DNRC GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

CLAUSE 1: GENERAL REQUIREMENTS
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. Resources 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 smoky 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 resource is subjected to under normal operations and is reflected in the rates paid for the resource. The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.

1.1 COMMERICAL GENERAL LIABILITY INSURANCE
Contractor shall purchase and maintain Commercial General Liability (CGL) coverage with combined single limits for bodily injury, personal injury, and property damage of $500,000 per occurrence and $1,000,000 aggregate per year to cover such claims as may be caused by an act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

CLAUSE 2: SCOPE
The intent of this Agreement is to obtain resources for use during a specific local host agency incident. The Contractor is responsible for all equipment, materials, supplies, transportation, personnel necessary to meet or exceed the Agreement specifications. The resources may be used in the protection of land, to include but not be limited to fire suppression and all-hazard incidents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative.

CLAUSE 3: AGREEMENT PERIOD
The EERA is valid for the effective dates as annotated on the agreement. If the EERA is written as “Incident Only”, it is valid for the duration as assigned to the incident until demobilized by the Incident Management Team (IMT) and is non-transferrable.
For the purpose of administration, an incident may include a resource utilized for complexes, mergers, splits, or lend lease for one unit or IMT managing multiple incidents. In these circumstances, the resource may continue performance under the original Incident Only EERA. If the resource is needed on an incident outside the responsible area of the IMT, a new EERA shall be written.

CLAUSE 4: PRICING
Rates shall include, but are not limited to, labor (as required), equipment, operating supplies, materials, State and Federal taxes (including workers compensation costs), insurance coverage, transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/ operators/crews meet(s) the specified standards. As required by the agreement, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, power generation, and a Contractors representative attendance at the operational period briefings should also be included. Rate negotiations will follow the prevailing incident agency practices.

CLAUSE 5: 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, as annotated on the OF-294.

CLAUSE 6: 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 7: CHANGES
Changes to Emergency Equipment Rental Agreements (EERAs), OF294 may only be made by the original signing procurement official or his/her authorized representative. 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 the point of hire.

CLAUSE 8: ORDERING PROCEDURES
Information provided to the Contractor at time of order:

(1) Resource Order Number.
(2) Incident Order Number and Name of Incident. Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.
(3) Date and time to report to incident.
(4) Descriptive location of the designated site where the Contractor shall meet a Government representative. A map, if available.
(5) Incident contact phone number for further information.
(6) Fire Code/Funding Code

Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) from point of dispatch.

8.1 DEMOBILIZATION:
The Incident Commander will determine the priority of demobilization.

8.2 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 Payment Provisions.

CLAUSE 9: ADMINISTRATIVE REQUIREMENTS
9.1 INCIDENT BEHAVIOR
It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. 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. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

9.2 HARRASSMENT FREE WORKPLACE:
Contractors shall abide by Administrative Rule 2.21.4013 titled “Harassment” in the “Equal Employment Opportunity, Nondiscrimination, and Harassment Prevention Policy.” Access ARM 2.21.4013 at http://www.mtrules.org.

9.3 FIREARM – WEAPON PROHIBITION:
The possession of firearms or other dangerous weapons (18 USC 930 (g) (2)) 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 knife with a blade less than 2 1/2 inches in length or a multi-purpose tool such as a Leatherman.

9.4 PERSONNEL REQUIREMENTS:
All Contractor personnel shall comply with Safety Standards. Contractors shall comply with the Montana Child Labor Standards Act when employing persons under 18 years of age (Ref. MCA 41- 2-107).

- Minimum Age for Firefighting Resources. Persons under 18 years of age shall not perform hazardous or arduous duties during wildland fire management operations, including execution of prescribed burns.

9.5 ENGLISH SPEAKING REQUIREMENT:
Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

9.6 CONDITION OF EQUIPMENT:
All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to conduct inspections at any time and reject equipment that is not in safe and operable condition. No payment will be made for time that the equipment was not available prior to incident use or anytime the resource is under hire.
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.

9.7 WORKMANSHIP:
All work under this Agreement shall be performed in a safe manner to a professional standard. The goal of performance under this Agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, 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 subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in cancellation of this Agreement.

If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a government official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

The Government may document Contractor performance, including instances of noncompliance, unsafe operations, failure to meet equipment or personnel requirements, cumbersome administration or violation of agreement terms. Documented performance information may be considered by the Government in future agreements or other acquisition decisions to the extent permitted by law and applicable acquisition policy.

9.8 WORK REST & LENGTH OF ASSIGNMENT:
Contractors shall comply with the 2:1 work/rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24-hour period) as outlined in the Standards for Interagency Incident Business Management handbook (Work/Rest Guidelines). When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander. Hours worked that exceed 16 hours in a 24-hour period must be approved by the Incident Commander 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:

(1) 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.
(2) Release resources after a 14-day assignment or follow length of assignment extension guidelines as stated in Standards for Interagency Incident Business Management handbook.
(3) With the Governments 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.

9.9 EMERGENCY INCIDENT DRIVING:
The Contractor shall follow the driving regulations and work/rest guidelines listed in the Standards for Interagency Incident Business Management handbook (SIIBM). The Contractor is responsible for complying with all other current Federal, State and Local driving regulations. No driver will drive more than 10 hours (behind the wheel/actual driving time) within any duty-day (operational period). 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. 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:

(1) Accomplish immediate and critical suppression objectives, or
(2) Address immediate and critical firefighter/responder or public safety issues.

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.

CLAUSE 10: GOVERNMENT FURNISHED SUPPLIES & SERVICES

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

10.2 CAMPSITE:
A campsite may be provided. The Contractor shall provide sleeping equipment such as tents or shelters, sleeping bags, etc. If the Government cannot provide a campsite, an overnight allowance may be authorized. (See Remain Overnight Allowance (RON)).

10.3 COMMISSARY:
When authorized in writing by the Contractor, the Contractor's employees shall be permitted to use the commissary when one is available.

10.4 FIRST AID RESPONSIBILITY:
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

10.5 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. 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 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 home unit 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 crew members shown on the shift ticket. Payment shall be included as an addition on the invoice.

DNRC GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

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

10.7 FUEL:
If procuring fuel at the incident site, the contractor shall do so with a major credit card (Visa or MasterCard). If the fuel vendor is unable to receive credit card payment the cost may be deducted from the OF-286 to the contractor.

10.8 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 determined by the Government and will be deducted from payment to the contractor.

CLAUSE 11: CONTRACTOR FURNISHED EQUIPMENT, SUPPLIES, AND PERSONNEL
Equipment specific requirements, if applicable, will be attached and are considered incorporated in this agreement.
11.1 OPERATING SUPPLIES:
Operating supplies include fuel, oil, filters, and 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.

11.2 VEHICLE LICENSING REQUIREMENTS:

- Licensed Units. All Units offered and used under this Agreement shall be licensed and legally operable on all roads. All Units with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds and greater shall have: a) annual USDOT certified vehicle inspection; or b) Commercial Vehicle Safety Alliance Inspection. (49 CFR 396.23)
- Federal regulations prohibit the use of official agency shields or markings on private vehicles or property.

11.3 TRANSPORTATION VEHICLES:
All transportation vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications. All vehicles under this Agreement shall be able to be legally driven on highways under their own power and be able to travel at a minimum of 50 miles an hour.

11.4 MEDICAL INSURANCE:
Contractor shall provide the operator(s) with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises. Per FAR 52.247-21 Contractor Liability for Personal Injury and/or Property Damage (APR 1984).

11.5 VEHICLE CLEANING FOR NOXIOUS WEED CONTROL:
The resource shall arrive at the incident or designated inspection point washed and free of noxious weed seeds. Equipment with frames and cross-members will be inspected and all debris collecting areas including belly pans, guards and coverings must be washed to alleviate the spread of noxious weed seeds and to protect against grease and oil soaked residues catching on fire in belly pans and skid plates. Heavy equipment operators shall manually clean tracks and belly pans before leaving project site on all heavy equipment.

CLAUSE 12: PAYMENTS
The host agency for each incident is responsible for payments.

12.1 TIME UNDER HIRE:
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 exceptions.

12.2 RATES OF PAYMENTS:
Payment will be at rates specified and shall be in accordance with the following:

- 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.
- The vendor will be paid for travel to and from the incident from the Equipment City and State they designated on the OF-294. Vendor must meet date and time needed.
- 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 the EXCEPTIONS portion of this document, shall be in accordance with the following:
  - **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.
  - **Special Rates-** (column 14) shall apply when specified.
  - **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.
  - If equipment is transported under its own power, it is compensated under the Daily rate.
  - **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.
    - Shift Basis (Portion of calendar day)
    - Single Shift - (SS) is staffed with one operator or one crew
    - 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.
    - Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.
  - **Personnel**- if the number of personnel in column 12 of the EERA is not staffed with the number of operators specified, the government may reduce the daily rate by $300 per day.
  - **Transport-** if ONE OPERATOR FOR BOTH TRANSPORT AND HEAVY EQUIPMENT. Same Resource Order Number as Heavy Equipment. Minimum guarantee for transport is reduced to 65%; the mileage rate is not reduced. For time under hire for 8 hours or more, the government will pay 65% of the minimum daily guarantee or mileage rate, whichever is greater. If a resource is under hire for less than 8 hours on the first or last day, the amount paid for that day will be 32.5% of the minimum daily guarantee or mileage rate, whichever is greater.

12.3 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 (if applicable) earned, whichever is the greater amount.

DNRC GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

12.4 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 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 non-operational.
- Transport Exception. No further payment will accrue for the transport during any period that the heavy equipment 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 calculated in the same manner as the heavy equipment.
- 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.
- 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 within 24 hours, may be considered as being withdrawn by the Contractor in accordance with above guidance with the exception that the Government shall pay return travel. The Government shall calculate travel 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.
- No payment will accrue when the contractor is off shift in compliance with the mandatory Work/Rest and Length of Assignment provisions.

12.5 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 13: INVOICING PROCESS

The Contractor shall have one copy of the complete Agreement for the assigned incident.

- 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 Contractors time on an Emergency Equipment Shift Ticket (OF-297). 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.
- The incident will submit a payment package including original invoices, a copy of the OF-294, a copy of resource order (if required for payment), supporting documentation per the Standards for Interagency Incident Business Management handbook (i.e., repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment), and transmittal sheet to the designated payment office. See Payment Office Information for invoice payment contact information.

CLAUSE 14: ACCOUNTABLE, DURABLE, AND CONSUMABLE GOODS

The Government considers operators as fire line personnel who will use and wear specified articles of personal protective equipment. The following mandatory items (fire line personnel only) may 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;
(3) Other items may be issued by the Government.
(4) 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.
(5) 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.

CLAUSE 15: LOSS, DAMAGE, OR DESTRUCTION

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.

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.

For all equipment, both operated and without operator; equipment liability resides with the vendor for loss, damage, or destruction, including acts of God, for time prior to acceptance at incident and upon release from incident.

CLAUSE 16: ASSIGNMENT OF CLAIMS

Assignment of claims is not authorized.

CLAUSE 17: CLAIM SETTLEMENT AUTHORITY

For the purpose of settling claims, the host incident agency as well as the Montana DNRC has the authority to settle claims under this agreement.

CLAUSE 18: PERFORMANCE EVALUATIONS

Performance evaluations will be completed at the incident, by the incident representative(s) supervising the work (utilizing the Standard Contractor Performance Rating form). The incident supervisor's signature is required, and the supervisor's name shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, a government representative will complete a performance evaluation for work the Contractor performed under their supervision. The supervising 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 Government representative will then give a copy of the evaluation to the Contractor at the incident and submit a copy to the Finance Unit for distribution to the Contracting Office and the host agency incident file.

Original Evaluations will be sent to the following address:
DNRC Forestry Division Office Fire Contracting:
Karen Zarbolias 2705 Spurgin Rd Missoula, MT 59804

NOTE: THESE CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORTATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

PAYMENT OFFICE INFORMATION

MONTANA DEPT OF NATURAL RESOURCES & CONSERVATION
Forestry Division
2705 Spurgin Road
Missoula MT 59804

(End of Clauses)