EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. PROCUREMENT AGENCY a. name and address:
IDAHO DEPARTMENT OF LANDS
PEND OREILLE LAKE FOREST PROTECTIVE DIST- FIRE
2550 HWY 2 W
SANDPOINT ID 83864

b. Phone Number: 208-263-5104
c. FAX Number: 208-265-7263

2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): IDL-230-14-05

3. EFFECTIVE DATES OF AGREEMENT:
a. beginning 4/01/2014 b. ending 12/31/2016

c. Specific incident only:
Incident Name:
Incident Number:

4. CONTRACTOR a. name and address:
PANHANDLER PIES
120 S 1ST AVENUE
SANDPOINT ID 83864

b. EIN/SSN: 82-0454046 c. DUNS:
d. EMAIL Address:
e. Telephone Number (day): 208-263-2912
Telephone Number (night):
Cell Phone Number:
FAX:

5. POINT OF HIRE (Location when hired if different than Block 4): SANDPOINT

6. ORDERING DISPATCH CENTER: CdA DISPATCH

7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:
☒ CONTRACTOR (wet) ☐ GOVERNMENT (dry)

8. OPERATOR FURNISHED BY:
☒ CONTRACTOR ☐ GOVERNMENT

9. Contractor Authorized Commissary:
☐ Yes ☒ No

10. BUSINESS SIZE OF CONTRACTOR: a. ☒ small b. ☐ Other c. ☒ Women-Owned d. ☐ Small Disadvantaged
e. ☐ HUB Zone f. ☐ Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)

11. ITEM DESCRIPTION: equipment or animals (include VIN, make, model, year, serial no., accessories or other identifying features).	12. NO. OF OPERATORS PER SHIFT	13. HRLY/DAILY/MILEAGE/ SHIFT BASIS (ss/ds; ref. Cl.6) Rate	Unit	14. SPECIAL	15. GUARANTEE (8 HOURS)
BREAKFAST		UP TO: $11.50			N/A
LUNCH		$16.10			N/A
DINNER		$25.30			N/A
SACK LUNCHES (No gratuity on sack lunch or to-go items)		$16.10			N/A
** NON FIRE SUPPRESSION RATES Meals provided for non-emergency events are limited to the per diem rates established by the Idaho Board of Examiners. $30.00/day maximum per individual.		B $ 7.50 L $10.50 D $16.50 SL $10.50			N/A
HOURS OF OPERATION OPEN Monday - Saturday 7:00 AM - 9:00 pm **CLOSED SUNDAYS**					

16. SPECIAL PROVISIONS

1. Meals cannot include alcoholic beverages.
2. Any costs exceeding the maximum allocated amount must be paid to the vendor directly by the individual.
3. Gratuity will not exceed 15%; (included in rate allowance).
4. Do not charge Idaho State Tax. (Tax exempt)
5. No meals to be served without the appropriate Meal Authorization form (see sample).
6. Meals must meet or exceed guidelines (see sample) (Sack Lunches)

17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	18. DATE	20. CONTRACTING OFFICER'S SIGNATURE a. Warrant No.	21. DATE
Rex D Williams	5/2/14		5/28/14
19. PRINT NAME AND TITLE	18. DATE	22. a. PRINT NAME AND TITLE	
REX D WILLIAMS	5/2/14	ANTHONY L. PIRC PROCUREMENT MANAGER b. Phone Number: c. FAX:	

OPTIONAL FORM 294[redacted])

ORIGINAL

IDAHO DEPARTMENT OF LANDS
GENERAL CLAUSES TO
EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF 294

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. 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. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smokey conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor *(wet)*, the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment 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 equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** *(column 13)* (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
   ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.
2. **Special Rates** *(column 14)* shall apply when specified.
3. **Guarantee**. For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
4. **Daily Rate** *(column 13)* - 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. Under the daily rate equipment may be staffed with or without operator.
   (a) ***Shift Basis (Portion of calendar day)***
   1) ***Single Shift*** - (SS) is staffed with one operator or one crew
   2) ***Double Shift*** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
   3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the

designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

CLAUSE 8. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:
(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves *(Either Nomex or chrome tanned leather;* (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov

CLAUSE 14. 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.

CLAUSE 15. Changes: Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapon are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knifes with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

CLAUSE 17. Work Rest and Length of Assignment: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov

CLAUSE 18. Harrassment Free Workplace: The contracting agency will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.
The contracting agencies strive for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

Sack Lunch

Regular and vegetarian sack lunches shall be provided as ordered by the FDUL. Vegetarian sack lunches shall be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular sack lunches. Non-meat protein substitutes such as vegetarian lunch meats require FDUL approval and shall be used on a limited basis in vegetarian sack lunches.

Definition: Ovo-Lacto Vegetarian - This is the most common form of vegetarianism. Ovo-Lacto vegetarians do not eat meat, chicken, fish or flesh of any kind, but do eat eggs and dairy products. Sub categories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

NOTE: Pre-prepared sandwiches shall not be frozen. Sack lunches shall consist of the following items:

Entree 1 - One Meat Sandwich (or Sandwich with Non-meat Substitute for Vegetarian)

The sandwich shall be wrapped in plastic wrap or plastic bags.

The sandwich shall contain two 1 to 1½ oz. slices of bread.

The meat sandwich shall contain 3½ oz. sliced whole muscle meat or a combination of sliced whole muscle meat and cheese or equivalent vegetarian substitute. Ground meat, such as meatloaf or ground beef patties, may be allowed if approved by the FDUL.

Appropriate individually packaged condiments shall be provided and not be put directly on the sandwich.

Entree 2 - Variety Item

Contractors may choose a variety of items for the second entrée including a second sandwich. The preferred option is to provide energy bars.
Entrée 2 shall have a minimum nutritional value of 400 calories. (Reference Section J.10 Definitions, Energy Bar)

NOTE: FDUL may approve the following for variety on an occasional basis; one super-sized hoagie or submarine (salami and/or bologna may be used) having a combination of meat and/or cheese weighing 7 ounces used in place of Entree 1 and 2. Non-meat substitutes shall replace the meat in a vegetarian hoagie or submarine sandwich.

Fruit - The fruit shall be one apple (size 100 count) or one orange (size 88 count), or other fresh fruit of comparable size.

Dried Fruit - Factory-wrapped or resealable individually wrapped by the Contractor. This item shall have a minimum nutritional value of at least 200 calories. All ingredients shall be identified and attached to the product for easy identification. (Note: Most dried fruits have a caloric value of approximately 75 calories per oz.)

Factory-Wrapped or Resealable Individually Wrapped Snack - Two (2) or more snacks with a combined minimum nutritional value of at least 600 calories. It is preferred that these snacks be high in complex carbohydrate content. All ingredients shall be identified and attached to the product for easy identification.

Condiments - Four individual factory-wrapped packets of condiments appropriate for the entrees being served.

Paper Napkin and Pre-Moistened Towelette - Two each.

(Ref. National Mobile Food Services Contract 2013)