** be used to show appreciation for local community support, e.g., certificates, billboards or other forms of advertisement, refreshments.

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 the incident. Incident name, location, and dates will be included on the new EERA.

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

Ordering

At the time equipment is ordered the following will occur:

- Specify conditions of hire, e.g., number of operators, contractor or government-provided operator and/or supplies, equipment ordered.
- Inform contractor where and when to report, and location of inspection site.
- Negotiate point of hire and time of hire. The time under hire shall start at the time the resource begins traveling to the incident after being

1 ordered by the government, and end at the estimated time of arrival
2 back to the point of hire after being released. Reference the clauses in
3 the agreement.

- 4
- 5 • Issue incident order number and request number to contractor and
6 inform them to provide the Finance/Administration Section with a copy
7 of the EERA or I-BPA and any certification or documentation required
8 by the agreement.
- 9
- 10 • Coordinate hiring of casuals with hiring official for government-
11 provided operator.
- 12
- 13 • Ensure delivery of Emergency Equipment Rental-Use Envelope, OF-
14 305, and related documents to the Finance/Administration Section.
- 15

16 **Inspections**

17
18 At the time of hire, contracted equipment must be inspected using the
19 Vehicle/Heavy Equipment Safety Inspection Checklist, OF-296, (Exhibit 26) or
20 other appropriate form. The person authorized to place the order with the
21 vendor must coordinate with the agency-identified inspector to complete the pre-
22 use inspection. The Logistics Section Chief is responsible to ensure adequate
23 inspections are completed for all equipment arriving at the incident.

24
25 Equipment signed up under an I-BPA or EERA and inspected at the time the I-
26 BPA or EERA is established, must be re-inspected at time of incident use.

27
28 If inspection of the equipment cannot occur at time of order, it must take place
29 upon arrival at the incident or designated location. If the resource does not pass
30 inspection no payment will be made for travel to the incident or point of
31 inspection or return to the point of hire.

32 **Documentation**

33
34
35 The Finance/Administration Section will ensure the equipment time is properly
36 recorded in accordance with the terms and conditions of the EERA or I-BPA
37 and document significant events during the period of rental. The following
38 forms will be utilized to document equipment use:

- 39 • Incident Blanket Purchase Agreement (I-BPA), SF-1449. Documents
40 the terms and conditions of the preseason rental of the contractor's
41 equipment.

- 1 • Emergency Equipment Rental Agreement (EERA), OF-294.
2 Documents the agreement with the contractor and sets forth the terms
3 and conditions of rental. Procurement officers, with delegated
4 authority, are authorized to enter into agreements with contractors for
5 the rental of equipment (Exhibit 25).
6
- 7 • Inspections
8
- 9 ○ Vehicle/Heavy Equipment Safety Inspection Checklist, OF-
10 296. Documents the overall condition of the equipment prior
11 to use and ensures the equipment is suitable for incident use.
12 This form is completed and signed by a qualified agency
13 representative and the contractor (Exhibit 26).
14
- 15 • Emergency Equipment Shift Ticket, OF-297. Documents daily
16 equipment use and will be used to post equipment time to the
17 Emergency Equipment Use Invoice. This document is completed by
18 the incident representative responsible for managing the equipment,
19 signed by both the contractor and incident representative, and
20 forwarded to the Finance/Administration Section. The Equipment
21 Time Recorder posts this information to the invoice and initials the
22 shift ticket to ensure the posting has been accomplished. (Exhibit 27).
23
- 24 • Emergency Equipment Use Invoice, OF-286. Documents the daily use
25 from shift tickets, shows additions or deductions, and calculates the
26 payment due. This form is completed and signed by the appropriate
27 incident official and the contractor. The Finance/Administration
28 Section Chief, Procurement Unit Leader, or other designated official is
29 responsible for ensuring the OF-286 is posted accurately from the
30 Emergency Equipment Shift Ticket, and the correct rates of pay from
31 the EERA (OF-294) or I-BPA (SF-1449), have been calculated and
32 entered correctly (Exhibit 28). In lieu of the OF-286, an original
33 commercial vendor invoice with authorizing government official
34 signature may be used. Signatures shall be legible.
35
- 36 • Emergency Equipment Fuel and Oil Issue, OF-304. This is only
37 utilized in the event that a vendor cannot accept credit cards or when an
38 agency fuel truck is available. Documents quantities of fuel, oil, or
39 other operating supplies provided by the incident. The Ground Support
40 Unit Leader coordinates with the finance section to establish
41 procedures for tracking fuel, oil, and other operating supplies/services.

1 The OF-304 is completed by the issuing agent and signed by both the
2 issuing agent and receiving agent. In lieu of the OF-304, a log with
3 authorizing government official signature may be used for
4 documentation. Signatures shall be legible. The deductions are posted
5 on the Emergency Equipment Use Invoice, OF-286, (Exhibit 28).

- 6
- 7 • Other Supporting Documents. Other documents relating to the rental of
8 equipment include:
 - 9
 - 10 ○ Resource Order Form
 - 11 ○ Commissary Issue Records
 - 12 ○ Agency-provided repairs, parts and supply invoices
 - 13 ○ Contract claim documentation
 - 14 ○ Emergency Firefighter Time Report
 - 15 ○ Performance evaluations
 - 16
- 17 • Emergency Equipment Rental-Use Envelope, OF-305. This envelope
18 consolidates all above forms and any other documents relating to the
19 EERA or I-BPA.

20

21 It includes a checklist that indicates items contained in the envelope,
22 agreement information, and whether any administrative follow-up is
23 required (Exhibit 30).

24

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

29

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

33

34 **Forms Distribution**

35

36 If other than standard official forms are utilized, e.g., I-Suite, commercial logs
37 or invoices, ensure adequate copies are provided and original legible signatures
38 are in other than black ink.

1 The Emergency Equipment Rental Agreement, OF-294, and Emergency
2 Equipment Use Invoice, OF-286, may be computer generated. These forms
3 should always be distributed as follows:

- 4
- 5 • Contractor.
- 6 • Ordering office (incident agency).
- 7 • Payment office (original invoice, signed in other than black ink).
- 8 • Incident Finance Package, (Exhibit 39).
- 9

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

- 13
- 14 • Goldenrod to Contractor
- 15 • White to incident agency.
- 16 • Pink to payment office (original legible signature).
- 17 • Blue to incident finance package.
- 18

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

- 21
- 22 • Second Pink is used if payment record is necessary to pay fuel vendor
23 for fuel, oil, or supplies.
- 24 • Green is issued to individual receiving the products.
- 25

26 **Equipment Release**

27

28 When contract equipment is released, the Procurement Unit Leader or Buying
29 Team Leader will ensure:

- 30
- 31 • Documentation of no damage or claims. Use the Vehicle/Heavy
32 Equipment Safety Inspection Checklist, OF-296 or other appropriate
33 form to document no damage or claim and ensure signature of
34 contractor/operator and government official. If the contractor/operator
35 refuses to sign or otherwise claims damage:
 - 36
 - 37 ○ Coordinate with the Procurement Unit Leader or Finance
38 Section Chief.
 - 39
 - 40 ○ Perform an inspection to the extent necessary to document the
41 condition of the vehicle and the alleged damage.

- 1 • All time, additions, and deductions are posted and computations are
2 correct.
- 3
- 4 • A Demobilization Checkout, ICS-221, has been signed.
- 5
- 6 • Release travel time is posted to the invoice.
- 7
- 8 • The release date and time from the incident are documented. Payment
9 documents should include estimated travel time to point of hire. If
10 released to a new incident, the resource is paid by the receiving incident
11 for costs associated with the new incident, e.g., travel. Receiving
12 incident should ensure the resource is not compensated more than once
13 for the travel day.
- 14
- 15 • Proper legible signatures are obtained in other than black ink. The
16 contractor or contractor's representative indicates whether there are any
17 claims.
- 18
- 19 • Performance evaluations have been completed by the first line
20 supervisor and given to the Finance Section Chief. The FSC ensures
21 the original evaluation form is forwarded to the awarding contracting
22 officer. Provide a copy to the contractor and retain a copy for the
23 incident documentation package.
- 24
- 25 • All payment documentation is placed in the Emergency Equipment
26 Rental-Use Envelope, OF-305, the face of the envelope completed, and
27 the envelope is transmitted to the incident agency or other designated
28 payment office as indicated in the contract.
- 29

30 When agency equipment is released, the ICS-212, Incident Demobilization
31 Vehicle Safety Inspection may be used.

32 **Contract Claims**

33
34
35 Contract claims may be settled by the original contracting officer, or a
36 designated successor contracting officer, acting within their delegated warrant
37 authority and limits set by the incident agency. At the time of establishment, the
38 contracting officer may add comments in the special provisions section of the
39 EERA, allowing for claims settlement, e.g., "Any federally warranted
40 contracting officer may settle claims against this EERA". Claims settlement
41 authority is located at C.5 in the contract clauses of the I-BPAs. Each settlement

1 shall include a contracting officer's determination and findings. (Appendix B –
2 Tool Kit.) Each claim settled shall be fully documented, attached to the
3 Emergency Equipment Use Invoice, OF-286, and forwarded to the payment
4 office. In the event a settlement cannot be reached and a dispute arises, the
5 written final decision shall be made by the contracting officer initiating the
6 EERA or I-BPA or an agency-designated successor contracting officer.
7

8 Payment for equipment use shall not be delayed beyond a reasonable period to
9 obtain documentation needed to support a contractor's claim.
10

11 The following are general guidelines for dealing with a claim or potential claim:
12

- 13 • Incident personnel shall not advise, comment, or solicit a contractor's
14 claim.
15
- 16 • While there is no specific form on which to file a claim, the claim must
17 be in writing and include the following:
18
 - 19 ○ Claimants complete name, mailing address, and phone
20 number.
 - 21 ○ Legible signature of the equipment owner or legal
22 representative.
 - 23 ○ Claimant's statement of facts concerning the damage.
 - 24 ○ Claimant's itemized listing of the amount claimed, including
25 estimated values of equipment before damage.
 - 26 ○ Witness statements if available.
27
- 28 • The incident supervisor managing the equipment is responsible for
29 documenting the damage and initiating the investigation. The extent of
30 the investigation should be appropriate to the complexity and/or
31 amount claimed. The investigator shall avoid conclusions and opinions
32 and shall only present observations and facts. The investigation report
33 should include the following items:
34
 - 35 ○ Description of the damage and circumstances leading to the
36 damage; including location of the area, sequence of events,
37 weather, and road conditions.
 - 38 ○ Law enforcement investigation report if applicable.
 - 39 ○ List of witnesses and statements.
 - 40 ○ Sketches, maps, diagrams, or photographs of the scene or
41 equipment.

- 1 • Incident personnel having knowledge of potential claims should
2 provide information to the Procurement Unit Leader or contracting
3 officer.
- 4
- 5 • Incident personnel sign and record the date the claim was received.
6 This is the only information entered. Incident personnel may not
7 complete any information for the claimant.
- 8
- 9 • Claims may be submitted to the procurement unit leader, incident
10 agency, or contracting officer. The claim does not have to be
11 completed at the incident. Contractors intending to file a claim should
12 so note in block 22 of the Emergency Equipment Rental Invoice, OF-
13 286, to protect the right to file. (Appendix B – Tool Kit.)
- 14

15 **PAYMENTS**

16
17 Prior to implementing any incident payments (including purchases made by
18 government charge cards or convenience checks) coordination with the incident
19 agency is required.

20
21 The incident agency may review payment packages prior to submission to the
22 designated payment office. Federal payments must be made by electronic funds
23 transfer (EFT), unless a waiver has been approved.

24
25 Incident agencies may establish specific payment timeframes for vendors, (e.g.,
26 weekly during an incident, upon demobilization of outgoing IMT). Partial
27 payments should be considered, taking into account the following:

- 28
- 29 • Length of incident (14 days or longer).
- 30 • Duration of resources away from home unit.
- 31 • Local vendor ability to restock.
- 32

33 **Emergency Equipment Rental Agreement and Incident Blanket Purchase** 34 **Agreement**

35
36 Unless otherwise specified in the EERA or I-BPA, the jurisdictional or
37 protection agency is responsible for payment. The following documents, when
38 applicable, should be submitted for payment of EERAs and I-BPAs:

- 39
- 40 • Documented proof the equipment was ordered in accordance with
41 agency procedures. If the order originates through an automated

1 resource ordering system, the Resource Order Number, e.g., E# is
2 required. A detailed report from the automated system may be
3 requested at a later date for audit purposes (Exhibit 24). If the order
4 does not originate through an automated system, then a copy of the
5 Resource Order is necessary.

- 6
- 7 • Copy of the Emergency Equipment Rental Agreement, OF-294 or
8 Incident Blanket Purchase Agreement, SF-1449.
- 9
- 10 • Original Emergency Equipment Shift Tickets, OF-297, vendor
11 provided daily work sheet, or other document provided by incident.
- 12
- 13 • Original Emergency Equipment Use Invoice, OF-286, or original
14 commercial vendor invoice (indicate incident name, number and
15 resource order number).
- 16
- 17 • Emergency Equipment Fuel and Oil Issue, OF-304, (if deductions are
18 made) or a log with approving official legible signature included.
- 19
- 20 • Copy of pre and post Vehicle/Heavy Equipment Safety Inspection
21 Checklists OF-296 or other appropriate form.
- 22
- 23 • Repair orders, commissary issues, findings and determinations for
24 claims, and any other documents supporting additions or deductions to
25 the payment.
- 26

27 **National Interagency Fire Center (NIFC) Contracts**

28
29 Payments for national contracts such as mobile food and showers issued through
30 NIFC are made by the Forest Service Incident Finance Branch at the
31 Albuquerque Service Center. Payment procedures are set forth in the contract
32 which can be found at <http://www.fs.fed.us/fire/contracting/>.

34 **EXHIBITS**

- 35
- 36 • Exhibit 23 – Equipment and Method of Hire National Standards
- 37 • Exhibit 24 – Resource Order Form (ICS-259-9)
- 38 • Exhibit 25 – Emergency Equipment Rental Agreement (OF-294)
- 39 • Exhibit 26 – Vehicle/Heavy Equipment Safety Inspection Checklist
40 (OF-296)
- 41 • Exhibit 27 – Emergency Equipment Shift Ticket (OF-297)

- 1 • Exhibit 28 – Emergency Equipment Use Invoice (OF-286)
- 2 • Exhibit 29 – Emergency Equipment Fuel and Oil Issue (OF-304)
- 3 • Exhibit 30 – Emergency Equipment Rental Use Envelope (OF-305)
- 4 • Exhibit 31 – Solicitation/Contract/Order for Commercial Items (SF-
- 5 1449)
- 6 • Exhibit 32 – Incident Demobilization Vehicle Safety Inspection (ICS-
- 7 212)