

The Basics for Contracted Equipment

Purpose: The purpose of this Briefing Paper is to provide an abbreviated reference that highlights the Boiler Plate requirements that are inherent in all National VIPR Agreements. The Boiler Plate reference may be supplemented with Contract Summaries that are specific to each VIPR award. This document will flow from the start of the agreement and progress through the agreement highlighting items that are common for all VIPR Agreements.

Contractor Bid Rates - Contractor's rates include all operating costs and vendors bid their equipment on a daily rate that is estimated to be between 12 and 16 hours. Contract employees are paid either an hourly wage or a flat daily rate. All efforts should be made to limit work beyond a 16-hour day. Work schedules must also be mitigated in order to meet 2:1 work/rest guidelines.

Wear and Tear -The extreme environment Contractor's equipment is subjected to may be beyond what is normally experienced and as a result, the Contractor agrees that what is considered normal wear and tear is in excess of what the resource is subjected to under normal operations and is reflected in their rates; therefore, claims for repairs should be limited. Directing equipment to operate off road or in extremely difficult terrain may result in equipment or tire damage that may result in a claim by the Contractor. Documentation is required to validate all claims.

Claims – Whenever possible, claims should be resolved at the incident. The original or a successor Contracting Officer may process unresolved claims by the Contractor. A successor Contracting Officer is any Contracting Officer acting within their delegated warranted authority and could include incident agency Contracting Officers or warranted Buying Team Leaders. Claims require supporting documentation that should be obtained from the incident where incident employees can best provide timely documentation.

Loss, damage or destruction - For equipment furnished under this agreement WITH operator, the Government shall not be liable for any loss, damage or destruction of equipment, except from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. Contractors are required have insurance to pay for damaged equipment and the Government is not liable unless the damage resulted from Government employees action.

Water handling Agreement, Including Engines, Support Water Tenders and Tactical Water Tenders. The operators must be able to operate the equipment up to the manufacturer's limitations. Contractor personnel (engines/tactical water tenders) may be required to work away from their equipment and perform other incident duties and are required to have appropriate line gear.

Foam - Foam proportioners are required for all Engines and Tactical Water Tenders. If the Contractor's foam is ordered and used on the incident, the foam concentrate will be replaced or the contractor will be reimbursed for the actual cost of the foam. This should be documented on the shift ticket and reflected on the use invoice.

Personal Protective Equipment (PPE) - All Contractor personnel shall have the proper PPE (two sets) and PPE shall be worn upon arrival at the incident. The exception is Vehicle w/Driver where the Government may furnish the PPE.

Chain Saws - Engines shall have chainsaws with a minimum of 18 inch guide bar and a 3.0 cubic inch size motor. A chainsaw kit is required as well as wrap around leg chainsaw chaps, extra chain, chain file, felling axe, felling wedge and an OSHA approved fuel container and guide bar oil. The chainsaw may be used for mop-up

operations, the clearing of access routes and emergency escape routes. The engine crew shall not perform as tree fallers. The agreement does not require faller certification.

Programmable Radio: Engines and Water Tenders -

Engines shall have a minimum of two narrow band capable radios (one shall be handheld), Support Water Tenders shall have a minimum of one radio (handheld or mobile), and Tactical Water Tenders shall have a minimum of one handheld radio. Additional radios may be checked out at the incident for special operations but the Contractor must have the minimum compliment of functional approved radios or they are considered noncompliant.

The contractor shall be capable of programming incident frequencies into their radios. At least two fully charged battery packs per radio are required at the beginning of each shift. Also the Government may provide replacement batteries.

Training - All line going Contractor personnel must have RT-130 Annual Fireline refresher and provide documentation upon request. All Contractor employees must be at least 18 years of age.

All Tactical Water Tender and Engine personnel shall be trained in accordance with NWCG Wildland Fire Qualifications System Guide PMS 310-1 and must carry Incident Qualification cards.

<u>Engine</u>	<u>Tactical WT</u>	<u>Support Water Tender</u>
1 – ENGB	1 – FFT1	1 – Operator (RT-130)
2 – FFT2 Min. quals .	1 – FFT2 Min. quals.	

Standard staffing requirements for all engines are three (3) crew members. If, after acceptance at the Incident, the Contracted Engine staffing is reduced by 1 FFTR the government may, at its option, elect to retain the resource and \$300 will be deducted from the daily rate. This is the Government’s option and not the Contractor’s. The Engine must have a qualified ENGB at all times.

Position Task Books – The Government may sign off trainee individual accomplishments on a PTB but they shall not sign off a contractor employee as meeting all the requirements of the position.

Travel Times – Government will estimate the travel time to and from the incident. The Contractor is expected to meet estimated arrival times listed on the resource order. If there is a large discrepancy it should be documented and may warrant further action.

Emergency Incident Driving - Contractor drivers are required to meet the same driving limitations as agency drivers. The agreement does not state that there will not be night mobilizations; however night mobilizations should be avoided per the Great Basin Mobilization Guide (chapter 10).

Work/Rest, Length of Assignment and Crew Change Out - Contracted personnel are required to follow the same 2:1 Work/Rest guidelines as agency personnel. The Contractor may replace personnel at any time to meet length of assignment limitations. Vendors are to ensure that replacement personnel are fully rested. Not meeting the Work/Rest and Length of Assignment guidelines may be grounds for contract action. Contracted resources are not subject to 30-day work limitations but must adhere to R&R policy.

Demobilization - The Incident Commander will determine demobilization priorities, however it is recommended that Region 4 Contractors have priority to remain on the incident over out of Region contracted resources.

Accountable, Durable and Consumable Goods - The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource arrives without all required equipment including PPE, they may be given 24 hours or a time frame established by the government to come into compliance. Inventories should be checked at pre-use inspections prior to travel to the incident. If a Contractor loses or breaks an item they may check out items from Supply to remain in compliance. If these items are not returned at Demob, they will be deducted from their invoice. Contractors will be charged for all Consumable Goods supplied by the Government except for plastic canteens, plastic sheeting, replacement radio batteries and replacement headlamp batteries.

Laundry Service – Contractors may utilize laundry services at no charge to the Contractor.

Contractor Hose and Compliments - The Contractor may be requested to leave Contractor owned hose and/or fittings on the line. It is a difficult process to track and reimburse the Contractor for these items so it is preferred that the Government plan to use Government supplies in these instances. Finance may assist in resolving Contractor supplies left on the incident but it will require documentation by the Government to substantiate this request. This can be done on the shift ticket or general message.

Contractors Representative - Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Agreement. These individuals represent the Contractor and are responsible for acquiring all documentation necessary for performance while under hire at the incident including filing of claims and verifying invoices. A claim may be submitted at any time by the Contractor. Government personnel shall not advise Contractors to file a claim but they may provide documentation addressing the issue. Problems with invoices should be resolved/corrected at the incident or incident host unit. It can be very difficult for the Contracting Officer to resolve invoice issues and is very time consuming without proper documentation.

First Aid and Medical Treatment - The Government may provide Basic First Aid at no cost to the Contractor; however, any additional medical treatment and/or expenses incurred is the responsibility of the Contractor. The Government may evacuate or transport injured Contractor employees at the Contractor's expense. This should be coordinated with the Contractor's representative on site. All medical facility and commercial transport fees are the responsibility of the Contractor.

Inspections - Local units are encouraged to perform pre-use inspections at the home unit prior to traveling to the incident. However, the Government reserves the right to perform inspections at any time. If the Contracted resource fails inspection, they may be given 24 hours or a time frame designated by the Government to make necessary corrections. The Contracting Officer or Contract Administrator shall be notified immediately of any Contract equipment that does not meet specifications and cannot be repaired or brought back into compliance.

Workmanship - The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of the Harassment Free Workplace Policy. Inappropriate behavior is all forms of harassment including sexual and racial harassment. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. If any of the above occurs, the originating Contracting personnel shall be notified immediately.

If any employee or crew is terminated, quits or otherwise released, it is the responsibility of the Contractor to return the employee(s) to their point of hire no later than 12 hours or as designated by the Government.

Performance Evaluation - Shall be performed for all Contracted resources on the incident by a Government representative supervising the work. Copies of performance evaluations are collected at Finance and shall be forwarded to the originating Contracting Officer. The originating Contracting Officer or Administrator shall be notified immediately of any unacceptable or poor performance.

Briefings - All operators shall attend operational briefings and are reimbursed as part of their daily rate. Contract Crews are paid at the hourly rate and only the crew boss or those crewmembers designated by the Government are authorized for payment to attending briefings. Those crew bosses/crewmembers designated to attend briefings should be documented on the shift ticket.

Equipment Repairs - All Contractor equipment repairs shall be made and paid for by the Contractor. The Government may elect to make such repairs to keep the resource operating. The cost of such repairs will be deducted from payment to the contractor.

RON - 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. The only exception is for Crew Carrier drivers if they have a crew on board and that crew is also in RON status. If the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate, whichever is less. Double occupancy is required. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents. Reimbursement for meals and incidental expenses (M&IE) is based on per diem rates minus any Government-provided meals provided.

Payments

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 percent of the Daily Rate for periods less than 8 hours.

Mileage – Usually mileage is included in the daily rate, however on some agreements mileage shall apply when it is included the agreement.

Comment [DBL1]: We do have some agreements that pay a daily rate PLUS mileage (i.e., vehicle with driver). Transports are a daily rate or mileage, whichever is greater.

Driver Hour Limitations – Contractors are required to follow the same driving limitations as federal employees. No more than 10 hours in a duty day per driver.

Travel – The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer or the city and state of the Host Dispatch Center whichever is LESS.

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 and recorded on the shift ticket. (i.e. CAFFS, satellite phones, internet). Time under hire will begin after the resource has been ordered and 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. Some of the optional items can be expensive so know what those rates are and/or other available sources before ordering.

Payment Exceptions - No further payment will accrue during any period that the 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 shown on the Incident Action Plan. (Note: Depending on the situation, actual hours worked may exceed what is listed in the Incident Action Plan.)

If a Contractor withdraws their equipment prior to being released no further payment will accrue and the Contractor will bear all costs of returning resources to the point of hire.

Invoicing – The Government will verify the Contractor’s time on an Emergency Equipment Shift Ticket (OF-297). The OF-297 shall include the names of all personnel assigned to the equipment (engine personnel, transport drivers, etc.) and shift times to document work/rest. This includes showing clock hours (and meal breaks) for that equipment which is paid based on a daily rate. Both the Government and Contractor

representatives will sign the OF-297. All documentation on the OF-297, including the signatures, shall be legible.

Reassignment of Resources – Contractors being reassigned shall close out the use invoice with the original incident prior to reassignment. The day of closeout and reassignment shall be paid as a Daily Rate applied to the incident the resource is being reassigned to.

Replacement of Resources – The Contractor may replace equipment on the agreement with like or better only after the approval of the originating Contracting Officer and subsequent modification of the agreement. The replacement equipment may be required to be inspected by the Government in advance of acceptance. This does not mean that a Contractor may replace a broken piece of equipment on the incident with another piece of equipment, whether it is already on an agreement or not. If their equipment cannot perform under the terms of the agreement, the Contractor may be allowed 24 hours to repair it, but the Contractor cannot replace the equipment with another piece of equipment.