PACIFIC NORTHWEST SUPPLEMENTAL TERMS AND CONDITIONS TO EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA)

In addition to the General Provisions to Emergency Equipment Rental Agreements (EERA) Form OF-294, the following supplemental provisions shall apply to the administration and enforcement of EERAs for Federal Agencies in Region 6. **Penalty for making false statements to the Government is described in 18 U.S.C. 1001**.

By signing the agreement the contractor acknowledges the adverse conditions that equipment will be operated in during fire support and suppression activities that are reflected in the awarded rates.

Warranted procurement personnel in Oregon and Washington are authorized to place orders under this agreement.

1. **FUEL**

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

2. **HEAVY EQUIPMENT/TRANSPORTS**

   Heavy Equipment that has one operator for the transport and the Heavy Equipment will be paid at 65% of the rate for the transport minimum daily guarantee.

3. **SERVICE VEHICLES**

   The rate of pay shown for heavy equipment includes service vehicles. No additional payment will be made for a service vehicle (or operator) that accompanies the heavy equipment to the incident.

4. **PILOT/FLAG VEHICLE(s)**

   If a pilot/flag vehicle(s) is/are required by law during transportation of heavy equipment, no additional payment will be made for this vehicle or operator.

5. **POTABLE WATER**

   Contractor shall meet the current National Interagency Fire Center potable water standards as described in the National Potable Water Truck Solicitation.

6. **FUEL AND FUEL TRUCKS**

   (a) Fuel Vendors are required to accept major credit cards for payment of fuel at the work site. Other methods of payment may be used at vendor's discretion.

   (b) Should circumstance preclude the vendor from using the credit card system the following shall apply:

Fuel dispensed shall be documented on fuel and oil issue logs or fuel and oil issue tickets (form OF-304) and turned into the incident finance section for payment. Fuel shall be billed to the administrative office for payment as per the emergency equipment use invoice (block 9).

(c) No payment will be made for refueling trucks (either bringing fuel to the dispensing truck or driving the truck to the bulk plant) or spill containment requirements.

(d) Fuel trucks shall have multi-fueling capability with two separate nozzles, one for gas and one for diesel.

(e) Fuel prices will be established at the current local commercial rate.

(f) All federal and state requirements shall be met when dealing with hazardous materials.

7. FIRST AID/EMERGENCY EVACUATION ACCIDENTS

The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Contractor. If contractor personnel are injured on the fire line, the Government, at Contractor expense, may evacuate the injured person(s). If Contractor personnel become ill or are injured and require transport to a medical facility/hospital, the costs may be at the Contractors expense.

8. GREY WATER DISPOSAL

Upon approval and documentation, in writing, of a disposal of grey water disposal process by the Contracting Officer, the Government may reimburse the Contractor or the disposal facility for the costs associated with the disposal of grey water in accordance with the documented grey water disposal agreement. If costs are associated with the disposal process the Contractor shall provide an invoice verifying the date, time, and amount of grey water disposed of.

9. SEVERITY

(a) Severity Activity pay will be 75% of the Daily Rate

(b) Length of shifts under Severity Activity will normally be 10 hours or less, including travel and excluding lunch break. The intent of this assignment is to have the equipment and operator on location and prepared for suppression activities. Shifts exceeding 10 hours will be paid at the daily Rate.

(c) Specific funding is provided for Severity Activities. This is a condition which the Government has concluded a severe threat of wildland fire exists and Government at the Regional Forester level (or equivalent level for other PNWCG agencies) has determined that it is necessary to preposition resources because of imminent danger of fire.

10. EQUIPMENT RENTED BY THE DAY, WEEK, AND MONTH

Payment will be made at the rate (daily, weekly, monthly) that is the most advantageous to the Government. For payment purposes, the payment computation will start over after each 7 day period and after the 30th day for any period of time under hire.

11. SHOP (SERVICE) TRUCK/MECHANIC WITH TOOLS BILLING RATE

Hourly rate for billing purposes for work completed on vendor related equipment is $90.00 per hour plus parts.

12. INCIDENT DRIVING LIMITATIONS

In conjunction with the incident driving limitations specified in Chapter 10 of the Interagency Incident Management Handbook:

No driver will drive more than 10 hours (behind the wheel) within any duty-day.

b. Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving (behind the wheel) 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:

i. accomplish immediate and critical suppression objectives, or
ii. 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 drivers 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.