**Equipment Breakdown**

This job aid is intended to provide equipment timekeeping personnel a more in depth overview of timekeeping issues related to equipment breakdowns.

Question: What clauses in the Incident Blanket Purchase Agreement (I-BPA) deal with equipment breakdowns at the incident(s):

* + Refer to D.21.8.3, specifically (a):
    - (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. 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.
    - Example 1: Equipment breakdown during assigned shift.
      * Assigned shift is 0600-1900
      * Equipment breaks down from 1200-1500
      * Daily Rate is $1950.00
      * $1950/13 = $150 per hour
      * 3 hours broke down x $150 = $450 deduct from payment for the day
    - Example 2: Equipment breakdown enroute to incident.
      * Travel Time is noted as 1200-1900
      * Date and time needed was 1800, equipment was still accepted at incident
      * Shift Ticket states equipment was broke down from 1600-1700
      * Daily Rate is $210.00
      * $2100/13 = $300 per hour
      * 1 hour broke down x $300 = $300 deduct from payment for the day
* 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. Payment will be based on the hours the resource was operational during the assigned shiftas shown on the Incident Action Plan, or **12 hours**, whichever is less.

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of work by the Contractor or by the Government in accordance with D.18, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that the Government shall pay return travel.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.