**EMERGENCY EQUIPMENT RENTAL AGREEMENT**

1. Procurement agency: a. name & address

   Hartford Technology Rental Company, Inc.
   7806 Braygreen Road, Suite 101
   Laurel, MD 20707

   
   b. Phone #
   c. Fax #

2. Agreement # (must appear on all documents relating to this agreement):

3. Effective dates of agreement
   a. beginning:
   b. ending:
   c. END OF INCIDENT

4. Incident name:
   Incident #:

5. Point of hire (location when hired if different than block 4):

6. Ordering dispatch center:
   
7. Operator furnished by:
   __ Contractor    __ Government

8. The work rate is based on all operating supplies being furnished by:
   _X_ Contractor (wet)   __ Government (dry)

9. Operator furnished by:
   __ Contractor    __ Government

10. Item/resource description (include VIN, make, model, year, serial #, accessories or other identifying features):
    PACIFIC SOUTHWEST REGION INCIDENT ONLY EERA FOR COMPUTERS/PRINTERS/GIS EQUIPMENT RENTAL

(SEE ATTACHED LIST OF ITEMS)

11. # of operators per shift
    12. Hourly/daily/mileage/shift basis (single/double) Unit Rate
    13. Special Rate Unit
    14. Guarantee

15. Special provisions:
    a) General clauses to the EERA OF-294 are attached hereto and incorporated herein by reference.
    b) FAR 52.212-4, "Contract Terms and Conditions – Commercial Items" and FAR 52.212-5, “Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items” are incorporated herein by reference. Full text of clause can be found at: https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses.

16. Contractor's or authorized agent's signature:

17. Date:

18. Print name and title:
   Mark Ferro
   Regional Sales Manager

19. Contracting officer's signature:

20. Date:

21. Print name and title:

22. Phone #:

Original to payment center; copy in documentation box.

Optional Form-294 (REV 1/18) USDA/USDI
Contractor Provided Equipment: Equipment shall meet all standards established by specification or incorporated by reference and shall be maintained in good repair by the contractor. The Contractor shall provide equipment including software, software installed, hardware, and consumables as stated. No substitutions are permitted. The Contractor shall provide computers with current Microsoft Windows 10 and Microsoft Office Security Patches at the time of shipping. There shall be no additional charges for the patches. Contractor will provide a 24 hour/7 day support phone number on the device should technical assistance be required. Contractor will provide a list of all equipment available for order with make and model number. Contractor will create a restore point in Windows 10 after the image is built for rapid recovery should the need arise. Contractor will provide a spare computer when 5 or more are ordered. Computers with technical issues will be replaced via FedEx.

Government Provided Services, Licensing, and Software: The Government GIS software installs will be coordinated through the USFS Region 5 Fire & Aviation Management GIS Lab. Licenses will be provided under existing USFS Enterprise Licensing Agreements. GIS software shall be fully functional upon arrival in the field. When returned to the vendor from field use, GIS computers shall be wiped, reimaged/reinstalled, licenses reset and shall be ready for the next order.

Ordering quantities (minimum): The Government anticipates the minimum initial order of five (5) units, with a total number per incident generally not exceeding forty (40) units.

Dispatching/Ordering of Equipment: The ordering contact point under this incident only Emergency Equipment Rental Agreement (EERA) shall be either a Buying Team Member with the proper authority to bind the Government, a Procurement Unit Leader, Forest Service Contract Specialist or Purchasing Agent within their warrant authority.

Delivery requirements are as follows: Orders will be transmitted to the Contractor using the completed Region 5 Technology Order Form. Units shall be shipped next day air. Units shall be packaged, wrapped with foam or bubble wrap within the container (box). The contractor shall be responsible for tracking of their equipment at all times in order to substantiate invoicing charges for shipping, rental period, etc.

No cancellation of orders shall be accepted by the contractor after the equipment is shipped and/or leaves their business address as noted. No substitutions of software or hardware shall be accepted without prior written approval by the Ordering Contact Point with concurrence from GIS or ITSS assigned to the incident.

Delivery timeframes are as follows:

a) Order in by 1300 PDT weekday (1600 EDT weekday): 24 hour delivery based on FedEx delivery – tracking numbers will be provided with emailed inventory.

b) Orders after 1300 PDT weekday (1600 EDT weekday): 36 hour delivery based on FedEx delivery – tracking numbers will be provided with emailed inventory.

c) Orders to Alaska or other distant /remote locations that may require other than FedEx delivery or weekend orders after 1500 EDT: 48 to 72 hour delivery time period.

d) Large orders (i.e. plotters) may take longer to arrive due to size of shipment.

e) Delays for delivery are to be communicated to ITSS on incident and James Whiteside upon knowledge of delay.

Contractor is expected to meet the shipping and transportation requirements. The Contractor is requested to communicate back to the incident the status of the shipment and anticipated time period for delivery. Failure to communicate delays for delivery may subject the vendor to non-payment and refusal of the order by the Government.
The Contractor must be able to arrange for special delivery for locations that do not allow for next day delivery. In this case, the Contractor shall be paid on delivery costs to the Incident Location based on a per mile charge after a 100 mile minimum one way at the current GSA Federal Travel rates. A special handling fee of $200 may also apply in cases where special delivery methods are required.

Logistics charges acceptable are as follows: (a) Federal Express billed with Contractor’s Invoice as a delivery charge (b) Commercial airline billed on Contractor Invoice with delivery charges.

Payment: All payments for this BPA will be processed by a commercial invoice delivered with equipment to the incident. Finance will execute an OF-286 along with the contractor’s commercial invoice and submit for payment. Payment packages are then forwarded to the Albuquerque Service Center (ASC). No payment shall be made by credit card under this agreement.

A commercial invoice from the Vendor shall include the following:

a) Resource Order with assigned “S” number
b) Fire name
c) Fire number
d) Location of the fire
e) Quantity and type of items being requested and shipping costs to and from the incident (estimated)
f) Contact person to receipt for equipment ordered
g) Timeframe estimated for rental shall be stated as “End of Incident”
h) Each incident resource order shall be considered the financial ordering document/call order for this BPA. Contractor shall invoice on a monthly basis.

Contractor shall provide to the Government a tracking log of all equipment shipped and returned per incident to the ordering contact point. The Incident Management team and/or Host Agency shall be responsible for the return shipping of all equipment back to the contractor’s address.

The Contractor shall bill and payment will be made based on either daily rate or full month, whichever is advantageous to the Government.

Loss, Damage, or Destruction: For equipment furnished under this EERA, the Government will assume liability for any loss, damage, or destruction of such equipment, except that no reimbursement bill 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 Contractors agents or employees or Government employee owned and operated equipment. Report of damaged or missing items shall be reported to the ordering contact point noted in box 21 of this agreement.

Technical Point of Contact for USFS Region 5: James Whiteside, jwhiteside@fs.fed.us, 916-640-1022.

MINIMUM EQUIPMENT REQUIREMENTS
The Contractor is responsible for all computer/printer/plotter rentals necessary to meet or exceed the BPA specifications.

Software Requirements and Software installations prior to receipt shall include the following:

1) COMPUTERS:
   a) Basic Type I Laptop
      i. Windows 10 Pro 64-bit with Intel i5 Gen 6 equivalent or higher 64-bit processor, minimum 8 GB RAM,
      ii. Minimum 14 inches screen size and 1920 x 1080 video resolution
Incident Only Emergency Equipment Rental Agreement – US FS Region 5 Computer Equipment Rental Specifications

iii. Internal Storage, 256 GB SSD or higher
iv. Include customized Basic Type I image in a recovery partition
v. Include image recovery procedure instructions in “C:\ITSS_Support” folder
vi. 100/1000 RJ45 Ethernet NIC (external dongle is permissible)
vii. 802.11n/ac Dual-band Wireless NIC
viii. Internal battery with 6 hour performance
ix. External Optical Drive Writer/Reader (optional for additional fee)
x. External I/O Ports
xi. Minimum of 2 USB ports, at least one being USB 3.0 or higher
xii. HDMI or Display Port
xiii. External mouse, mouse pad, power supply, carrying case, and 25' Ethernet cable
xiv. Microsoft Office 2016
xv. eISuite Server Installation Package (Forest Service Specific Software)
xvi. Most current version from https://famit.nwcg.gov/applications/eISuite/
xvii. Place in “C:\ITSS_Support” folder
xviii. Include incremental patches that are release each year
xix. Do not install the Server Application
xx. ROSS Production Application (Forest Service Specific Software)
xxi. Most current version from https://famit.nwcg.gov/applications/ROSS/
xxii. Install the application ready for first use.
xxiii. Adobe Acrobat Reader DC
xxiv. CutePDF Writer or equivalent PDF writer software
xxv. 7-Zip or equivalent file compression software
xxvi. FileZilla FTP or equivalent software
xxvii. Chrome browser (current version)
xxviii. Firefox browser (current version)
xxix. Java Runtime Environment
xxx. Adobe Flash Player
xxxi. Printer Driver software for all models that are available on this contract
xxi. Universal Printer drivers for HP and Brother Printers

b) Advance Type II (GIS & eIsuite Server) Mobile Workstation

i. Windows 10 Pro 64-bit with Intel i7 Gen 6 equivalent or higher 64-bit processor, minimum 16 GB RAM,
ii. Minimum 17 inches screen size and 1920 x 1080 video resolution; NVIDIA Graphics with 4 GB dedicated GDDR5 video or equivalent graphics.
iii. Internal Storage, 512 GB SSD or higher
iv. Include customized Advance Type II (GIS) image in a recovery partition
v. Include image recovery procedure instructions in “C:\ITSS_Support” folder
vi. 100/1000 RJ45 Ethernet NIC (external dongle is permissible)
vii. 802.11n/ac Dual-band Wireless NIC
viii. Internal battery with 6 hour performance
ix. External Optical Drive Writer/Reader (optional for additional fee)
x. External I/O Ports
xi. Minimum of 2 USB 3.0 or higher
xii. Minimum of 1 USB-C (Thunderbolt 3)
xiii. HDMI or Display Port
xiv. External mouse, mouse pad, power supply, carrying case, and 25' Ethernet cable
xv. Microsoft Office 2016
xvi. ESRI ArcGIS Software Package (Forest Service Specific Software)
xvii. Government will furnish licenses for internal use only
xviii. Government will assist in configuration on a vendor provided target workstation
xix. eISuite Server Installation Package (Forest Service Specific Software)
xx. Most current version from https://famit.nwcg.gov/applications/eISuite/
xxi. Place in “C:\ITSS_Support” folder
xxii. Include incremental patches that are released each year
xxiii. Do not install the Server Application
xxiv. ROSS Production Application (Forest Service Specific Software)
xxv. Most current version from https://famit.nwcg.gov/applications/ROSS/
xxvi. Install the application ready for first use.
xxvii. Adobe Acrobat Reader DC
xxviii. CutePDF Writer or equivalent PDF writer software
xxix. 7-Zip or equivalent file compression software
xxx. FileZilla FTP or equivalent software
xxx. Chrome browser (current version)
xxxii. Firefox browser (current version)
xxxiii. Java Runtime Environment
xxxiv. Adobe Flash Player
xxxv. Printer Driver software for all models that are available on this contract
xxxvi. Universal Printer drivers for HP and Brother Printers

2) PLOTTERS:
   a) Plotter Type:
      i. Plotter - Minimum 36" wide - Postscript compatible
      ii. 4-color large capacity ink rolled paper plotter
      iii. Maximum memory for model
      iv. Plotter cables & connection devices to support on-site computer connectivity
      v. Plotter drivers on optical media (WinXP Pro and Windows 7 compatible)
      vi. Network Connectivity: Fast Ethernet 100/1000; USB Connectivity: 1 Hi-Speed USB 2.0
      vii. (Optional) Wireless network connection (802.11 g/n/ac)
      viii. (Optional) printing direct from USB devices
      ix. Plotter Consumables
         a. One (1) unused set of ink cartridges and One (1) set of partially used Ink cartridges
            NOTE: Generic, refurbished, or recycled cartridges not acceptable
         b. Waste cartridge shall be empty upon receipt of plotter
         c. Minimum One (1) new waste cartridge included
         d. Paper - minimum Two (2) 150 ft 36" wide rolls of white 4 mil 24 lb. bond paper
            NOTE: Recycled paper is not acceptable

3) PRINTERS:
   a) Printer Types:
      i. Business Class Black/White Laser Multi-Function All-in-One with Duplex Printing and Wireless Networking
         a. Up to 30 or more PPM print and copy speeds
         b. Front Panel Display
c. Wireless 802.11b/g/n and Ethernet network interfaces
d. Automatic duplex (2-side) printing
e. Fax Capability
f. 300-sheet paper capacity,
g. 50-page capacity auto document feeder
h. Optional Mobile device printing and scanning

ii. Business Class Small Workgroup Color Ink-Jet Printer
a. Up to 20 or more PPM print and copy speeds
b. Front Panel Display
c. Print size up to 11” x 17”
d. Wireless 802.11b/g/n and Ethernet network interfaces
e. Automatic duplex (2-side) printing
f. Fax Capability
g. 250-sheet paper capacity,
h. 30-page capacity auto document feeder
i. Optional Mobile device printing and scanning

4) NETWORK EQUIPMENT:
1. Unmanaged 8-Port Gigabit Ethernet Switch
2. Unmanaged 16-port Gigabit Ethernet Switch
3. Dual-Band Wireless Router – 802.11b/g/n/ac
4. Cradlepoint 4G LTE Router
   a. Support up to 20 clients
   b. 4 port wired switch
c. 2 Verizon Modems
d. 10 GB data plan
5. Cat 5E Ethernet Cable (100 feet)
6. Cat Cat 5E Ethernet Cable (50 feet)
7. SE Ethernet Cable (25 feet)
CLAUSE 1: GENERAL REQUIREMENTS
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. Resources furnished under this agreement 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, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource. The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

CLAUSE 2: SCOPE
The intent of this Agreement is to obtain resources for use during a specific local host agency incident. The Contractor is responsible for all equipment, materials, supplies, transportation, personnel necessary to meet or exceed the Agreement specifications. The resources may be used in the protection of lands, to include but not be limited to, fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative.

CLAUSE 3: AGREEMENT PERIOD
Effective Date as annotated on OF-294 until demobilized by the Incident Command Team (IMT). Agreement is for duration of assigned incident only and is non-transferrable. Effective Date as annotated on OF-294 as verified by the Government Agent. Time will be recorded to the nearest quarter hour worked. Time will be verified and approved by the Government Agent released, as annotated on the OF-294.

CLAUSE 4: PRICING
Rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractors representative attendance at the operational period briefings should also be included. Rate negotiations will follow the prevailing incident agency practices.

CLAUSE 5: 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, as annotated on the OF-294.

CLAUSE 6: 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 quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 7: CHANGES
Changes to Emergency Equipment Rental Agreements (EERAs), OF294 may only be made by the original signing procurement official or his/her authorized representative. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable only for the duration of that incident. The agreement will include name and the point of hire.

CLAUSE 8: ORDERING PROCEDURES
Information provided to the Contractor at time of order:

1. Resource Order Number.
2. Incident Order Number and Name of Incident. Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.
3. Date and time to report to incident.
4. Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.
5. Incident contact phone number for further information.

Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) from point of dispatch. Rate negotiations will follow the prevailing incident agency practices.

8.1 DEMOBILIZATION:
The Incident Commander will determine the priority of demobilization.

8.2 ORDER CANCELLATION:
Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with Payment Provisions.

CLAUSE 9: ADMINISTRATIVE REQUIREMENTS

9.1 INCIDENT BEHAVIOR
It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

9.2 HARRASSMENT FREE WORKPLACE:
Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93- 05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov/.

9.3 FIREARM – WEAPON PROHIBITION:
The possession of firearms or other dangerous weapons (18 USC 930 (g) (2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 1/2 inches in length or a multi-purpose tool such as a Leatherman.

9.4 PERSONNEL REQUIREMENTS:
All Contractor personnel shall comply with Safety Standards. Contractors shall comply with the Fair Labor Standards Act when employing persons under 18 years of age (Ref. 29 CFR 570).

- 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.
- ENGLISH SPEAKING REQUIREMENT. Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

9.5 CONDITION OF EQUIPMENT:
All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to conduct inspections at
any time and reject equipment that is not in safe and operable condition. No payment will be made for time that the equipment was not available prior to incident use or anytime the resource is under hire.

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.

9.6 WORKMANSHIP:
All work under this Agreement shall be performed in a safe manner to a professional 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, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement. Documentation of the rationale for the decision will be documented. The Contractor is responsible for complying with all of the incident or point of inspection or return to the point of hire, or for the time that the resource was not available.

9.7 WORK REST & LENGTH OF ASSIGNMENT:
Contractors shall comply with the 2:1 work/rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24 hour period) as outlined in the Interagency Incident Business Management Handbook (Work/Rest Guidelines). When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander. Contractors are required to provide sufficient food & drink to fully rested. The Government will not pay transportation cost for replacement personnel.

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 (Work/Rest Guidelines).

3. With the Governments 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.

9.8 EMERGENCY INCIDENT DRIVING:
The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH). The Contractor is responsible for complying with all other current Federal, State and Local driving regulations. No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty- day (operational period). 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. 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/responder or public safety issues.

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.

CLAUSE 10: GOVERNMENT FURNISHED SUPPLIES & SERVICES

10.1 LAUNDRY SERVICE:
If the Government provides a laundry service at the incident base camp, the Contractor may utilize the service at no cost.

10.2 CAMPSITE:
A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See Remain Overnight Allowance (RON)).

10.3 COMMISSARY:
When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available.

10.4 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.

10.5 REMAIN OVERNIGHT ALLOWANCE (RON):
Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.

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 reimbursed 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.

- 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.

- If the resource is allowed to return to its home unit location during off-shift time, RON allowance is not authorized. -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 invoice.

10.6 FOOD & DRINK:
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.

- 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.

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

10.7 FUEL:
If procuring fuel at the incident site, the contractor shall do so with a major credit card (Visa or MasterCard).

10.8 REPAIRS:
Reparis 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 determined by the Government and will be deducted from payment to the contractor.

CLAUSE 11: CONTRACTOR FURNISHED EQUIPMENT, SUPPLIES, AND PERSONNEL

Equipment specific requirements, if applicable, will be attached and are considered incorporated in this agreement.

11.1 OPERATING SUPPLIES:
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.

11.2 VEHICLE LICENSING REQUIREMENTS:
- Licensed Units. All Units offered and used under this Agreement shall be licensed and legally operable on all roads. All Units with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds or greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23).
- Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

11.3 TRANSPORTATION VEHICLES:
All transportation vehicles 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 these specifications. All vehicles under this Agreement shall be able to legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

11.4 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. Per FAR 52.247-21 Contractor Liability for Personal Injury And/Or Property Damage (APR 1984).

11.5 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL:
The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment.

CLAUSE 12: PAYMENTS
The host agency for each incident is responsible for payments.

12.1 TIME UNDER HIRE:
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 exceptions.

12.2 RATES OF PAYMENTS:
Payment will be at rates specified and shall be in accordance with the following:
- 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.
- The vendor shall be paid for travel to and from the incident from the Equipment City and State they designated on the OF-294. Vendor must meet date and time needed.
- Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be as per rates specified and, except as provided in the EXCEPTIONS portion of this document, shall be in accordance with the following:
  - Work Rates (column 13) (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.
- Special Rates (column 14) shall apply when specified.
- 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 15.
- If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be net less than one-half the amount specified in column 15.
- The guarantee is not applicable to equipment hired under the Daily rate.
- If equipment is transported under its own power, it is compensated under the Daily rate.

12.3 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) units of the assigned shift, performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee (if applicable) earned, whichever is the greater amount.

12.4 EXCEPTIONS:
- 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 portion 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. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.
- If the Contractor withdraws resources prior to being released by the Government, no further payment will accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- 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 within 24 hours, may be considered as being withdrawn by the Contractor in accordance with above guidance with the exception that the Government shall pay return travel. The Government shall calculate travel 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.
- No payment will accrue when the contractor is off shift in compliance with the mandatory Work/Rest and Length of Assignment provisions.

12.5 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.

CLAUSE 13: INVOICING PROCESS
The Contractor shall have one copy of the complete Agreement for the assigned incident.
- 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 Contractors time on an Emergency Equipment Shift Ticket (OF-297). The Government and the Contractor representatives will sign the OF-297 verifying the
hours worked daily. Each operators name shall be listed on the shift ticket.

- The incident will submit a payment package including original invoices, a copy of the OF-294, a copy of resource order (if required for payment), 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. See Payment Office Information for invoice payment contact information.

**CLAUSE 14: ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS**
The Government considers operators as fire line personnel who will use and wear specified articles of personal protective equipment. The following mandatory items (fire line personnel only) may be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (Either Nomex or chrome tanned leather; (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp;
3. Other items may be issued by the Government.
4. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.
5. 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.

**CLAUSE 15: LOSS, DAMAGE, OR DESTRUCTION**
For equipment furnished under this EERA 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.

For equipment furnished under this EERA 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.

**CLAUSE 16: ASSIGNMENT OF CLAIMS**
Assignment of claims is not authorized.

**CLAUSE 17: CLAIM SETTLEMENT AUTHORITY**
For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

**NOTE:** THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.