T-Cards
Exercise 7 Overview
Unit 7

Purpose

The purpose of this exercise is for Students to complete a T-card for a facilities resource.

Objectives

Students will complete a T-card for a facilities resource.

Exercise Structure

This exercise will last approximately 45 minutes, including individual work and class discussion. It is based on the continuing Charleston flood scenario. Students will work individually to complete a T-card for one of the resources that they ordered in Exercise 3.

Rules, Roles, and Responsibilities

Students will work individually during this exercise. The following are the specific activities and instructions for your participation in the exercise:

1. The SPUL informs you via ICS Form 213 (see below) that your request for a camp crew has been filled. Use the information provided on ICS Form 213 to complete a T-card for the camp crew.
2. Students may work in groups, but each individual should fill out a T-card.
3. Once the Students complete their T-cards, the Instructors will hand out an T-card with the answers and explain it to the class.

The Instructor moderates discussions, answers questions, and provides additional information as required.

Exercise 7 Schedule

Activity	Duration	Participation Type
Exercise Introduction and Overview	5 minutes	Class
Document	20 minutes	Individual
Debrief and Review	20 minutes	Class

Exercise 7 ICS Form 213

GENERAL MESSAGE (ICS 213)

1. Incident Name (Optional):		
2. To (Name and Position):		
3. From (Name and Position):		
4. Subject:	**5. Date:**	**6. Time**
7. Message:		
8. Approved by: Name: _____ Signature: _____ Position/Title: _____		
9. Reply:		
10. Replied by: Name: _____ Position/Title: _____ Signature: _____		
ICS 213	Date/Time: _____	

GENERAL MESSAGE (ICS 213)

1. Incident Name (Optional)**:**		
2. To (Name and Position)**:**		
3. From (Name and Position)**:**		
4. Subject:	**5. Date:**	**6. Time**
7. Message:		
8. Approved by: Name: _____ Signature: _____ Position/Title: _____		
9. Reply:		
10. Replied by: Name: _____ Position/Title: _____ Signature: _____		
ICS 213	Date/Time: _____	

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Field
Exercise 8 Overview
Unit 7

Purpose

The purpose of this exercise is for Students to examine a real-life facility for possible use as an incident facility.

Objectives

Students will:

- Identify questions to ask the manager or owner of a fixed facility before choosing it as the location for an incident facility.
- Identify specific considerations and potential challenges on the exterior of a given fixed facility.
- Complete a Land Use Agreement for the training location facility.

Exercise Structure

This exercise will last approximately 2 hours 15 minutes, including group discussion, discussion with the facility manager, walk-around of the facility, and individual work. It does not follow the Charleston flood scenario, but rather it is for a generic Incident Command Post and base at a local incident.

Exercise 8 Schedule

Activity	Duration	Participation Type
Exercise Introduction and Overview	5 minutes	Class
Ask Questions of Property Manager or Owner	30 minutes	Inside
Walk Around Exterior of Training Facility	40 minutes	Outside
Land Use Agreement	30 minutes	
Discuss and Review	30 minutes	Class

Exercise 8: Field
Fixed Facility Suggested Questions

Document your walk-around pre-inspection with photos.

SPACE

- How many conference rooms are there?
- How many hotel rooms are there? How many beds?
- Can I see a property map with the layout and dimensions of the facilities and rooms?
- How many staff members do you have?

COST CONSIDERATIONS

- Do you have any planned events here during the time period we project the incident will continue?
- What was your average fill rate for rooms during the past 2 weeks? What was the average room rate?
- What tax do you apply on top of government rates?
- What is the penalty if we leave before the contract is up? Can we negotiate a step-down plan?
- What cleaning or facilities rehabilitation are we responsible for after the incident?

UTILITIES AND COMMUNICATION

- Do you have a back-up generator in case of a power outage? If not, can we set one up?
- Do you have an on-scene maintenance engineer? Can we contract him or her for support as needed?
- Do you have contracts for licensed electricians and plumbers?
- How many phone lines are run to the meeting rooms? Can we have the phone company install more?
- Would there be an extra fee for above-normal electricity use?
- What are your power requirements for the building?
- Do you have copiers, fax machines, and phones available for use?
- Do you receive and send shipments? How will you secure shipments that arrive before we take control of them?
- What is your existing trash removal contract? Can we use it?

SLEEPING

- How many roll-away beds do you have?

- Is it possible for housekeeping to change the linens multiple times during the 1 day?
- How many ADA-compliant rooms do you have?

EATING

- Can you provide food?
- How many meals can you provide per hour?
- Is there a bar? Can you lock it up to prevent responders from accessing it?
- Would you allow an outside contractor to use your kitchen?
- Can you show me the health inspection certificate for your restaurant/kitchen?

SAFETY AND SECURITY

- Are there known safety hazards?
- What chemicals are on the property? (For example, chlorine)
- Where is the safe area in the event of a tornado? An earthquake?
- What is your evacuation plan?
- Is your fire alarm linked to an external monitoring service?
- Is there a PA system throughout the facility?
- Is there onsite security?

MISCELLANEOUS

- Can you provide laundry service?
- Can you block pay-per-view movies and long-distance phone calls from the rooms?
- Is there a pool or hot tub? How can we restrict access by responders?
- Is there a safe in the building?

EXTERIOR

- How many acres are we leasing?
- Where is the property line?
- Who owns the adjoining properties? Have they filed any noise complaints recently?
- How many parking spaces are there?
- Can the paved areas support heavy equipment?
- Are there any ordinances regarding replacing vegetation?
- Look for:
  - Run-off areas

- Existing damage
- Standing water
- Vector control issues
- Access doors and exits
- Landscaping that would be expensive to replace
- Sprinkler systems – watering times
- Water lines and gas lines
- Available parking nearby
- Entry points to property
- Nighttime lighting

Sample T-Card

ST/Unit:	LDW:	# Pers:	Order #:
Agency	Cat/Kind/Type		Name/ID #

Front

Date/Time Checked In:

Leader Name:

Primary Contact Information:

Crew/Team ID #(s) or Name(s):

Manifest: ☐ Yes ☐ No

Total Weight:

Method of Travel to Incident: ☐ AOV ☐ POV ☐ Bus ☐ Air ☐ Other

Home Base:

Departure Point:

ETD: ETA:

Transportation Needs at Incident: ☐ Vehicle ☐ Bus ☐ Air ☐ Other

Date/Time Ordered:

Remarks:

Prepared by:

Date/Time:

ICS 219-2 CREW/TEAM (GREEN)

ST/Unit:	LDW:	# Pers:	Order #:
Agency	Cat/Kind/Type		Name/ID #

Back

Incident Location: Time:

Status: ☐ Assigned ☐ O/S Rest ☐ O/S Pers ☐ Available ☐ O/S Mech ☐ ETR: ____

Notes:

Incident Location: Time:

Status: ☐ Assigned ☐ O/S Rest ☐ O/S Pers ☐ Available ☐ O/S Mech ☐ ETR: ____

Notes:

Incident Location: Time:

Status: ☐ Assigned ☐ O/S Rest ☐ O/S Pers ☐ Available ☐ O/S Mech ☐ ETR: ____

Notes:

Incident Location: Time:

Status: ☐ Assigned ☐ O/S Rest ☐ O/S Pers ☐ Available ☐ O/S Mech ☐ ETR: ____

Notes:

Prepared by:

Date/Time:

ICS 219-2 CREW/TEAM (GREEN)

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FEDERAL EMERGENCY MANAGEMENT AGENCY

CUSTODY RECEIPT FOR GOVERNMENT PROPERTY ON PERSONAL CHARGE

1. ISSUE DATE	2. NAME OF CHARGEABLE EMPLOYEE
4. CUSTODY RECEIPT NUMBER (Optional)	
7. DESCRIPTION OF PROPERTY *(Show make, model, serial no., FEMA barcode number, and accessories)*	

8. CERTIFICATE OF RECEIPT AND RESPONSIBILITY:

By my signature below, I acknowledge possession of the Government property listed above. I accept full responsibility for the proper use and protection of the property. I understand that the property is FOR OFFICIAL USE ONLY and it may not be transferred except by return to or approval of the Issuing Official.

9. SIGNATURE OF CHARGEABLE EMPLOYEE		10. SIGNATURE AND TITLE OF ISSUING OFFICIAL	
11. RETURN DUE DATE	12. EXTENDED TO: BY:	13. DATE RETURNED	14. RECEIVED BY
15. PROPERTY MAY BE REMOVED FROM THE PREMISES ☐ YES ☐ NO		16. SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL	17. DATE

FEMA Form 61-9, MAY 96 ***REPLACES ALL PREVIOUS EDITIONS*** U.S. GOVERNMENT PRINTING OFFICE: 1996-721-117

Handout 7-2: Custody Receipt for Government Property

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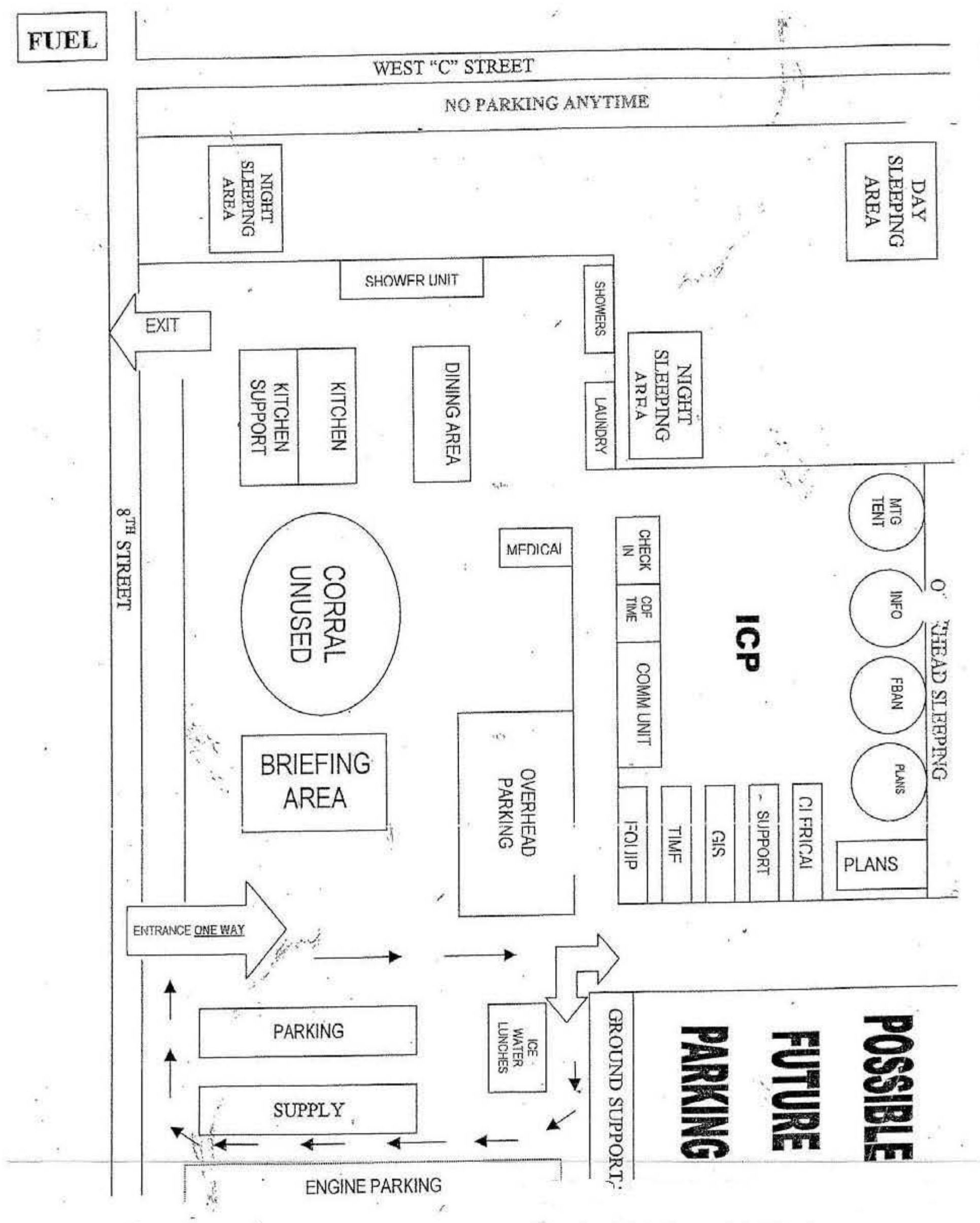

Handout 7-3: Example Facilities Map

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EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT

AGREEMENT NUMBER

EFFECTIVE DATES
a. beginning b. ending

OWNER (name, address, phone number-include day/night/cell/fax)

INCIDENT NAME:

DUNS:
EIN/SSN:
PAYMENT ADDRESS: Same as above, or

INCIDENT NUMBER:

RESOURCE ORDER NUMBER:

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE SERVICE DISABLED VETERAN

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as .

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

County: State: Township: Range: Section:

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each Monththat the land/facilities are used, the Government will pay the rate of $ per Month, or provide consideration as follows: . Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be $, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

The above rate includes utility charges for the following: GAS ELECTRICITY WATER TOILET SUPPLIES
JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: .

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical.
Restoration work includes: .

The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____.

TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment.Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

ADDITIONAL CLAUSES:

INSERT CCR CLAUSE, and Permits and Responsibilities Clause*
Convict Labor (FAR 52.222-3) (June 2003)
Extras (FAR 52.232-11)(APR 1984)
Disputes (FAR 53-233-1(DEC 1998) ALT I (JULY 2002)
Termination for the Convenience of the Government (Services)(Short Form)(FAR 52.249-4)(APR 1984)
Termination for Default (Fixed-Price Supply and Service)(FAR 52.249-8)(APR 1984)
Payments (FAR 52.232-1)(APR 1984)
Interest (FAR 52.232-17)(June 1996)
Prompt Payment (FAR 52.232-25)(FEB 2002)
Changes—Fixed Price (FAR 52.243-1)(AUG 1987)ALT I(APR 1984)
Loss, Damage or Destruction. The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: **PHONE NUMBER** (if different from Owner's)		PRINT NAME AND TITLE: **PHONE NUMBER:**	

Handout 7-4:Blank Emergency Facilities Land Use Agreement

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

TOTAL AMOUNT DUE $_____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

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LAND USE AGREEMENT CHECKLIST
LAND USE AGREEMENTS CHECKLISTS AND GENERAL GUIDANCE

SCHOOLS, FAIRGROUNDS, OR OTHER RELATED FACILITY CHECKLIST

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished supplies
- Phones
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- AC/Heater operational or available
- Sprinkler System
- Reduce / increase costs when camp changes (i.e., from Type I – II – III) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled / concurrent uses of the facilities by owner
- Parking
- Athletic Fields

NOTES:_____
_____
_____
_____
_____
_____
_____
_____
_____

LAND USE AGREEMENT CHECKLIST (CONTINUED)

DIPPING SITES/PONDS CHECKLIST

- Impact – amount of drawdown, site disturbance, etc.
- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

NOTES:_____
_____
_____
_____
_____

LAND USE AGREEMENT CHECKLIST (CONTINUED)

IC CAMP/HELIBASE CHECKLIST

- Access – roads, gates
- Noxious Weeds
- Fences / cattle guards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/HAZMAT
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc.)

NOTES:_____
_____
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_____
_____

LAND USE AGREEMENT CHECKLIST (CONTINUED)

AIRPORTS CHECKLIST

- Facilities Usage (except for federally funded runways, towers)
    - o Check other FAA restrictions
- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- HAZMAT/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Base
- Hours of Operation
- Access
- Check with Air Ops for further concerns

NOTES:_____
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_____
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LAND USE AGREEMENT CHECKLIST (CONTINUED)

LAND/FACILITY RESTORATION CONSIDERATIONS

(Items for COs to consider – not all items apply to every agreement)

- Loss of crop/pasture – how many seasons
- Reseeding / decompaction requirements
- Noxious Weeds Abatement and Survey
- General cleanup (trash removal, final janitorial service, floor waxing, etc.)
- Resod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc.)
- Pumping of septic systems (feasible to use system, or rely solely on portable toilets?)
- Mending fences damaged during incident

NOTES:_____
_____
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_____
_____
_____

CONSIDERATIONS FOR DETERMINING RATE

Note: The PROC or CO handles the negotiation.
BEFORE NEGOTIATING RATE:

- o Determine ownership of land / facilities
- o Confirm owner's agent if applicable
- o Resources available to confirm ownership

- City or County Tax Assessor's Office
- Courthouse
- Private Campgrounds – what are average receipts / revenues for similar time Period
- Historical record of rates for use in local area – local rangers may be good source
- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities

- Fairgrounds – were there any events cancelled or rescheduled to make them available?
- Cost of relocating and feeding of stock
- Are there vacant facilities held by other agencies that may be available?
- Consider a not to exceed rate commensurate with property value
- Sources of market research:
    - o banks
    - o real estate offices
    - o local employees
    - o local assessor offices
    - o local agency lands offices
    - o newspapers
    - o feed store bulletin boards
    - o documentation at local offices from previous incidents

NOTES:_____
_____
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STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
EMERGENCY EQUIPMENT RENTAL AGREEMENT
CDF-294 (01/04) Page 1 of 22

SMALL BUSINESS AND DVBE SERVICES * 47169 *

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE
CAL FIRE
Santa Clara Unit
15670 S. Monterey Street
Morgan Hill, CA 95037
408.779.2121

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT

2. AGREEMENT NUMBER: SCU-09105600

3. EFFECTIVE DATES
a. Beginning: 5/01/2008 | b. Ending: 4/30/2011

4. VENDOR
[redacted]
b. EIN/SSN: 20-2404173

5. POINT OF HIRE
Location at time of hire.

6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:
☒ VENDOR ☐ GOVERNMENT

c. Telephone Number *(24 hour)*: 800.545.6112
d. FAX Number: 800.545.6188

7. OPERATOR FURNISHED BY
☒ VENDOR ☐ GOVERNMENT

8. TYPE OF VENDOR *("X" appropriate boxes)*
☒ CERTIFIED SMALL BUSINESS ☐ LARGE BUSINESS ☐ CERTIFIED DVBE ☒ WOMEN OWNED

9. ITEM DESCRIPTION *(include make, model, year, serial number and accessories)*	10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate	11. b. unit	12. SPECIAL a. rate	12. b. unit	13. GUARANTEE *(8 or more hrs.)*
Type 1 Incident Team Package						
(aka CAL-FIRE ICP IN-A-BOX)		Day 1 & Day 2		Day 3 +		
		$21,788.00	Daily	$19,036.00	Daily	

CAL-FIRE ICP - Type 1 Incident Team Package — Includes the equipment component modules listed below:

- (4) All-Risk Administrative Trailers
- (1) All-Risk Communications / Command Trailer*
- (1) All-Risk Type 1 Mobile GIS Mapping Lab*
- (1) Facilities Module
- (4) Utility Vehicles (In-Camp Service Carts)
- (1) Mobile Satellite System (Internet Access)
- (30) Phonelines Voice/Fax
- (3) 4 Bulb Light Towers for ICP area lighting
- (2) 70Kw Generator Systems

14. SPECIAL PROVISIONS
All rates are portal-to-portal and includes travel and transportation. There are no additional mileage, delivery, setup, or tear down charges. Package rates and payments for equipment ordered as package can not be altered or changed to the single increment component rates after equipment is dispatched to an incident. Components listed in the package above are also available as individual modules on our Cal Fire EERA. This agreement represents a percentage discount when ordering a standard compliment of equipment as a package. Services and parameters detailed on the individual EERA for each specific item will remain in effect when these items are ordered in this special combination. Special Rate (column 12) applies to day 3 of use and remains in effect until released or transfer from a specific site. Work Rate (column 11) will be paid for the first 2 calendar days at an incident or individual locations. * Trailers arrive fully stocked with inventory to operate for 5 operational periods. Agency will replenish all supplies used.

15. VENDOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
[redacted]	2-28-08	[redacted]	2-28-08

19. PRINT NAME AND TITLE	20. PRINT NAME AND TITLE
[redacted]	CAL-FIRE [redacted] - Fire Captain

ORIGINAL - VENDOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

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GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294 (11-30-2004)

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smokey conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies - As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor *(wet)*, the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs - Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

CLAUSE 5. Timekeeping - Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

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

ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates** *(column 12)* shall apply when specified.

3. **Guarantee**. For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

4. **Daily Rate** *(column 11)* - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

(a) Shift Basis (Portion of calendar day)

1) ***Single Shift*** - (SS) is staffed with one operator or one crew
2) ***Double Shift*** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. **Method of Payment**. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

a. Daily Rate or Guarantee - No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

CLAUSE 8. When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction -
(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions - Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment – The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.
a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves *(Either Nomex or chrome tanned leather;* (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

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

CLAUSE 13. COMMERCIAL MOTOR VEHICLES: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov

CLAUSE 14. CLAIM SETTLEMENT AUTHORITY–For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

CLAUSE 15. CHANGES TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS
Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. FIREARM – WEAPON PROHIBITION - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knifes with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

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

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

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

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

b. SMALL DISADVANTAGED OWNED BUSINESS is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are

both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

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

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

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

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORTATED BY REFERENCE (52.252-2) AND WILL BE A PART OF THIS AGREEMENT.

52.252-2	CLAUSES INCORPORATED BY REFERENCES (FEB 1998)
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK AND HOURS SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
52.222-20	WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF NONSEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIALDISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52-232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52-232-17	INTEREST (JUN 1996)
52.232.18	AVAILABILITY OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (Oct 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER –OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.232-36	PAYMENT BY THIRD PARTY (MAY 1999)
52.233-1	DISPUTES, ALTERNATE 1 (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.243-1	CHANGES – FIXED PRICE, ALTERANTE II (APR 1984)
52.252-6	AUTHORIZED DEVIATION IN CLAUSES (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF EQUIPMENT UNDER AGREEMENT CONFORMS WITH THE DEFINITIONS PROVIDED BELOW:
"Leasing" as used in this subpart, means the acquisition of motor vehicles, other than by purchase from private or commercial sources, and includes the synonyms "hire" and "rent." "Motor vehicle" means an item of equipment, mounted on wheels and designed for highway and/or land use, that (a) derives power from a self-contained power unit or (b) is designed to be towed by and used in conjunction with self-propelled equipment. (FAR 8.1101)

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

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