General Clauses applicable to all IBPAs are on pages 1-4. Resource/Equipment specific clauses start on page 5.

C.5 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.

C.7 52.247-21 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.6.5 DISPATCHING PROCEDURES

D.6.5.1 When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch priority list. Contractor shall check in at the assignment at the time agreed upon when dispatched.

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.6.5.3 At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident.

D.6.5.4 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.6.7 WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT

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.

To mitigate exceeding length of assignment guidelines and manage the days of rest, the Government has the option to:

a. 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.

b. Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Interagency Incident Business Management Handbook.

c. 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).

* These are abbreviated clauses for payment purposes only. The complete agreement with additional terms and conditions can be found at: http://www.fs.fed.us/business/incident/

D.7 PROPERTY

D.7.1 ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

D.7.1.1 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).

D.7.1.2 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.17 INCIDENT PRE-USE INSPECTION
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 will perform inspections.

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.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 re-inspected at the government’s convenience (See D.21.8.3(c)). Repeated notices of noncompliance may be grounds for cancellation of the Agreement.

D.21 PAYMENTS

SEVERITY RATES

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.

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)

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 reimbursable as documented.
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 dispatch 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 OF-286 Emergency Equipment Use Invoice.

D.21.6 FOOD & DRINK
Contractors are required to provide sufficient food & drink to support their employee(s) while in travel status and the

* These are abbreviated clauses for payment purposes only. The complete agreement with additional terms and conditions can be found at: http://www.fs.fed.us/business/incident/

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.

D.21.7 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 D.21.8.

D.21.8 PAYMENTS
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.

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.

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. 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.
b. 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.

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:
- i. accomplish immediate and critical suppression objectives, or
- ii. address immediate and critical
- iii. 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. 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.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.

* These are abbreviated clauses for payment purposes only. The complete agreement with additional terms and conditions can be found at: http://www.fs.fed.us/business/incident/

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.21.9 INVOICING PROCESS

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 operator's name shall 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), and transmittal sheet to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

* These are abbreviated clauses for payment purposes only. The complete agreement with additional terms and conditions can be found at: http://www.fs.fed.us/business/incident/

** Fuel Tender Specific Clauses **

D.2.1.2 Equipment Requirements:

(a) Fuel Tender shall be fully registered as a commercial vehicle and be current with all DOT, EPA and state inspection requirements.

(b) Fuel Tenders shall provide a qualified operator for each shift ordered.

- Fuel Tender dispensing system shall have a separate dispensing system for each product offered. The Contractor shall provide diesel and unleaded fuel.
- Fuel Tender shall contain a certified meter to measure accurate deliveries.
- Spill containment kits that are applicable to mobile fuel dispensing vehicles must meet state and federal hazardous materials containment requirements.

D.2.1.6 Operational Requirements

(a) The Contractor shall provide a properly trained and licensed operator to manage the daily operations of the fuel tender. The Contractor shall be responsible to provide fuel for the incident in a safe and efficient manner.

(b) Contractors shall be able to accept all major credit cards for payment of fuel and providing receipts for sales at the incident. If camp location precludes the use of credit cards, the Contractor shall complete the Emergency Equipment Fuel and Oil Issue tickets, OF-304, and reconcile them with the finance section on a daily basis.

1. Per gallon price will be established at the time of hire (include consideration for credit card surcharges if applicable). Per gallon prices shall be displayed in a visible fashion.
2. No separate payments will be made for nursing tender or spill containment kits or structures.
3. Off-road diesel fuel shall not be dispensed by the fuel tender.

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. 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.

b. Double Shift equipment is staffed with two operators or crews (one per shift). 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. 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.

c. 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.

* These are abbreviated clauses for payment purposes only. The complete agreement with additional terms and conditions can be found at: http://www.fs.fed.us/business/incident/