



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT

FMH 840 - Attachment 1 - 2019

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1. IDL AREA OR FPD a. Name and address: IDAHO DEPARTMENT OF LANDS KOOTENAI VALLEY FPD 6327 MAIN ST BONNERS FERRY, ID 83805 b. Phone Number: c. FAX Number: d. Email: <u>vsnyder@idl.idaho.gov</u>		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): IDL-210-19-007	
		3. EFFECTIVE DATES OF AGREEMENT: a. beginning <u>06/01/2019</u> b. ending <u>12/31/2021</u>	
4. CONTRACTOR a. Name and address: MICHAEL NAUMAN KOOTENAI RIVER BREWING CO LLC POB 1901, 6424 RIVERSIDE ST, BONNERS FERRY, ID 83805 b. <input checked="" type="checkbox"/> ATTACH W-9: c. Email: <u>kootbrew@gmail.com</u> d. Phone Number: <u>208-267-4677</u> FAX Number: Cell Phone Number: <u>208-255-9700</u>		5. POINT OF HIRE (Location when hired if different than Block 4): BONNERS FERRY, ID	6. ORDERING DISPATCH CENTER CDC
		7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)	
		8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
		9. Contractor Authorized Commissary: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
10. ITEM DESCRIPTION: equipment (include VIN, make, model, year, serial no., accessories or other identifying features).			
11. NO. OF OPERATORS PER SHIFT		12. HRLY/DAILY/MILEAGE/SHIFT BASIS (ss/ds; ref. Cl.6)	
		Rate Unit	
LUNCH Fire Suppression Prescribed Burn		19.25 17.15	EA
DINNER Fire Suppression Prescribed Burn		30.25 26.95	EA
SACK LUNCHES Fire Suppression Prescribed Burn		19.25 17.15	EA
15. Will work in the following areas: <input checked="" type="checkbox"/> KV FPD <input checked="" type="checkbox"/> POL FPD <input type="checkbox"/> FPD <input type="checkbox"/> Dispatch Zone <input type="checkbox"/> All State Protection		16. SPECIAL PROVISIONS: "Do not charge Idaho State Sales Tax. Gratuity (maximum 18%) must be included in meal rates. Alcoholic beverages cannot be included in meals. When ordering from the menu, menu prices will be charged, not to exceed the rates above, including gratuity.	
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <u>Michael Naumann owner</u>		18. DATE <u>6/11/19</u>	21. IDL REPRESENTATIVE <u>Ken Homik</u>
19. PRINT NAME AND TITLE MICHAELA NAUMANN, OWNER		20. DATE 06/11/2019	22. DATE <u>6/13/2019</u>
		23. a. PRINT NAME AND TITLE KEN HOMIK, FIRE WARDEN	

REV. 3/17



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT PROVISIONS

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/Contract, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, and Contracting Officers. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the resource order number upon arrival and check in at the incident. The Incident Commander, or designee, is authorized to administer the technical aspects of this Agreement/Contract. Equipment furnished under this Agreement/Contract 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 smoky conditions. As a result, by entering into this Agreement/Contract, the Contractor agrees that what is considered wear and tear under this Agreement/Contract 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/Contract 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. Time Under Hire: 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 half 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 12) (hourly/daily/mileage/shift basis) 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 13) 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 14. 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 14. 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 12) - 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 shown on the Incident Action Plan (IAP). If the equipment was not operational for the full

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

All Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

a. General Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

Fully Operated Transportation, Privately-owned Vehicles (Automobiles, Pick-ups, -2x4 and 4x4, Sport Utility Vehicles, Trucks (stakeside/stock)

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

**IDAHO DEPARTMENT OF LANDS
PRESEASON CONTRACT PROVISIONS AND SACK LUNCH SPECIFICATIONS**

Since the needs of the Government and availability of Contractor during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the service listed herein to the extent the Contractor is willing and able at the time of order.

Sack Lunch Options

Note: Small deviations from the minimum amount for the commercially packaged products may be allowed with prior approval from the IC.

MENU ITEM	MINIMUM AMOUNT	SPECIFICATIONS AND COMMENTS
PRIMARY AND SECONDARY MEAL		LUNCHES WILL INCLUDE 2 DIFFERENT ITEMS FROM THIS CATEGORY
Sandwich with choice of meat :		Regular and Vegetarian Primary Meal shall be a sandwich or a wrap. Sandwiches may be all meat or a combination of meat and cheese.
Turkey	4 oz	
Ham	4 oz	
Chicken	4 oz	
Roast Beef	4 oz	
Multi-meat (hoagie style)		
Burrito/Chimichanga:	1 ea	Must be factory wrapped.
Beef		
Chicken		
Pork		
Bean		
Rice and Cheese		
Hard Salami or Summer Sausage	4 oz	Salami Sticks/Jerky are not acceptable as Primary or Secondary Meal
Hard Boiled Eggs	2 eggs	In addition to the Primary and Secondary Meal
Peanut Butter and Jelly Sandwich	6 oz each	Per sandwich
Spam	Single packet	With FDUL approval. Include foil
Tuna	One packet	
Cobb Salad	8 oz	4 oz. protein Freshly Made with FDUL Approval
Ground beef patties	4 oz	With FDUL approval
Meatloaf	4 oz	With FDUL approval
*Items with oz & Cal are either/or. *Items listed as each are standard serving size.		

MENU ITEM	MINIMUM AMOUNT	SPECIFICATIONS AND COMMENTS
VEGETARIAN MEAL OPTIONS		VEGETARIAN LUNCHES WILL INCLUDE 2 DIFFERENT ITEMS FROM THIS
Burrito/Chimichanga: Bean	1 ea/5 oz.	Primary Vegetarian Meal shall be a sandwich or wrap containing 4 oz. of a non-meat protein. Cream cheese is not considered a protein for this requirement.
Rice and Cheese		
Hard Boiled Eggs	2 eggs	In addition to the Primary and Secondary Meal
Veggie Burger		Bean, Tofu, Tempeh, Rice, Quinoa, or equivalent
Peanut Butter and Jelly Sandwich	6 oz each	Per sandwich
Veggie Wrap with Hummus	Equivalent to Sandwich	In tortilla wrap or pita bread
Salads:	8 oz	All salads will have vegetables, spices and variety.
Quinoa	8 oz	All salads will be made with a non-mayonnaise base (i.e. Italian dressing or olive oil)
Pasta	8 oz	When served as a main meal salads will be 8 oz servings
Couscous	8 oz	
Bean	8 oz	
Other		At the discretion of the FDUL
SALADS, WHOLE FRUITS, AND VEGETABLES		LUNCHES WILL INCLUDE 2 DIFFERENT ITEMS FROM THIS CATEGORY
SALADS		Shall be Freshly Made With FDUL Approval
Quinoa	4 oz	All salads will have vegetables, spices and variety.
Pasta	4 oz	All salads will be made with a non-mayonnaise base (i.e. Italian dressing or olive oil)
Couscous	4 oz	When served as a side, salads will be 4 oz servings
Bean	4 oz	Whole grains when possible
WHOLE FRUIT		
Apples	100 Count	All chopped or cut fruits will be non-compacted 1 cup portions
Oranges	88 Count	
Pears	Equivalent to Apples	
Strawberries	1 Cup	
Pineapple	1 Cup	
Nectarines	Equivalent to Apples	
Other		Approved by FDUL
*Items with oz & Cal are either/or.		*Items listed as each are standard serving size.

MENU ITEM		MINIMUM AMOUNT	SPECIFICATIONS AND COMMENTS
WHOLE VEGETABLES			
Carrots		1 Cup	All chopped or cut vegetables will be 1 cup non compacted portions
Sugar Snap Peas		1 Cup	
Celery		1 Cup	
Cucumber		1 Cup	
Baby Bell Peppers		1 Cup	
Avocado		1 Cup	
Other			Approved by FDUL
ENERGY SNACKS			LUNCHES WILL CONTAIN 6 DIFFERENT ITEMS FROM THIS CATEGORY
Granola bar		1 ea	Nature Valley® or equal quality
Energy bar		1 ea	ProBar™, LUNA®, LARABAR®, odwalla®, Tigers Milk®, CLIF®, or equal quality
Trail mix		3 oz	
Candy bar		1 ea	Snickers®, Milky Way®, Butterfinger®, or equal quality
Beef or Turkey Jerky		2 oz	
Bagel		1 full or 2 minis	
Cheese		2 ea	Babybels®, or cheese stick
Crackers		1oz/130 Cal	Goldfish® or another non-crushable type
Nuts		1 oz	Almonds, Pistachios, or mixed variety
Sandwich Crackers		1oz/150 Cal	Peanut butter, cheddar, or other varieties
Muffin		3 oz	
Baked potato chips		1oz/160 Cal	Baked potato chips, tortilla chips, or similar variety
Fruit or vegetable squeeze pouch		3oz	Applesauce, or mixed varieties
Non-sugared dried fruit		200 Cal	Apple rings, bananas, apricot, pear, cranberry, raisin, plum
Granola		4 oz	Loose-not in bar form
Dill pickle pack			Mt. Olive on the go picklePAKs, or equivalent
Fruit straps		2 ea	
Fruit bar		1 ea	
Single serving peanut butter pouch		1oz/200 Cal	
Pretzels		110 Cal	Plain or peanut butter flavored
Seeds		1 oz	Sunflower, pumpkin, or other varieties
Graham crackers			
Fig cookies			
*Items with oz & Cal are either for.			*Items listed as each are standard serving size.