VIPR Agreement Section List

Within VIPR agreements the information (mostly finance based) listed below can be found generally in the sections listed. This list is not all inclusive, actual specifications and information can be found in the signed agreements(s) within the FS-1449, schedule of items, provisions and any exhibits.

C.4 -- AUTHORIZED PERSONNEL TO PLACE ORDERS

Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement. Orders must be placed in accordance with established ordering procedures as specified in National and Regional mobilization guides.

C.7 -- CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

C.8 -- LOSS, DAMAGE, OR DESTRUCTION

(a) For equipment furnished under this agreement 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 agreement 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.

D.2.1 -- CONTRACTOR PROVIDED EQUIPMENT

D.2.1.1 -- Equipment Typing.

Equipment typing for dozers and excavators is determined by both weight and horsepower criteria. Machines must meet both the minimum HP and minimum weight to qualify for a type. For example, if a machine has horsepower for a type, but lacks the operating weight, it will qualify for the largest type in which it meets both minimum HP and minimum weight. (If an excavator has 165 HP and an operating weight of 48,000 pounds, it would qualify as a Type 2). . Equipment will not be awarded under more than one type. If a machine qualifies for multiple types, it will only be awarded at the largest type in which it qualifies. For example, a dozer has 160 HP and an operating weight of 42,000 pounds, it qualifies as both a Type 2 and 3, however, it will only be awarded as a Type 2 because that is the largest type in which it meets both minimum HP and weight criteria.

D.2.2 -- TRANSPORTATION

(a) All vehicles offered and used under this Agreement shall be licensed and legally operable on all roads. All vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection or b) current Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23) Contractors accepting out-of-state assignments shall ensure their offered vehicles are licensed for interstate travel and meet the commercial interstate vehicle requirements described by Federal Motor Carrier Safety Regulation (FMCSA) 390.5.

(b) All vehicles and equipment shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in this solicitation. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

(c) Operators of any motor vehicle having a GVWR of 26,001 POUNDS AND GREATER shall meet all federal and state Commercial Driver's License (CDL) requirements and other endorsements as required for the state in which operator is licensed. Operators of any motor vehicle having a GVWR of 10,001 pounds and greater shall have a current medical card.

(d) Brakes on all axles. All vehicles 36,000 GVWR or greater shall be installed with an operator controlled auxiliary braking system in addition to the service brakes (i.e., engine retarder, transmission retarder, driveline retarder, or exhaust retarder).

(e) Backup Alarm. All equipment offered and under hire in this Agreement shall include an electric or electronic backup alarm that meets the Type D (87 decibels, dBA) requirements of SAE J994.

(f) The Contractor is responsible for transporting the heavy equipment to and from the incident.

(g) Transports shall have current Department of Transportation (DOT) certification and be of sufficient and legal weight rating to transport the equipment. Contractor is responsible for: (1) Meeting all state and federal requirements, such as weight restrictions and hauling permits; (2) All special permits; (3) Providing all pilot cars when required by a permitting agency. (4) A valid fleet insurance policy information card issued by an insurer; (5) A valid insurance declaration page;

(h) Equipment under the direction of incident management personnel may not be unloaded immediately. The Contractor is responsible for all costs associated with the transport until the equipment is unloaded and the transport is released. Once the heavy equipment is delivered and unloaded at the incident the transport is considered released. However, the transport may be retained at the incident for the sole purpose of transporting the equipment that was originally ordered. The transport will be paid, in accordance with D.21.8, the minimum daily guarantee or the mileage rate whichever is greater until the transport is released or until the equipment it transported becomes inoperable. Retained transports must be documented on the shift ticket. If the contractor elects to keep the transport at the incident location after it is released by the government, no payment will be made. IF THE TRANSPORT IS RETAINED BY THE INCIDENT FOR TRANSPORTING OTHER EQUIPMENT, THE COMPANY OWNING THE TRANSPORT MUST HAVE A VALID AGREEMENT, AND MUST BE ORDERED WITH A SEPARATE RESOURCE ORDER NUMBER. THE POINT OF HIRE WILL BE THE INCIDENT. THE RETAINED TRANSPORT USED IN THIS MANNER MUST MEET THE SPECIFICATIONS FOR TRANSPORTS DESCRIBED IN THIS AGREEMENT OR WITHIN CHAPTER 20 OF THE INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK.

(i) For initial attack/severity, transport is required to remain with the equipment.

(j) The transport may be inspected in accordance with D.17. Transports not passing this inspection will result in rejection of both the transport and heavy piece of equipment being hauled.

D.3 -- PERSONNEL REQUIREMENTS

(a) All Contractor personnel shall comply with Exhibit F, Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

(b) Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.

(c) Contract resources must abide by the terms and position requirements of the respective agreement they are hired under.

D.3.1 -- TRAINING/EXPERIENCE.

(a) Each person under this Agreement shall meet the following minimum requirements:

(1) RT-130 Annual Fireline Refresher including fire shelter.

(2) Commercial Driver’s License (for transports, when required).

(3) All operators shall be able to operate the equipment safely up to the manufacturer's limitations (i.e., experience working in steep terrain, timber, etc.)

(b) The government reserves the right to verify training at any time for all operators.

D.6 -- ORDERING PROTOCOL FOR RESOURCES. .

(a) This Agreement does not preclude the Government from using any Agency or Agency Cooperator owned resources before equipment is mobilized under this Agreement. .

(b) The Contractor shall restrict calls to the host dispatch center. Dispatchers will not provide information, such as "when or if a Contractor will be called for an assignment" or "status of other contractors."

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

D.6.7 -- WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT.

(a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or Agency Administrator. Documentation shall include mitigation measures used to reduce fatigue.

(b) To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to: (1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested. The Government will not pay transportation cost for replacement personnel. (2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook only for Fallers or Mechanic with Service Truck. All other resources are not limited to an assignment length. (3) With the Government's agreement, the contractor may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest. The time is not compensable when the Contractor is off shift in compliance with the length of assignment provisions. Refer to D.21.8.3(d).

D.7 -- PROPERTY

D.7.1 -- ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS.

(a) Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource, upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours or a timeframe designated by a Government representative to bring the resource into compliance. (Refer to D.17, Incident Pre-Use Inspection and D.18, Noncompliance after Acceptance at Incident).

(b) Contractor will be charged for Consumable Goods supplied by the Government and used by the resource while Under Hire. The cost of all Consumable Goods, with the exception of those specifically listed below, shall be deducted from payment to the Contractor. At the Government's discretion, the Government may provide the following incidental consumable goods at no cost, if available: one-quart plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while under hire.

D.8 -- INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall have a complete copy of their most current agreement in their possession at all times. The incident may make a photocopy of this agreement; however, it remains the property of the Contractor.

Full copies of any I-BPA agreement can be downloaded and printed from the VIPR website at: <https://www.fs.fed.us/business/incident/vipragreements.php?tab=tab_d>

D.13 -- CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement.

D.14 -- FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.14.1 -- FIRST AID RESPONSIBILITY.

The contractor is financially responsible for employee medical expenses and coverage. The Government may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Life flight). Commercial transport costs will be the responsibility of the Contractor.

D.14.2 -- MEDICAL INSURANCE.

Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises.

D.17 -- INCIDENT PRE-USE INSPECTION

(a) All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may perform inspections.

(b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and re-inspected at the government's convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

D.17.1 -- INSPECTION REPORTS.

Copies of the incident inspection reports and related documentation shall be distributed as follows:

(a) The original shall remain with the fire documents on Host Unit.

(b) A copy of the inspection shall be given to the Contractor and/or the Contractor's Representative.

(c) A duplicate copy shall be forwarded to the CO for all non-compliant resources.

D.18 -- NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch priority list until such time that the resource is brought into compliance and reinspected at the government's convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.19 -- WORKMANSHIP

(a) All work under this Agreement shall be performed in a safe manner to a professional and workmanlike standard. The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (Exhibit C). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement.

(b) Contractor shall be responsible for ensuring all of its employees wear proper incident attire, as follows (PPE, if required for specific resources, will be detailed in the agreement at D.2): (1) FOOTWEAR: Closed toe shoes must be worn while providing services on an incident assignment. Sandals and/or flip flops are not acceptable footwear while working on an incident. (2) CLOTHING: Clothing must be appropriate for the conditions and wildfire/incident setting. This means long or short sleeve shirts and full-length pants or jeans. The Incident Commander may release from an incident assignment any Contractor employee who is not wearing proper incident attire in accordance with D.19 -- Workmanship.

(c) If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

D.20 -- PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the form in Exhibit E. The evaluation will be completed at the incident by the government representative supervising the work. This form is the preferred performance evaluation to be accepted by the Contracting Officer. The evaluator's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain the Contractor's signature acknowledging completion of the evaluation. The Government evaluator will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the incident Finance Section (for distribution to the Contracting Office and the Host unit incident file).

D.21 -- PAYMENTS

(a) Payments will be made in accordance with D.21.8.

(b) When equipment is ordered for severity assignments, the following payment will be made:

(c) Table D.21 - SEVERITY RATES

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Severity is paid at 75% of the daily rate for 10 hours or less, excluding meal breaks. For greater than 10 hours, including travel time, the full daily rate applies \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a resource is mobilized to an incident within the 10 hour severity period the payment will revert to the full daily rate. If the mobilization occurs outside the 10 hour severity period they will be released from their severity assignment and the suppression rates will be applied under the first and last day language of the Agreement. In no case shall the daily rate be exceeded. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(1) Severity assignments are at the discretion of the Contractor to accept or reject. Rejecting a severity assignment will not affect placement on the priority list or preclude a Contractor from being offered a suppression assignment at full daily rate.

(2) Severity assignments often are not associated with a formal incident base camp or have meals and lodging provided. If a base camp is not established, RON (see D.21.5) may or may not be authorized and is at the Governments discretion.

D.21.2 -- WITHDRAWAL OF RESOURCE(S).

Refer to D.21.8.3(b).

D.21.3 -- REPAIRS.

Repairs 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 resource operating. The cost of such repairs will be $90 per hour, plus parts and will be deducted from payment to the contractor.

D.21.4 -- OPERATING SUPPLIES.

Even though this agreement may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

D.21.5 -- REMAIN OVERNIGHT ALLOWANCE (RON).

(a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents. (b) When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the U.S. General Services Administration (GSA) web site (www.gsa.gov), whichever is less. Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.

(c) Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government-provided meals. The maximum allowable rates are referenced at [www.gsa.gov](http://www.gsa.gov).

(d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

(e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

D.21.6 -- FOOD & DRINK.

(a) Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the first shift of the incident. This is not reimbursed by the Government.

(b) After that time, when Government subsistence at incident camps are available, meals for Contractor's operator(s) will be furnished without charge. Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

(c) The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

D.21.8 -- PAYMENTS.

(a) The host agency for each incident is responsible for payments. The payment office will be designated in block 9 on the Emergency Equipment - Use Invoice, Form OF-286. See Exhibit B for complete agency payment office information.

(b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in D.21.8.3.

(c) The minimum daily guarantee for the transport is applicable to time under hire as defined in D.21.8. D.21.8.1 -- Rates of Payments. Payment will be at rates specified and, except as provided in D.21.8.3, shall be in accordance with the following:

(a) Heavy Equipment (1) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time. (2) DOUBLE SHIFT equipment is staffed with two operators or 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 is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the daily rate.

(3) The payment calculations included at D.21.8.1 do not address the situation when a piece of heavy equipment is hired for a Double Shift (DS) but there is only one operator to operate both the heavy equipment and transport in the second operational period. The following calculation will be used to calculate payment for the transport where the heavy equipment operator will be operating the transport for the DS, or second operational period (a hypothetical rate of $1500 per day is being used in this sample calculation): 1. Determine Transport Rate: $1,500 2. DS Rate ($1,500 x 165%, or 1.65): $2,475 3. Per Shift Rate ($2,475/2): $1,237.50 4. Single Operator Adjusted Rate ($1,237.50 x 165%, or 1.65): $2,041.875, rounded to $2,041.88 5. Transport Rate 24-hour operation: $1,237.50 + $804.38 = $2,041.88, rounded to $2,042

(4) DAILY RATE - 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% of the Daily Rate for periods less than 8 hours.

(5) DAILY RATE - 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% of the Daily Rate for periods less than 8 hours. (b) Transport - ONE OPERATOR FOR BOTH TRANSPORT AND HEAVY EQUIPMENT. Same Resource Order Number as Heavy Equipment.

(1) MINIMUM DAILY GUARANTEE AND MILEAGE - Minimum guarantee for transports is reduced to 65%; the mileage rate is not reduced. For time under hire for 8 hours or more, the government will pay 65% of the minimum daily guarantee or mileage rate, whichever is greater. If a resource is under hire for less than 8 hours on the first or last day, the amount paid for that day will be 32.5% of the minimum daily guarantee or mileage rate, whichever is greater.

2) DOUBLE SHIFT equipment is staffed with two operators or 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 is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the reduced minimum daily guarantee (65%) as calculated at a. above (e.g., $1000 daily rate x .65% x 165% = $1072.50).

(3) Transport is considered released once the heavy equipment is delivered and unloaded at the incident, unless one of the following exceptions apply: i.e. If approved by the government, the contractor may keep the transport at the incident, after it has been released, at no additional cost to the government. ii. Incident may retain transport under hire for the sole purpose of transporting the heavy equipment that was originally ordered; the mileage rate or 65% of the minimum daily guarantee, whichever is greater will be paid until the transport is released. The decision to retain the transport must be documented on the shift ticket.

(4) When the transport operator and heavy equipment operator are the same, payment calculation will be for the transport mileage to the incident and, at time of heavy equipment release, the transport mileage back to the point of hire. Agreement #: 129J6121T7022 w/ Vendor: AAA EQUIPMENT Page: 43 (c) Transport - SEPARATE TRANSPORT OPERATOR; include the name of the transport operator in the Remarks block (block 14) of the daily shift ticket. Same Resource Order Number as Heavy Equipment. (1) MINIMUM DAILY GUARANTEE AND MILEAGE - For time under hire for 8 hours or more, the government will pay the minimum daily guarantee or mileage rate, whichever is greater. If a resource is under hire for less than 8 hours on the first or last day, the amount paid for that day will be 50% the minimum daily guarantee or mileage rate, whichever is greater. (2) DOUBLE SHIFT equipment is staffed with two operators or 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 is ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator if needed during the assignment. Double shifts, when ordered, will be paid at 165% of the minimum daily guarantee as calculated at a. above (e.g., $1000 daily rate x 165% = $1650). (3) Transport is considered released once the heavy equipment is delivered and unloaded at the incident, unless one of the following exceptions apply: (i) If approved by the government, the contractor may keep the transport at the incident, after it has been released, at no additional cost to the government. (ii) Incident may retain transport under hire for the sole purpose of transporting the heavy equipment that was originally ordered; the mileage rate or the minimum daily guarantee, whichever is greater will be paid until the transport is released. The decision to retain the transport must be documented on the shift ticket. (iii) If transport is released after delivering the heavy equipment, payment will be made for the greater of the minimum daily guarantee or mileage for each calendar day the transport was under hire. Mileage will be paid based on round trip travel of transport calculated in accordance with D.6.5.2 and in compliance with D.21.8.1.2. (4) If transport is retained by the incident for transporting other equipment, the company owning the transport must have a separate agreement awarded under the heavy equipment solicitation. The transport must be ordered with a separate resource order number, point of hire will be at the incident. At no time will the transport be paid more than once for a single day. See 21.8.1.1, 4, for payment of Transports (Stand Alone). (d) Transports (Stand Alone) - ordered under a separate resource order number by Government to remain at the incident and transport other vendor's equipment (see D.2 - TRANSPORTS). (1) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time. (2) MINIMUM DAILY GUARANTEE - For any time under hire for at least 8 hours, the government will pay no less than the minimum daily guarantee, or the mileage rate, whichever is greater. If a resource is under hire for less than 8 hours during a calendar day, the amount earned for that day will not be less than one-half the minimum daily guarantee, or the mileage rate, whichever is Agreement #: 129J6121T7022 w/ Vendor: AAA EQUIPMENT Page: 44 greater. (3) MILEAGE - Payment shall be made for the mileage rate or minimum daily guarantee, whichever is greater.

D.21.8.1.1 -- The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed.

D.21.8.1.2 -- Driver Hour Limitation - The following Driver Hour limitations, as referenced at D.6.6, shall apply to this agreement: (a) No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty day (operational period, see Exhibit A). (b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours. (c) A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift. An exception to the minimum off-duty hour requirement is allowed when essential to: (1) Accomplish immediate and critical suppression objectives, or (2) Address immediate and critical firefighter or public safety issues. (d) As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16 hour work shifts. This is required regardless of whether the driver was still compliant with the 10- hour individual (behind the wheel) driving time limitations.

D.21.8.1.3 -- Payment of Optional Items. If the solicitation includes optional items, payment for optional items will only be made when ordered and documented on the resource order. The use will be recorded on the Emergency Equipment Shift Ticket. Time under hire will begin when the optional item is ready for use by incident personnel. The incident shall have the option to discontinue the use of the optional item at any time during the incident, time under hire ends at that time.

D.21.8.2 -- 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 actual units ordered and performed under Daily rates.

D.21.8.3 -- Exceptions. (a) No further payment will accrue during any period that resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Agreement #: 129J6121T7022 w/ Vendor: AAA EQUIPMENT Page: 45 Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan. (b) If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire. (c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel. The Government shall calculate travel in accordance with D.21.8.1.1 based on a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire. (d) No payment will accrue when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Assignment" provisions. Refer to D.6.7. (e) 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. (f) Reassignment of resources. Vendors being reassigned to a new incident shall close out the use invoice for payment on the current incident PRIOR to the reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to. Upon final release, travel shall be calculated in accordance with D.21.8.1.1.

D.21.8.4 -- Transport Exception. No further payment will accrue for the transport during any period that the heavy equipment is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be calculated in the same manner as the heavy equipment.

D.21.9 -- INVOICING PROCESS.

D.21.9.1 -- The Contractor shall have one copy of the complete Agreement for the assigned incident.

D.21.9.2 -- After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297) (Exhibit G). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operators name shall Agreement #: 129J6121T7022 w/ Vendor: AAA EQUIPMENT Page: 46 be listed on the shift ticket.

D.21.9.3 -- The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286)

D.21.9.4 -- When the resource is released to return to the Designated Dispatch Point (DDP), the Finance Unit will close out the Invoice including estimated time for return travel.

D.21.9.5 -- The incident will submit a payment package including all signed originals of OF-286, copy of SF-1449 or OF-294, copy of resource order (ONLY if order is filled outside of ROSS), supporting documentation per the Interagency Incident Business Management Handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.