

Purpose

The purpose of this briefing paper is to provide an abbreviated reference that highlights the boiler plate requirements that are inherent in 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 the vendors bid their equipment on a daily rate that is estimated between 12 – 16 hours. Contract employees are paid either by 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 to meet the 2:1 work/rest guidelines. Shifts exceeding 16 hours shall be approved by the Incident Commander.

Wear and Tear

The extreme environment that Contractor's equipment is subjected to may be beyond what is normally experienced. 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 which 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 successor Contracting Officer may process unresolved claims by the Contractor. A successor Contracting Officer is any Contracting Officer acting with 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.

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.

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 to have insurance to pay for damaged equipment and the Government is not liable unless the damage resulted from a Government employee's action.

Water Handling Agreement: 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 tenders) may be required to work away from their equipment and perform other incident duties. They are required to have the appropriate line gear and meet the appropriate training requirements.

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 we 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 line going contractor personnel shall have the proper PPE (two sets nomex) and PPE shall be worn upon arrival at the incident.

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: chaps that meet USFS Specification 6170-47 or later/certified NFPA 1977, extra chain, combination bar/spark plug wrench, chain file, felling axe, felling wedge, hearing protection and a DOT approved fuel container meeting the standards in NWCG PMS442. The chainsaw may be used for the clearing of access routes and emergency escape routes. The personnel shall not perform as 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). 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. Frequencies may be installed by the Government at the incident. At least two fully charged battery packs per radio is required at the beginning of each shift. 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 Qualification Cards.

<u>Engine</u>	<u>Tactical WT</u>	<u>Support WT</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 Fire Fighter the government may elect to retain the resource and \$300.00 will be deducted from the daily rate. This is the Government's option and not the Contractor's. The Engine must always have a qualified ENGB.

Position Task Books

Government employees may sign off individual trainee accomplishments on a PTB, but they shall not sign off a contractor employee as meeting all the requirements of the position.

Travel Times

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, incident to incident, or incident to point of hire) by average travel speed of 45 mph, plus applicable rest time. The Contractor is expected to meet estimated arrival times on the resource order. If there is a large discrepancy it should be documented and may warrant further action.

Emergency Incident Driving

The Contract shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook. The Contractor is responsible for complying with all other current Federal, State, and Local driving regulations.

Work/Rest, Length of Assignment, and Crew Change Out

Contractors shall ensure that their personnel adhere to the Work/Rest guidelines (minimum 2:1 work to rest ratio). 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 the 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, 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 designate by a Government representative to bring the resource 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 batteries for radios and headlamps.

Contractor Hose and Compliment

When the Government requires the Contractor to leave Contractor-owned hose and/or complements on an incident, the Government will provide the Contractor with Form AD-107 Report of Transfer of Property (or equivalent) to transfer the Contractors property to the Government.

In the case of reassignments, the Contractor shall present the form to the supply unit at the incident who will loan the Contractor Government furnished hose and/or complements. This will be done to ensure that the Contractor maintains viability (the ability to continue operations) at the reassigned incident. At the time of demobilization to the Designated Dispatch Point, all accountable/durable property shall be returned to the government.

If the resource is being demobilized, no government hose or complement is issued. The Contractor may present a signed AD-107 form to the Incident Procurement Unit Leader or Contracting Officer. The amount of reimbursement will be negotiated and may be paid as an adjustment to the invoice.

Laundry Service

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

Contractor's Representative

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for all agreements. 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. Problems with invoices should be resolved 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, Medical Coverage, and Emergency Evacuations

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.

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 resource does not pass inspection at the incident or designated inspection station, it is considered non-compliant. 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, point of inspection, return to the point of hire, or for the time that the resource was not available. The Contracting Officer or Contracting Officer Administrator shall be notified immediately of any Contract equipment that does not meet specifications and cannot be repaired or brought back into compliance. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

If any employee or crew is terminated, quits, or is 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.

Workmanship

The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, unprofessional, 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 of the noncompliant personnel. Documentation of the rationale for release will be provided to the CO after the action. 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.

Performance Evaluations

The evaluation will be completed at the incident by the government representative supervising the work. The Government representative will review the performance evaluation with the Contractor,

record Contractor comments, and obtain the Contractor's signature acknowledging completion of the evaluation. The contractor shall receive a copy and submit a copy to the Incident Finance Section (for distribution to the Contracting Officer). Notify the Contracting Officer or Contract Administrator immediately of any poor performance or unacceptable behavior.

Briefings

All operators shall attend operational period briefings. This is included in the 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 attend briefings. Those crew bosses/crew members 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 \$90 per hour plus parts and will be deducted from payment to the contractor.

Remain Overnight Allowance (RON)

Contractors are not paid per diem or lodging expenses to and from incidents. 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 can not provide a campsite after the first shift worked, the Government will pay actual lodging expense 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. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

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.

Payments

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

Mileage

Usually mileage is included in the daily rate, however in some agreements mileage shall apply. Vehicle with Driver is paid both a daily rate and mileage. Transports will be paid either mileage or daily rate, whichever is greater.

Driver Hour Limitation

Contractors are to follow the same driving limitations as agency personnel. No more than 10 hours per 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. Vendor must meet date and time needed.

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. (i.e. CAFFS). 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.

Payment 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 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.

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.

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.

Invoicing

After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use of the resource. Time will be recorded to the nearest quarter hour worked. The Government will verify the Contractor's time on the Emergency Equipment Shift Ticket (OF-296). The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operator's name(s) shall be listed on the shift ticket.

Replacement of Resources

At the discretion of the CO the award may be modified to replace resources with an equal or better resource at any time without change to the agreement rates or position on the Dispatch Priority List. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use. 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.