

# EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)	Page <u>    </u> of <u>    </u> <b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS                  RELATING TO THIS AGREEMENT</b> AGREEMENT NUMBER
OWNER (name, address, phone number-include day/night/cell/fax)  DUNS: EIN/SSN: PAYMENT ADDRESS:[ ] Same as above, or _____ _____	EFFECTIVE DATES a. beginning _____ b. ending _____  INCIDENT NAME:  INCIDENT NUMBER:  RESOURCE ORDER NUMBER:

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS  
  LARGE BUSINESS  
  SMALL DISADVANTAGED OWNED  
  WOMEN OWNED

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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Borough: \_\_\_\_\_ State: \_\_\_\_\_ Private: \_\_\_\_\_

**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:**

( ) Monthly Rate: For each month or portion of a month that the land/facilities are used, Division of Forestry will pay the rate of \$ \_\_\_\_\_ per month. Ordinary wear and tear is included in the rate.

( ) Daily Rate: For each day, or portion thereof, that the land/facilities are used, Division of Forestry will pay the rate of \$ \_\_\_\_\_ per day not to exceed \$ \_\_\_\_\_.

Payment shall be in accordance with the State of Alaska payment procedures, payment will be made at the end of the agreement period. 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 Division of Forestry restoration of land/facilities. The Division of Forestry shall restore the owner's land to the condition immediately prior to Government occupancy, as identified in the pre-inspection 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. Owner shall document restoration to be accomplished at the time of the post-use inspection: the Division of Forestry will document on the post-use inspection. Other - describe in detail: \_\_\_\_\_.

**ALTERATIONS:** The Division of Forestry 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 Division of Forestry. Alterations will be removed by the Division of Forestry after the termination of the emergency use, unless otherwise agreed.

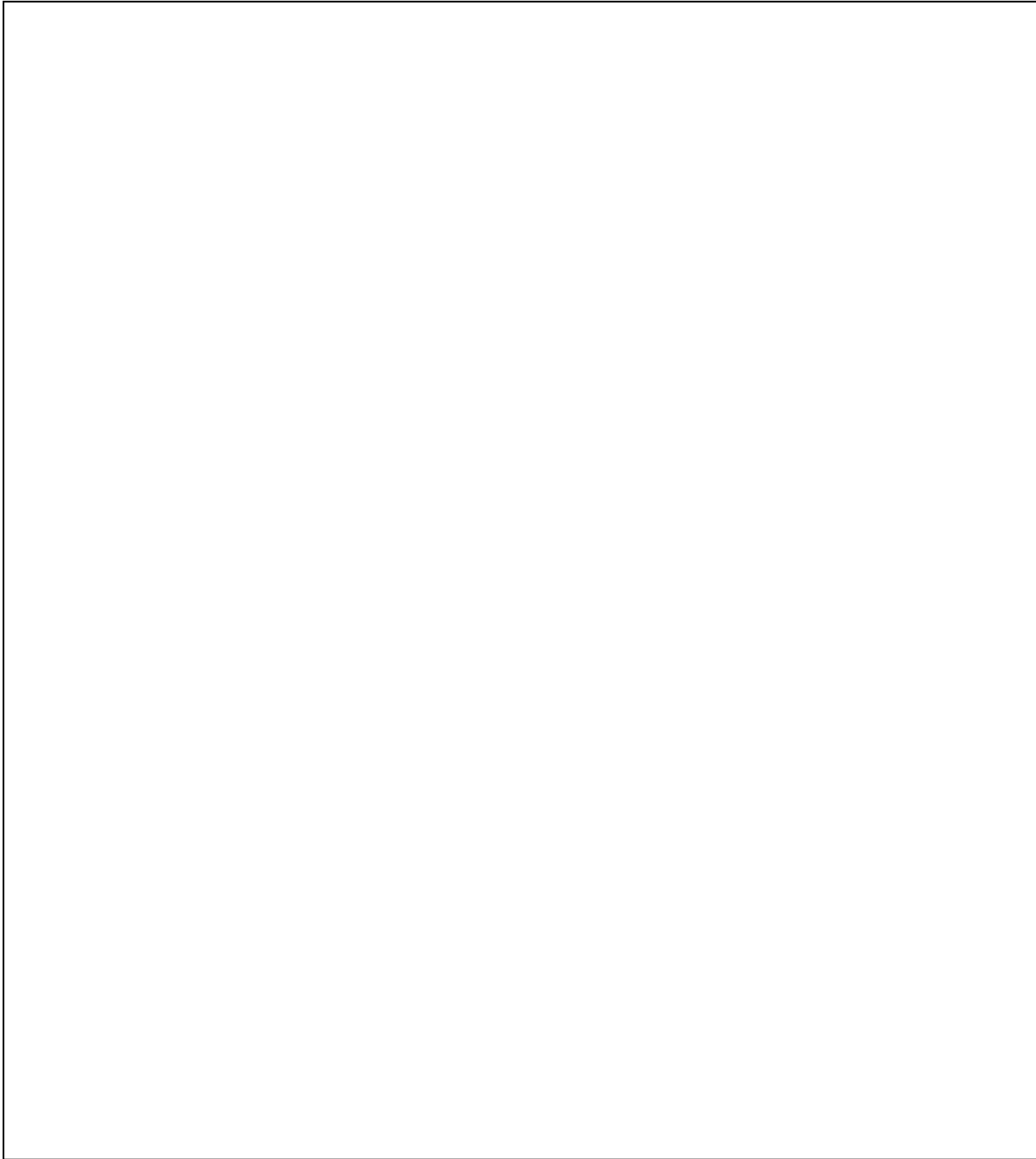
**ORAL STATEMENTS:** Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

**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: \_\_\_\_\_.

**CHECKLIST(s):** See Supplement.

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.



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

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

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner/Agent: \_\_\_\_\_  
(Print Name)

Contracting Agent: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL AMOUNT DUE \$ \_\_\_\_\_

LOSS, DAMAGE or DESTRUCTION: The Government will assume liability for the loss, damage or destruction of land 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).

TERMS AND CONDITIONS: This Agreement is subject to AAM 35.120, the authority for which is found in Alaska Statute 37.05.285.

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 State of Alaska from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Owner/Agent: \_\_\_\_\_  
(Print Name)

Warranted Contracting Officer: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TEMPORARY EMERGENCY LAND PRE- AND POST- USE INSPECTION REPORT**

Page 1 of \_\_\_\_\_

Agreement No:

Pre-Use Inspection:


Owner/Agent: (Print Name)	Government Representative: (Print Name)
Signature:	Signature:
Title:	Title:
Date:	Date:
Business Phone:	Mailing Address:
Cell phone:	Business Phone:
	Cell Phone:

**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE  
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

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Name and Title of Authorized Representative

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Signature

Date

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
  
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ **or**  
the Cage Code \_\_\_\_\_.
  
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.

## Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.