

## Chapter 6 – Equipment Acquisition

### INTRODUCTION

This chapter contains information regarding equipment procurement and obtaining emergency services in support of fire suppression operations. Various methods are discussed including Master Agreements (MA's), Services, and Emergency Equipment Rental Agreements (EERA's). Suggested State of Alaska (SOA) Equipment Rates are provided. Procurement and purchasing authorities are discussed in Chapter 14. Hiring of Cooperator Fire Department apparatus is discussed in Chapter 7 of the AIBMH. Hiring of Cooperator Fire Department non-apparatus falls under this chapter. Land Use Agreements are discussed in Chapter 16. For Aviation hiring, refer to <http://forestry.alaska.gov/aviation/rental>.

### ETHICS IN CONTRACTING/CONTRACTING WITH EMPLOYEES OR EMPLOYEE'S IMMEDIATE FAMILY MEMBERS

The State prohibits an employee from using, or attempting to use, an official position for personal gain (AS 39.52.120, 150). An employee or employee family member(s) may not be party to, or have interest in, a state contract if the employee may take or withhold action on the contract. Furthermore, procedures for awarding contracts should ensure fairness to all potential offerors and provide equal opportunity. It is each employee's responsibility to report to their designated supervisor a personal or financial interest in a contract that is awarded, executed or administered by the agency in which the officer serves.

### FORESTRY PROVISIONS FOR CONTRACTING WITH EMPLOYEES OR FAMILY MEMBERS

The Division of Forestry (DOF) and Fire Protection prohibits Forestry employees from contracting with the DOF Fire Protection. Only as a last resort may an employees' immediate family members' equipment be hired. This requires pre-approval from the Regional Fire Management Officer (FMO).

Contracting with a Forestry employee's immediate family member will be prohibited unless both conditions below are present.

1. Reasonable attempts (including contacts with vendors not on preseason vendor lists) have been made by the administering office to acquire similar equipment or services, with documented evidence of those efforts, and
2. The Forestry employee related to the contractor does not take official action or have influence related to the contract.

Any order for a Forestry employee's immediate family member must be pre-approved by the Area FMO and Regional Forester. The following process and approvals are required to contract with a Forestry employee's immediate family member:

1. A [Contract Exception Form](#) (Form 1) is completed by the administering office and submitted to the Area FMO and Regional Forester.
2. The Area FMO and Regional Forester determines if conditions are met and reviews for potential or appearance of improper influence.
3. Based on the information provided, the Area FMO and Regional Forester approves or disapproves the request or requests further review by the Department of Natural Resources (DNR) Ethics Officer.

If approved, the contract services may be ordered. Contract exception documents will be filed with the EERA or contract file. In order to avoid the appearance of favoritism in contracting, receiving offices should make every effort to release first the contractors hired under contracting exceptions.

The Area FMO or Regional Forester may request determinations from the DNR Ethics Officer by forwarding the Contract Exception Form through the Department Procurement Officer to the Department Ethics Officer. These forms are available through Administrative Staff.

### Definitions

#### Immediate Family Member

- a) The spouse of a Forestry employee.
- b) A person cohabiting with the Forestry employee in a conjugal relationship that is not a legal marriage.
- c) A child, including a stepchild and an adoptive child, of a Forestry employee.
- d) A parent, sibling, grandparent, aunt, or uncle of a Forestry employee.
- e) A parent or sibling of a Forestry employee's spouse or conjugal partner.

#### Receiving Office

The Area or Unit that requests and utilizes the contract or service.

#### Administering Office

The Area, Unit, or Staff that identifies the resource and/or orders the equipment or service from the vendor.

#### Field Hire

Equipment typically procured by resources in the field that is not listed in OLAS; documentation must be sent to hiring officials to finalize the hiring.

#### Fire Hire

Equipment that is listed in OLAS but is not Innovative Procurement Plan Compliant or equipment that is field hired.

#### Forestry Employee

Any State of Alaska Forestry employee, including EFF.

#### Innovative Procurement Plan (IPP)

Equipment listed in OLAS; equipment is Compliant if it meets all the licensing and insurance requirements, it is Non-Compliant if it does not meet all the requirements.

#### Master Agreement (MA)

Agreements procured through the DNR or the Department of Administration with commercial businesses to supply services such as rental vehicles or porta-potties.

## EQUIPMENT PROCUREMENT

### Rental Vehicles

The Division often hires vehicles from rental car companies when setting up vehicle pools such as Transportation or Ground Support Units. Also, rental car companies are frequently used to support IMTs with specific vehicles.

May be procured through Statewide or Forestry-specific Master Agreements (MA), National Emergency Rental Vehicles (NERV) (Reserved via dispatch only) or through the On-Line Application System (OLAS) Innovative Procurement Plan and Fire Hires. Use of rental cars must be authorized by the incident and documented on a Resource Order.

Authorization to use a rental vehicle must be on the person’s Resource Order and must be approved by the Incident Commander (IC) or the Area Forester of the receiving unit.

There are several options to rent vehicles in Alaska. Unless otherwise specified, the minimum age requirement to operate a rental vehicle is 18. The operator is responsible to drive the vehicle in a safe manner within the limits of the operator’s and the equipment’s capabilities

- 1) Division of Forestry Vehicle Rental Master Agreements (MA). The ordering Dispatch office will order vehicles for IMT’s. Coastal or Northern Transportation Unit will create packets, perform inspections which will travel and remain with the vehicle. Some 4 X 4 vehicles are available. These contracts ARE NOT mandatory. Copies of these agreements are located on the Division of Forestry Internal web page:
  - Alaska Auto Rental Inc.
  - Avis Rental
  - Delta Leasing LLC
- 2) SOA Rental Vehicle Agreements. Non-mandatory contracts in place for Anchorage, Fairbanks, Kenai, and Juneau. These vehicles are limited to use in non-fire settings, i.e. Dispatchers and others who work away from ICP’s/fireline. Contract is with Budget Rent A Car. Information may be found on the SOA Department of Administration Division of General Services website.
- 3) National Association of State Procurement Officers (NASPO): To use a NASPO contract, the state must sign a Participating Addendum (PA). Alaskan PAs are in place with Hertz, National, and Enterprise.

| VENDOR              | PRICE AGREEMENT NUMBER | PARTICIPATING ADDENDUM | PA SIGNED |
|---------------------|------------------------|------------------------|-----------|
| Hertz               | 9409                   | 2020-RENT-0001         | Yes       |
| Enterprise/National | 9408                   | 2020-RENT-0002         | Yes       |

- These vehicles can be rented through the normal on-line booking process ([eTravel](#)). These vehicles are limited to use in non-fire settings, i.e. Dispatchers and others who work away from ICPs/fireline.
  - Operator must be at least 21 years of age if the vehicle can carry 10 or more personnel, including the driver.; 25 years old to rent 12- and 15- passenger vans.
- 4) National Emergency Rental Vehicle (NERV):
- NERV vehicles can be used if one of the conditions below is true:
    - i. Vehicle will be driven off road.
    - ii. A Sport Utility Vehicle (SUV) or 4x4 pickup is required to meet the needs of the incident.
    - iii. The vehicle will be managed by Ground Support Unit or Regional Transportation units and utilized by multiple resources.
    - iv. The renter is not self-sufficient or able to procure the vehicle needed for the assignment through an agency travel reservation system.
  - All NERV rental vehicles must be ordered through Dispatch via the NERV website.
  - Rental requests are made electronically through the NERV website [NERV website](#) with a valid Resource Order.
  - Alaska Interagency Coordination Center NERV Standard Operating Procedures: [AK ICC NERV Standard Operating Procedures](#).
  - Must say “NERV rental authorized” on Resource Order.
  - Operator must be at least 18 years of age.
- 5) Online Application System (OLAS): Rental companies without MAs and private citizens may register their vehicles through the OLAS process. See the On-Line Application System (OLAS) section of this chapter for additional information.

Pre-inspection of rental vehicles is to be conducted when the equipment is picked up at the vendor’s location or delivered by the vendor and the post-inspection done when the equipment is released.

*When hiring equipment from rental car companies, the person signing for the equipment should decline any insurance coverage as the State is self-insured. At the end of the rental term, the vehicle will be returned with the same amount of fuel that was in the tank when it was received. The vehicle should be returned in clean condition as some rental car companies charge a high rate for cleaning (sometimes more than \$200 per vehicle). The Division will be charged \$50 when an unwashed vehicle rented using the MA process is returned to the vendor.*

If a rental car is authorized on the individual overhead’s Resource Order and the vehicle is on the overhead’s government credit card, they become the sole user and are responsible for the vehicle while on the assignment. The incident may provide fuel for the vehicle using the overhead order as the reference, but the vehicle remains assigned to the individual. The vehicle is to be fueled and cleaned before returning the vehicle to the vendor. The final paperwork is processed by the individual as part of their Travel Authorization process.

### Cars Rented In-Area

If a rental car is ordered by an Area that has a local rental car agency, the Area is responsible for picking up the vehicle, conducting the sign up and release inspections, creating the equipment packet, maintaining shift tickets, and returning the vehicle to the vendor. Once an invoice is submitted by the rental car agency, the local Area will process and submit the packet for payment (if \$10,000 or less) or to the appropriate Regional Office (if more than \$10,000).

### Rental Pool Vehicles

For vehicles going to an incident or Area office, a shift ticket will be started and included in the equipment packet that goes with the vehicle to its assigned location. When returned to the Coastal or Northern Transportation Unit, the vehicle will be cleaned and fueled, and returned to the vendor. The packet will be completed and submitted to the appropriate administrative office. Once the vendor submits their final invoice, the invoice will be processed for payment.

### MA Equipment Packets are BLUE and include:

- The rental car company contract.
- Rental car company inspection diagram card OR a copy of the [Vehicle/Heavy Equipment Safety Inspection Checklist \(the pre-use inspection\) OF-296 front](#) (Form 3) to include marking the relevant diagrams on the back side of the form showing any damage upon receipt of the vehicle.
- [Emergency Equipment Shift Ticket \(OF-297\)](#) (Form 4) showing the date/time of hire.
- Copy of the Resource Order.
- [Finance Section Cost Form](#) (Form 8).

Ground Support Section will track pool vehicles, maintain shift tickets, process any damage paperwork (with Finance Section), provide the [Finance Section Cost Form](#) (Form 8) to COST, and ensure that the vehicle and original packet are returned to the Mobilization Center or Transportation Unit that originally hired the vehicle. The Finance Section will track costs and assist with any damage paperwork. Copies of time records are to be kept in the final fire package.

If a MA rental vehicle is assigned to an individual, they are responsible for the tracking and providing the Cost Form to the Finance Section COST.

If a rental vehicle becomes inoperable, the rental company must be contacted to let them know it has been taken out of service and given the option to replace or repair the vehicle. The rental company must be contacted to authorize repairs prior to the repairs being made.

NERV: rented per the criteria listed on the [NERV website](#).

Vehicles hired from rental car companies are hired without drivers and the state will pay for fuel and oil while the equipment is under hire. Shift tickets will be kept on rental cars to document charge codes for vehicles used on multiple incidents and to document when vehicles are out of service for mechanical reasons. The rental company must be contacted to authorize repairs prior to repairs being made.

The NERV rental Equipment Packet will include:

- NERV Payment Cover Sheet.
- A copy of the Resource Order noted with approved NERV rental.
- Enterprise Rental Agreement (from Enterprise when vehicle is picked up).
- Copy of Inspection from Ground Support or Transportation unit (only if there was inspection done-not required).
- All documentation of Damage (include photos, report, accident report and contact names and numbers).
- Remit the completed packet to the NERV address listed on the Payment Cover Sheet. Packet can be submitted by the renter or their Admin staff.

**AUTHORIZATION TO USE PRIVATELY OWNED VEHICLE (POV)**

Occasionally, personnel are given authorization to use a privately-owned vehicle (POV) on an incident, usually when there are major rental car shortages. **Authorization to use a POV must be on the person's Resource Order and must be approved by the Incident Commander (IC) or the Area Forester of the receiving unit.**

Authorization to use POV's is rare. If an employee elects to drive their POV, when other means of transportation were available, the employee will receive no reimbursement for the POV.

If a POV was authorized, the POV should be used for official business only, and the owner of the POV is responsible for carrying insurance and paying for their own fuel. The employee must file a mileage claim to get reimbursed for the use of their POV and in no case shall the state sign up the employee's vehicle under an [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2). An employee usually needs to use their POV to get to and from their assignment. Once on the assignment, the employee should be cost effective and ride with others or use vehicles assigned to the incident, where possible.

**USE OF ATV's/UTV's**

ATV's/UTV's may be hired through an [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) or with an agreement with a commercial company. If hired through an [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2), see that section for information. If with a commercial company, check the agreement.

Due to the ongoing high number of claims for damages to All Terrain Vehicles (ATV's), and Utility Task Vehicles, or sometimes Utility Terrain Vehicles (UTV's) the following procedures have been developed to reduce damages and tighten up property management.

**Resource Ordering**

The person ordering the ATV's/UTV's needs to specify who the equipment will be issued to. This could be the Ground Support or Facility Unit Leader if the equipment is to be used in logistics, or the Operations Section Chief or Division Supervisor if the equipment will be assigned to Operation. The IC could elect to have the equipment issued in their name. At no time can 3-wheelers be hired.

1. [Daily Field Inspection Tag \(Form 7\)](#)

ATV's and UTV's will be inspected daily on a field inspection tag which is attached. The primary goal is to have the operator consciously look at the equipment before they ride off without ever paying attention to deteriorating condition of the equipment. The tags will be zip-tied to the equipment and completed tags will be kept in the equipment packet.

2. [ATV/UTV List of Driver/Operator Responsibilities](#) (Appendix F)

Everyone operating ATV's/UTV's must do so in a responsible manner and should exercise due care when operating in rough terrain. The copy of the [ATV/UTV List of Driver/Operator Responsibilities](#) (Appendix F) will be signed by incident personnel prior to operating the equipment. The goal is for everyone to take more responsibility for the condition of the equipment so that ATV's/UTV's will continue to be a useful tool for field personnel. Management personnel on the incident should determine who should be the authorized user of the equipment.

ATV/UTV Damage

Damages are to be reported immediately to the incident supervisors and the operator or incident personnel should take photos of the damage. On larger incidents, the Safety Officer may need to do an investigation. This investigation could be conducted by the Area or even the incident on fires without Incident Management Teams. Information on the claims process is found in Chapter 11.

In addition, a three-person board shall review all damage claims related to ATV's/UTV's and determine if operator negligence was involved. This could result in a letter being sent to the operator's home unit supervisor or some other appropriate action. This could also result in the repair costs coming from the Area budget rather than being charged to the incident. The Area needs to instill a sense of responsibility within their personnel and a cultural change needs to take place regarding individual responsibility. The review board would be formed by the State Fire Support Forester and shall include an unaffected Area FMO, a mechanic, and the Transportation Manager in Palmer or Fairbanks. When a claim or notification of damage is received, the review board needs to make recommendations within 21 days. The review board does not need to formally meet in person but may share the information electronically and could meet telephonically. Letters notifying the unit supervisor that damages occurred due to an employee's negligence or recommendations indicating that the Area will need to pay for damages will be routed through the Regional Forester.

**HIRING EQUIPMENT AS A SERVICE**

A hiring office can determine if it would be more appropriate to hire equipment as a service or under an [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2). Services can be obtained from commercial vendors and can include such things as point-to-point transportation or delivery of supplies and personnel, rental of office equipment, dumpster services, installation of power and telephones, computer rentals, and rental of portable toilets. Portable toilets and hand wash stations are contracted through MA's.

Services can be obtained by issuing a supply order number (S-number) and obtaining a copy of the written contract with the vendor that includes the rates that will be paid. Sometimes special provision rates for services such as point-to-point hires are stated within an [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2). In this case, a copy of the pertinent EERA would provide the documentation needed as backup for the vendor-provided invoice paid as a service on an S-number.

The vendor would be contacted to ensure that they could meet the desired delivery and can provide the service at the **agreed-upon rate which shall be documented on the Resource Order**. Any documentation or notes of conversations between the vendor and the state should be noted on the Resource Order.

An S-number is issued for a company to provide portable toilets with servicing to an incident. Subsequent portable toilets can be ordered using the same S-number, and a complete documentation package must be maintained showing number of units in service on each day, a copy of the Resource Order, daily [shift tickets](#) (Form 4) that show the rental fees, servicing/pumping fees, any additional fees such as relocation fees, and a copy of the contract.

As the incident begins to wind down, portable toilets are often removed incrementally; this needs to be shown on [shift tickets](#) (Form 4). This process may also be used for dumpster services.

Most of the paperwork requirements outlined in Hiring Equipment Under an [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) would apply to this section with the following exceptions: executed vendor contract may be substituted for [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2); agreed-upon rate will be listed on the Resource Order; mobilization inspections are not required; [Emergency Equipment Use Invoice Form OF-286](#) (Form 9) may be used as backup documentation, but vendor is required to submit an invoice; and final equipment packet is forwarded to the billing office to be “married up” with the vendor-provided invoice.

### Point-to-Point Hires

Default hiring method. The vendor arranges transport and payment is posted to the hired equipment’s [Emergency Equipment Use Invoice Form OF-286](#) (Form 9). When an S-number is issued for point-to-point transportation, formal vehicle inspections are not required except for buses. The State does not provide fuel for equipment hired under an S-number for point-to-point transportation. The State does not accept damage claims for point-to-point hires. It is recommended that an inspection for buses be conducted regardless of the method of hire because of the liability of carrying a busload of firefighters or overhead personnel. Equipment hired to provide point-to-point transport of personnel or heavy equipment will be paid on a suggested daily rate if they are under hire for six hours or more in a calendar day. The contractor will receive half the suggested daily rate if they are under hire for less than six hours. No inspection of transport is needed.



## **HIRING EQUIPMENT UNDER AN EERA**

All procurement of equipment for incident use shall be covered by a rental agreement prior to use. [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2), and the State of Alaska [EERA Conditions of Hire](#) (Appendix B) shall be used.

The Vendor and the State both sign the [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) and the Vendor signs the [Conditions of Hire](#) (Appendix B).

[Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) are valid only for the length of the assignment.

Most heavy equipment is hired with operator. The Vendor is then responsible for their own liability, maintenance, and damage in most cases. The Vendor is also responsible for their employees' payroll and worker's compensation claims. *It is essential to ensure the operator provided with equipment is not also being paid as an Emergency Firefighter (EFF).*

Most pickup trucks, skid steer loaders used as forklifts, forklifts, and four wheelers are hired without operators. State employees and incident personnel operate the vehicles.

## **On-Line Application System (OLAS)**

The majority of equipment is ordered through OLAS. Equipment entered in OLAS falls under an Innovative Procurement Plan (IPP) approved through the Department of Natural Resources (DNR) Procurement Office. Equipment in OLAS may be considered compliant or non-compliant under the IPP. Compliant equipment must meet certain criteria regarding licensing and insurance. Non-compliant equipment in OLAS or equipment hired in the field is considered to be a Fire Hire. Each piece of equipment must have documented on the [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) and Resource Order if it is IPP Compliant, IPP Non-Compliant, or Field Hired.

In general, Vendors who rent equipment with operator must carry adequate commercial liability insurance to protect the Vendors and the State from loss arising from the performance under an order for service.

To be IPP Compliant the Vendor must possess:

- All necessary licenses (including business license) and permits required by state and federal regulations.
- Adequate liability insurance, when hired with operator (minimum of \$300,000 combined single limit per occurrence, however; for passenger-carrying buses, the minimum amount of liability insurance is \$1,000,000.00 combined single limit per occurrence) suitably protecting the Vendor and the State against potential losses arising out of performance of an order for service.
- Worker's Compensation (Vendor must get a waiver from the Department of Administration, Division of Risk Management if this is not in place even if the Vendor has no employees).
- Stand-alone transport Vendors are required to carry an additional \$1,000,000 commercial motor carriers' insurance to cover damage to the transport and transported equipment.

The Vendor must upload copies of all documents in OLAS to be IPP Compliant.

## **INDEMNITY & INSURANCE (See Appendix E)**

Equipment owners or their designees (Vendors) enter their equipment and agree to the suggested rate or enter their own. Equipment with rates higher than the suggested rate should be hired last and released first, unless a compelling reason exists. The password protected system allows a Vendor to add, edit, or delete equipment. OLAS is used by Dispatchers to search for and hire [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) equipment after speaking with the vendor to ensure the equipment and personnel are able to meet the desired delivery timeframes.

**Only the legal owner of the equipment or the individual with the legal right to provide the equipment can put their equipment on offer.**

The link Vendor’s use to access the OLAS is: <https://dnr.alaska.gov/olas/>. Dispatchers and other state employees access an OLAS administrative site by using their DNR login username and password. The administrative site is: [Register for OLAS](#)

## **FIELD HIRING OF EQUIPMENT**

Preference should be given to Vendors from OLAS first that are IPP Compliant, second to IPP Non-Compliant Vendors. However, field personnel have the ability to hire equipment on-site that meets the immediate needs of the incident. For equipment not hired through OLAS (Field Hire) an EERA form and Conditions of Hire can be found online at <http://www.forestry.alaska.gov/equipment.htm>. If EERA forms are unavailable, they may be obtained from the local Area, or the forms may be copied from the back of this chapter. A signed agreement must be in place before any equipment is put to work.

### Field Hires

1. The IC has the ability to hire equipment in the field and should use the current Equipment Hiring Package (available at the website <http://www.forestry.alaska.gov/equipment.htm>) that includes the [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2), the State of Alaska EERA [Conditions of Hire](#) (Appendix B), and the current year suggested [Equipment Rate Chart](#) (Appendix A). The Remarks section must note that the equipment is Field Hired. **Equipment that is hired at a rate higher than the State suggested rate should be replaced as soon as possible.** The IC/operations staff should try to hire the Vendor’s equipment at the State suggested rate.
2. A pre-hire inspection should be conducted at time of hire and any “pre-existing” damages should be documented. The IC/operations staff should use good judgment and not hire equipment that is unsafe, defective, or operated by minors or inexperienced operators. The IC/operations staff should document any actions to avoid claims for damages or wages, and in no case, encourage the filing of claims or make promises to Vendors regarding benefits or remuneration outside the scope of the agreed upon rates.
3. If the temporary offer exceeds the suggested rate, the equipment should be replaced with another Vendor who has agreed to the State suggested rate. The local Area Forester needs to document any decision regarding the use of equipment that exceeds the suggested rates. In remote locations, it may be impractical or cost-prohibitive to replace temporarily hired equipment.

4. When an IMT field hires equipment, the Ordering Manager will submit an order to the Jurisdictional Dispatch Office, with “Filled Locally” and all pertinent information regarding the Resource Assigned.
5. Sometimes field hired equipment may have been engaged in initial attack suppression efforts and an inspection was not conducted. A pre-use inspection should be conducted as soon as possible and any pre-hire damages should be noted by incident personnel. Incident personnel should take pictures of field hired equipment using their phones or tablets if a camera is not available to document any pre-existing damages or general conditions of the equipment. The photos should be printed and kept in the vehicle equipment package.

### **DEVELOPING THE EQUIPMENT HIRE PACKET**

The local Area puts together the Equipment Hire Packet for equipment hired in-Area. The Mobilization Center, the Coastal Transportation Unit, and Northern Transportation Unit will create the Equipment Hire Packets for their use or non-local Area use and keep a copy. The Ground Support Unit and Finance Section of an IMT completes any Equipment Hire Packets for equipment hired on the incident.

The Equipment Hire Packet will include:

- Copy of [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) (original for field hired equipment).
- Copy of [Vehicle/Heavy Equipment Safety Inspection Checklist \(the pre-use inspection\) OF-296](#) (Form 3) showing time of hire.
- [Emergency Equipment Shift Ticket \(OF-297\)](#) (Form 4) showing the time of hire.
- A copy of the Resource Order.

### Conditions of Hire and Rate Information

The latest version of the State of Alaska EERA [Conditions of Hire](#) (Appendix B) shall be applied and enforced for the hire of Vendor-provided equipment. All current forms are available at <http://forestry.alaska.gov/equipment.htm>.

### **ACTIVATION OF AGREEMENTS**

All equipment used for support of fires and for prepositioning **will always** be ordered through the Area Dispatch Office via a Resource Order. If a piece of equipment is hired at the fire scene, a Resource Order must be obtained.

Generally, the Vendor will be contacted verbally by the Dispatcher where the local Vendor is located. Mobilization details and any special provisions that might apply will be discussed. The Dispatcher will verify which piece of equipment the Vendor is mobilizing and must note the license number or the VIN on the Resource Order. Information conveyed to the Vendor will be documented on the Resource Order. The IMT may contact the Vendor if they field hire equipment. Whether the equipment is IPP Compliant, Non-Compliant, or Field Hired will be documented on the [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) and Resource Order.

Area Dispatch will contact the Vendor in situations where the equipment/vehicles will be hired for non-local Area use or project fire support. Resource Orders will be sent through the Area in which the equipment.

Rates will not be changed while equipment is under hire. Pay status for equipment hired under an “S” number starts when the equipment departs the point of hire, and for equipment hired under an “E” number pay starts when the equipment passes inspection. Pay status for point-to-point and assigned transports begin when the equipment being transported passes inspection.

All equipment must be inspected **BEFORE** and **AFTER** use using [Vehicle/Heavy Equipment Safety Inspection Checklist \(the pre-use inspection\) OF-296](#) (Form 3) if possible. If not possible, look the equipment over in as much detail as possible, take pictures, and note any damage or abnormalities on a piece of paper. Have Vendor sign the inspection forms.

If the State directs a Vendor to mobilize without a pre-hire inspection to expedite their arrival on the incident, this should be documented on the Resource Order. The start time for the equipment will be determined by the IC or a Section Chief. The equipment should be inspected by the local Area in which the equipment resides to ensure the equipment is in serviceable condition. If the Vendor drives or transports their equipment a long distance and fails inspection, the State will not pay for any costs associated with mobilization or demobilization.

Buses have a large liability potential and they should always be hired with operator. The Vendor must have a current commercial liability insurance policy with a minimum amount of \$1 million combined single limit per occurrence, and the driver must show a current and appropriate CDL.

Depending on the mission requirements, EFF may be hired as vehicle operators/drivers and be required to possess a CDL. A driver hired as a CDL operator must be added to the random drug testing pool and must have passed the drug test before driving under their CDL. CDL drivers that remain an employee of the Vendor are not added to the State’s drug testing pool and all licensing and requirements are met by the driver’s employer.

Whenever EFF personnel are hired specifically as a driver, they must bring a recent copy of their driving record obtained by the applicant from their local Department of Motor Vehicles (DMV). The individual is responsible to obtain the driving record and pay any associated fees. All drivers need to have a firearms clearance form as they may deliver firearms or ammunition to incidents.

### Inspections

All equipment will be inspected at **SIGN-UP** and **RELEASE** using [Vehicle/Heavy Equipment Safety Inspection Checklist \(the pre-use inspection\) OF-296](#) (Form 3). Once hired, a vehicle will remain under the specific control of the State until released and will not be used for personal transportation. The State will not cover any expenses or claims resulting from off-shift activities.

The Area will conduct inspections for locally hired equipment. Coastal and Northern Transportation Units conduct inspections for all non-Area equipment hired in Fairbanks, Eagle River, Palmer and Anchorage. Equipment that does not pass inspection will not be hired.

All documented damage will be noted on the [Vehicle/Heavy Equipment Safety Inspection Checklist \(the pre-use inspection\) OF-296](#) (Form 3). Always write the Resource Order number (“E” or “S” number) on the inspection checklist. Supplemental to the Inspection\_Checklist, a DVD camcorder or still camera will be used during the inspection process to document pre-existing equipment conditions.

The video footage or still photos should be recorded in the presence of the Vendor or their representative at sign-up and the release inspection. A copy of the sign-up and release video/photo inspections will be kept in the Transportation Unit or Area’s file. A cell phone may be used to document equipment condition.

Always sign, date, and note the time of pre-inspection and release inspection in the appropriate box. The time is important when reconstructing start or end times if conflicts exist. When describing damage on the inspection form, always record the date the comments were made in the remarks section to differentiate between comments on a pre- vs. post- inspection.

The State occasionally hires equipment without an operator, ex. pickup trucks and 4-wheelers. Time under hire for this equipment begins when the State accepts possession of the equipment. The Ground Support Unit or Regional Transportation unit should tag the time and date the equipment was dropped off by the Vendor (or picked up by the State), and the inspection form should be backdated to that time. Equipment that does not pass inspection will not be hired.

Completeness and accuracy in filling out equipment inspection forms are critical to determine if equipment is operable and to establish if damage occurred while under hire. Be sure to note in the remarks section anything that is not covered elsewhere in the inspection checklist.

If personnel are unfamiliar with equipment inspection or are not qualified Equipment Managers, consider resource ordering qualified personnel such as an Equipment Inspector, Equipment Manager, or Mechanic.

If at the time of release the owner/agent waives all claims for damage, a release inspection is not required. The statement “no damage-no claims” may be written on the inspection checklist and signed by the Vendor or the Vendor’s authorized representative. However, if there is damage or a pending claim, a post-inspection is required. The Vendor still signs the release inspection box and “pending claim” will be noted.

### Rates

The suggested State [Equipment Rental Rates](#) (Appendix A) for equipment commonly hired for fire suppression work are also found on-line at <http://forestry.alaska.gov/equipment.htm>.

Daily Rate shall apply for the vast majority of equipment hired by the State regardless of the actual length of the shift that the equipment is used, except for first and last days. Payment shall be made on basis of calendar days (0001-2400). A shift is the shift hours as defined by the Incident Action Plan (IAP) when assigned to an incident or is determined by the dispatching office when not on an incident.

On the first and last day of hire, half the daily rate for periods less than eight hours under hire shall apply. For the first day of the assignment, this means that equipment hired after 1600 (4:00 pm) shall receive ½ the daily rate. On the last day of hire, this means that equipment released before 0800 (8:00 am) shall receive ½ the daily.

On the first day of hire, recording the time that hire began is required on the [Vehicle/Heavy Equipment Safety Inspection Checklist \(the pre-use inspection\) OF-296](#) (Form 3) and the [Emergency Equipment Shift Ticket \(OF-297\)](#) (Form 4). Equally important, the release time must be recorded (which is to be calculated to allow the vendor to return to the point of hire). Vendors will not be paid for additional time if they elect or are unable to demobilize equipment that has been released. Time under hire begins when the equipment has a Resource Order and passes inspection and ends when it is released back to the point of hire.

*Equipment with operator* will be hired “dry,” meaning the State will provide the fuel. The Vendor is responsible for providing all other operating supplies such as oil, filters, and providing for lube and oil changes. Exception: the State will provide fuel and oil for boats.

If the State does not bring in bulk fuel, the Vendors will be reimbursed for fuel that they provide, and an adjustment will be made to cover documented charges. Vendors should be instructed to fill their tanks prior to reporting to duty and will be provided the same tank level of fuel upon release. If equipment was field hired or was on-scene at time of hire, the amount of fuel provided upon release will not exceed what equipment had upon arrival.

*Equipment hired without operator* will be paid at the dry rate. The State is responsible for providing fuel and all operating supplies in this situation as the Vendor does not have an operator on-site to service and supply the equipment.

*Point-to-Point Transport equipment* is hired “wet”, i.e. the Vendor is responsible for providing fuel and all operating supplies.

If there are any circumstances that arise that are not covered in the [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) or [Conditions of Hire](#) (Appendix B), negotiation must take place to agree on the price for that specific service. One example might be a negotiated trip rate which will differ for each event. Any negotiated offers must be documented on the Resource Order, and any written terms, conditions, or contracts agreed to must be included as backup documentation to the invoice.

Additional compensation is not due to the Vendor if their equipment works a long shift (i.e., in excess of 16 hours). Similarly, a Vendor is not penalized if their equipment is staffed and in service but only operated for five hours. Exceptions are transports and other equipment on the first or last day of hire in which other payment terms apply.

Some equipment may be offered that is not included in the rate tables. The hiring official should determine if there is a commercial rate for the equipment or perhaps compare the offered equipment to the rate table to get an idea of price range for similar types of equipment. The table should be used to determine a rate based on the appropriate type, classification, and horsepower.

## **EQUIPMENT TIMEKEEPING & PAYMENT**

The shift worked will be recorded on [Vehicle/Heavy Equipment Safety Inspection Checklist \(the pre-use inspection\) OF-296](#) (Form 3) and the [Emergency Equipment Shift Ticket \(OF-297\)](#) (Form 4). Shift tickets are required to document any out-of-service time, equipment usage, and to ensure Vendors are staying within the work-rest guidelines. Shift length is specified in the Incident Action Plan or is determined by operations personnel on an incident or at the Area.

[Emergency Equipment Shift Ticket \(OF-297\)](#) (Form 4) are kept by the personnel where the equipment is assigned. This could be at an Area, a Mobilization Center, a Transportation Unit, or on an incident. On an incident, the shift tickets may be filled out by the Ground Support Unit personnel, Facilities Unit Personnel, or even Operations personnel for tactical field equipment, depending on where the equipment is assigned and used. The shift tickets are then collected by the Time Unit and become part of the final equipment packet.

**Shift tickets for equipment hired with operator shall show the shift start and end time. Do not mark “daily” unless the equipment is hired without operator.**

If the equipment is not operable for the full shift due to mechanical reasons or staffing issues, a deduction from the daily rate is calculated by converting the length of shift to determine the hourly rate and paying the Vendor the prorated amount for the number of hours worked during the shift (not to exceed the daily rate).

## **PERFORMANCE EVALUATIONS FOR EQUIPMENT AND OPERATORS**

Field personnel working with assigned equipment should complete an evaluation of the operator and equipment and the evaluation should be signed by both the evaluator and the operator. This is especially important if there are performance issues and equipment deficiencies. Field personnel should work with operators on an ongoing basis so that corrective actions can be made immediately. Incompetent or careless operators should be removed at the discretion of state personnel ([see Clause 19 of the Conditions of Hire](#)) (Appendix B). Evaluations should be completed and discussed before the equipment is demobilized from the assignment. The original evaluations should be forwarded by the host Area or IMT and filed at the equipment’s home Area (the hiring office).

The file copy of the evaluation should be provided to the operator and a copy is made part of the final fire package. The home Area dispatcher will file the evaluation in the equipment vendor files. Poor operator performance and deficient equipment can be used as a consideration when making decisions for mobilizing equipment for future assignments.

## **PROCESSING EQUIPMENT INVOICES FOR PAYMENT**

Upon release of equipment other than rental cars, the following documents will be forwarded to the Area where the fire occurred (or the Region if not an Area/incident resource):

1. Original [Emergency Equipment Use Invoice OF-286](#) (Form 9).
2. Copy of [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2).
3. Two copies of [Vehicle/Heavy Equipment Safety Inspection Checklist \(the pre-use inspection\) OF-296](#) (Form 3); one copy of the pre-use inspection, and one copy of the release inspection\*.
4. The pink copies of [Emergency Equipment Shift Ticket \(OF-297\)](#) (Form 4) for the duration of the time under hire.
5. Any invoices that require an adjustment on the [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2) (i.e., fuel receipts for Vendor-provided fuel would be an addition; operator failed to return issued state equipment would be a deduction).
6. A copy of the Resource Order.

\* Note: The release inspection should be conducted at the incident or the Area using the equipment even when the equipment is hired elsewhere. This allows the Area or the incident to maintain control of the equipment hiring package and to submit a complete package for payment. Additional travel time and fuel costs should be included in the final billing.

Fire Department non-apparatus is processed the same as other Vendor equipment under this chapter. (For Fire Department apparatus: Original equipment packets shall be returned to the demobilizing Fire Department personnel to take back to their home unit for processing. The Home Unit Area Office of Fire Department equipment is responsible for submitting completed pay packets for payment - See Chapter 7.)

On incidents with IMT's, equipment is demobilized as a coordinated effort. The equipment operator/driver would go through the IMT's demobilization process. The Ground Support Unit would conduct a final inspection, any issued supplies would be returned to the Supply Unit, and the equipment operator/driver reviews and signs timekeeping records with the Finance Section. The IMT Finance Section sends the final equipment packet to the Area who audits and codes the invoice for payment.

Invoices less than or equal to \$10,000 may be submitted directly for payment. Invoices greater than \$10,000 will be forwarded to the Regional Office for auditing and second approval signatures.

### Payment

[Emergency Equipment Use Invoice OF-286](#) (Form 9) will be used as the payment invoice for equipment hired under an [Emergency Equipment Rental Agreement \(EERA\)](#) (Form 2).

MA or NASPO/WSCA rental vehicles are paid off the rental car agency's invoice.

Equipment hired with an S-number is paid off the Vendor's invoice.



### Damages

Repairs shall be made and paid for by the Vendor. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating (for non-EERA equipment check the specific agreement). The cost of such repairs will be determined by the State and deducted from payment to the Vendor.

### EERA Equipment

#### With Operator

The State will not pay for repairs or damage unless caused by negligence on the part of the State. See Chapter 11 for more details.

#### Without Operator

The State will not pay for loss, damage, or destruction due to wear or tear, mechanical failure, loss of use, pre-existing damage, or the fault or negligence of the Vendor or the Vendor's agents or employees.

*Rental Vehicles (except those hired under an EERA), Equipment hired as a Service, and Equipment hired under other agreements: check the agreements for limitations.*

Claims for damages of equipment hired under EERA's and most other agreements will use the procedures outlined in Chapter 11.

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