

OFF-ROAD INCIDENT VEHICLE RENTAL AGREEMENT

This Agreement is entered into by and between the State of Montana, Department of Natural Resources and Conservation (DNRC), whose address and phone number are MT DNRC Fire Protection Bureau, 2705 Spurgin Road, Missoula, MT 59804, (406) 542-4300 and (VENDOR NAME), whose address and phone number are (ADDRESS) and (PHONE).

1. SCOPE OF THE AGREEMENT AND PROVISIONS OF RESOURCES

The purpose of this Agreement is to establish terms, conditions, and specifications for **Off-Road Incident Rental Vehicles** used in support of fire suppression, severity, and all-risk activities for State Government agencies throughout the Northern Rockies Geographic Area. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

1.1 The contract's Agreement term is June 1, 2026, through May 31, 2027, unless terminated earlier as provided in this contract.

1.2 The resources provided by the Contractor must meet and comply with all the applicable requirements of this Agreement.

1.3 Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of the order. The Government is not obligated to place, nor is the Contractor obligated to accept, an order under the Agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of incident activity, the placement of any orders **IS NOT GUARANTEED**.

1.4 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

1.4.1 Contractor Liability for Personal Injury and/or Property Damage

- a. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- b. The Contractor, at the Contractor's expense, shall maintain adequate commercial liability and property damage insurance during the continuance of this Agreement, insuring the Contractor against all claims for injury or damage.
- c. The Contractor shall maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- d. The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this Agreement, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

1.4.2 Loss, Damage, or Destruction

For equipment furnished under this Agreement without operator, the Government will assume liability for any loss, damage, or destruction of such equipment, except that no reimbursement will be made for loss, damage, or destruction due to:

- a. Wear and tear, as defined in *Section 6 – Wear and Tear* of this Agreement
- b. Mechanical failure
- c. The fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment
- d. Acts of God, such as, but not limited to hail, heavy rain, flooding, tornados, other severe weather, and other unforeseen and uncontrollable events.

2. CLAIMS

CLAIMS SETTLEMENT IS AGENCY SPECIFIC AND REMAINS THE RESPONSIBILITY OF THE INCIDENT AGENCY.

2.1 STATE OF MONTANA CLAIMS Depending on the circumstance, claims arising under the jurisdiction of the State of Montana are negotiated by the responsible line officer or agency administrator. These individuals may delegate this authority to other DNRC employees (any DNRC employee negotiating a claim must be on the DNRC Authorized Signers List). For information on handling claims against the DNRC, see the [300 Incident Business Management Manual, Chapter 370](#), or contact the Fire Protection Bureau: Forestry Division Office, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804; office phone: (406) 542-4300.

2.2 STATE OF IDAHO CLAIMS Settlements arising under the jurisdiction of the State of Idaho must be submitted in writing to the IDL host agency. The IDL host agency will submit the claim documentation to the Fire Business Program Manager, Bureau of Fire Management, who may settle the claim or forward it to Risk Management for final determination. Claims may also be submitted in writing to the Fire Business Program Manager, Bureau of Fire Management, 3284 West Industrial Loop, Coeur d'Alene, ID 83815-6021; office phone: (208) 769-1525.

2.3 STATE OF NORTH DAKOTA CLAIMS Claims against the State of North Dakota must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged incident was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

3. REQUIRED INSURANCE

3.1 GENERAL REQUIREMENTS Contractor shall maintain for the duration of this contract, at its cost and expense, commercial general liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

3.2 PRIMARY INSURANCE Contractor's insurance coverage shall be primary insurance with respect to the Government, its officers, officials, employees, and volunteers and shall apply separately to each project or

location. Any insurance or self-insurance maintained by the Government, its officers, officials, employees, or volunteers shall exceed Contractor's insurance and shall not contribute with it.

3.3 SPECIFIC REQUIREMENTS FOR COMMERCIAL GENERAL LIABILITY Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The Government, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

3.4 SPECIFIC REQUIREMENTS FOR AUTOMOBILE LIABILITY Contractor shall purchase and maintain coverage with split limits of \$1,000,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The Government, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by Contractor.

3.5 DEDUCTIBLES AND SELF-INSURED RETENTIONS Any deductible or self-insured retention must be declared to and approved by the Government. At the request of the Government either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as pertain to the Government, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

3.6 CERTIFICATES OF INSURANCE/ENDORSEMENTS A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be received by the Government prior to accepting assignments.

Contractors must notify the Government immediately of any material change in insurance coverage, including but not limited to changes in limits, coverages, and status of policy. The Contractor must provide the Government with copies of insurance policies upon Agreement execution.

4. ORDERING/DISPATCH PROCEDURE

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles.

The Government reserves the right to conduct inspections at any time (see *Section 7 – Vehicle Inspections*).

Vehicles procured under this Agreement are intended to be off-road capable and will be used in support of fire suppression, severity, and all-risk activities. For the procurement of vehicles for on-paved-road transportation, Government employees shall utilize their agency travel process, or the Dispatch Center may review the National Emergency Rental Vehicles (NERV) guidelines to determine if a NERV rental is appropriate.

Government employees are not allowed to walk up and order a vehicle under this Agreement.

Vehicles may be used in multiple states within the Northern Rockies Geographic Area and may be operated by multiple drivers. The person picking up the vehicles or accepting delivery may not be the actual driver. The Government will ensure only licensed drivers over 18 years of age will operate vehicles.

The Government intends to dispatch Contractor's equipment based on geographic resource lists established in Dispatch. Orders will primarily originate through the respective Dispatch Center, although Buying Teams or other Government purchasers are authorized to place orders through this Agreement.

The geographic resource list will identify Contractor's equipment, location, and price. The Government ordering official (Dispatch, local State office, etc.) will consult the geographic resource list when an incident occurs and chooses the Contractor closest to the incident taking Contractor and mobilization costs into consideration. The ordering official will inform the Contractor of the incident location, type of vehicle and quantity required, pick up date and anticipated return date. During fire suppression, severity, and all risk activities, a return date may not be known. If that Contractor is unable to meet the requirements, the next closest Contractor will be contacted.

If possible, only one Contractor will be utilized per incident at a time until the Contractor runs out of units.

The next time the service is required, the same process will be followed. The Government reserves the right to utilize Contractor's equipment in a manner that it deems to be in the best interest of the Government.

The ordering Government agency and incident name shall be listed on all documentation as the lessee, not individuals assigned to pick up the vehicle unless the vehicle is rented for only one individual and paid for by such individual (see *Section 5.1 – Single Resource Government Employees*).

4.1 ORDERING PROCEDURE

STEP 1: Requests for off-road vehicles will be submitted to Dispatch on a General Message form. The request should be specific to vehicle type needed, quantity, delivery date and time needed and method of delivery. The intended use of the vehicle(s) is also helpful – example: Ground Support incident-use vehicle pool, ½ ton pickup truck for support of Operations, 1 ton flatbed pickup truck for Logistical support to the line, etc.

STEP 2: Dispatch generates a resource order for each vehicle or pool of vehicles (see section 5.2 Direct Incident Order).

- Dispatch contacts the appropriate Contractor for a reservation. Requests may be submitted using the [MT DNRC Rental Vehicle Request Form](#), however this is not a requirement.
- Dispatch will state they are calling to reserve vehicle(s) for incident use under the DNRC Off-Road Vehicle Rental Agreement. The “renter” is the fire name, and the resource order number (E#) for the reserved vehicle(s) is provided to the Contractor. In the event the vehicle is being ordered for an individual (single resource), the individual's name and his/her resource order number (O#) is provided to the Contractor for reference purposes.
- The payment method will be identified at this time, i.e., agency-issued purchase card or incident generated Emergency Equipment Use Invoice (OF-286).

STEP 3: The Contractor provides a reservation/confirmation number back to the dispatcher. If the Contractor can assign specific vehicles at the time of the reservation (vehicle make, model, VIN number, and license plate number), that information should be provided. **If the Contractor is unable to assign the specific vehicles at the time of the reservation, a follow up phone call or additional coordination is required during pickup.**

Step 4: Dispatch finalizes the resource order with the Contractor's name, vehicle information, and reservation confirmation number. Dispatch arranges for pickup of the vehicle(s) and provides a copy of the resource order with the confirmation number to the individual(s) who will pick up the vehicle(s).

STEP 5: Dispatch will fax or email a completed copy of the resource order to the Contractor. A Rental Vehicle Tracking Cover Sheet should be initiated by dispatch (see *Attachment E – Rental Vehicle Tracking Cover Sheet*).

Resource orders are incident specific. Rented vehicles cannot mobilize to an incident without a resource order for that incident. If a vehicle is reassigned to a new incident, a new unique resource order will be generated and the new resource order will be sent to the Contractor by the receiving Dispatch Center.

5. PAYMENT METHODS AND CONDITIONS OF HIRE

The payment method is dependent upon the circumstance for which the rental vehicles are ordered, as described below.

5.1 SINGLE RESOURCE GOVERNMENT EMPLOYEES (including DNRC Emergency Firefighters [EFFs])

- For single resource Government employees procuring an off-road vehicle under this Agreement, the preferred method of payment is with the employee's agency-issued purchase card.
- For Government employees that do not have an agency-issued purchase card, payment may be made by a Procurement Official utilizing their agency-issued purchase card.
- Although not the preferred method, payment via the Emergency Equipment Use Invoice (OF-286) may be arranged. **Note: Vehicles rented utilizing the OF-286 payment method cannot go out of the Northern Rockies Geographic Area.**

5.1.1 Government Employees (including EFFs)

- All orders for vehicles are placed through the Dispatch Center. Dispatch may utilize the [MT DNRC Rental Vehicle Request Form](#), however this is not a requirement.
- Payment to the Contractor is made using an agency-issued purchase card.
 - Employee resource order (O#) must state "Off Road Rental Vehicle Authorized" in the Documentation section.
 - Government employees are prohibited from using a personal credit card.
 - Vehicles will be returned directly to the Contractor (city/state where rented).

5.2 DIRECT INCIDENT ORDER Ground Support Pool Vehicles

- The Emergency Equipment Use Invoice (OF-286) is the method of payment for incidents procuring ground support vehicles under this Agreement.
- All orders for vehicles are placed through the Dispatch Center. Dispatch may utilize the [MT DNRC Rental Vehicle Request Form](#), however this is not a requirement.
- Each vehicle will be assigned an equipment resource order number (E#) and an equipment payment documentation package will be provided by Dispatch for each vehicle.
- Ground Support will arrange to pick up the vehicles, establish a tracking method, and submit all vehicle use information to Incident Finance.
- Ground Support will be responsible for returning the vehicles directly to the Contractor (city/state where rented).
- If a vehicle is reassigned to another incident, the Contractor will be notified. The vehicle will first be released by the original incident, and a new resource order will be issued. The incident Dispatch Center issuing the new resource order is responsible for sending a copy of the new order to the

Contractor. The Emergency Equipment Use Invoice (OF-286) for the original assignment will be completed and a new payment packet started for the new incident. The new payment packet should include inspection checklists and an updated copy of the Rental Vehicle Tracking Cover Sheet. The new payment packet will remain with the vehicle. Incidents will work together to ensure proper payment and tracking.

5.3 INCIDENTS OUTSIDE THE NORTHERN ROCKIES GEOGRAPHIC AREA If an off-road vehicle(s) procured under this Agreement is approved on a resource order for a Government employee, (including EFFs) for travel to an incident outside the Northern Rockies Geographic Area, payment MUST be made via an agency-issued purchase card. Follow direction stated in *Section 5.1.1 – Government Employees (including EFFs)*.

The Contractor must preapprove resources that are ordered to incidents out of the GACC (northern ID, MT, and ND).

5.4 SHIFT TICKETS AND TRACKING USE The following are required for tracking usage of rental vehicles at the incident:

- If payment is via Emergency Equipment Use Invoice (OF-286), the vehicle operator (or Ground Support representative) will complete daily shift tickets – or one shift ticket showing first and last days, depending on agency guidance. Incident Finance will finalize payment.
- If payment is via Government employee or Procurement Official agency-issued purchase card, the vehicle operator will complete daily shift tickets – or one ticket showing first and last days, depending on agency guidance. The Government employee or Procurement Official will complete payment directly with the Contractor.

5.5 FUELING Vehicles must be fully fueled at time of pickup.

5.6 DEMOBILIZATION AND PAYMENT When releasing rental vehicles from the incident:

- Single resource Government employees will return a rented vehicle to the Contractor and pay the Contractor directly using their agency-issued purchase card.
- Ground Support Pool Vehicles: Incident Ground Support will follow the incident demobilization process, coordinating with the Finance section to finalize vehicle payments. Ground Support will return the vehicles to the Contractor and provide copies of the finalized Emergency Equipment Use Invoice (OF-286) to the Contractor for their records. Incident Finance will submit the original Emergency Equipment Use Invoices (OF-286s) for payment per agency guidelines.

5.7 REASSIGNMENT

- When the single resource or incident pool vehicle(s) is being reassigned to another incident, a new resource order will be generated. The payment packet documenting use on the initial incident must be finalized by Incident Finance, and a new payment packet will be started for subsequent incidents. The new payment packet should include a copy of the new resource order noting reassignment, new inspections and an information-only copy of the previous OF-286 to ensure proper tracking and payments are made to the Contractor. When the vehicle is reassigned, the receiving incident will bear the daily cost of the vehicle on reassignment day.
- Single Resource: If an agency employee or EFF is being reassigned; the receiving incident will ensure a General Message is submitted to dispatch specifying that the vehicle is being reassigned along with the individual. This will establish an audit paper trail for the vehicle. If the original

resource order listed the vehicle as a support request; the vehicle information should carry forward on the single resource's reassignment order.

5.8 DAMAGE AND CLAIMS PROCEDURES All events resulting in damage shall be documented on a Motor Vehicle Accident (Crash) Report (SF-91) or other agency-specific vehicle accident report form, and an investigation shall be conducted per host agency protocol. Full documentation of all damage shall be completed by the vehicle operator and by the Safety Officer or designated Government official (See *Section 2 – Claims* for agency specific claims information).

5.8.1 Damages All accidents resulting in damage will be fully documented and submitted to Incident Finance for inclusion in the finance package. Claims may be settled according to delegated authority from the host agency.

5.8.2 Repairs If repairs become necessary, the vehicle operator will notify the Contractor and request instructions. A Motor Vehicle Accident (Crash) Report (SF-91) or other agency-specific vehicle accident report form can be utilized to document non-accident-related events resulting in the need for repairs. An investigation should be conducted.

5.8.3 Claim for Damages When loss or damage is due to an exception to circumstances outlined in *Section 6 – Wear and Tear*, the Contractor will submit a claim directly to the host agency.

5.8.4 Payment of Claims When loss or damage occurs, claims will be settled by the host agency and should not be billed to the Government employee or Procurement Official's purchase card. Claims for damage will not include amounts for loss of use, diminishment of value, or administrative fees.

6. WEAR AND TEAR

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 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 equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.**

For the purpose of this Agreement, the term "wear and tear" shall include, but is not limited to:

- Brush scratches on the body of the vehicle that can be buffed out. Brush scratches deep enough to require repair that includes paint shall be considered outside of the scope of wear and tear.
- Destruction of tires due to manufacturer defects, Contractor's neglect of maintenance, etc.
- Wear to the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate; includes chips from flying rocks, and minor bumps and dents.
- Clogged air filters, air ductwork, and oil filters from dust.

6.1 TIRES Vehicles rented under this Agreement shall be equipped with tires appropriate to the off-road use, with load ratings in accordance with the vehicle's Gross Vehicle Weight Ratings (GVWR). **All tires on the vehicles, including the full-size spare tire, shall have sound sidewalls; body and tire tread depth of a minimum of 6/32.**

Vehicles must be equipped with a matching spare tire commensurate with the tires installed on the vehicle. Spare tires must be inflated and ready for service upon possession by the incident.

6.1.1 Tire Replacement The host agency is responsible for replacing damaged tires when the damage can be attributed to factors directly related to incident operations. In the event a tire must be replaced, the Government will replace the tire with the same size but due to the exigency nature of the

situation there may be no consideration to brand. Tires needing replacement due to wear and tear will be replaced and the incident will bill the cost of the tire back to the Contractor.

7. VEHICLE INSPECTIONS

All Vehicles are Subject to Pre-Season Inspections

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. Prior to acceptance vehicles shall be inspected by the Government utilizing the Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296). Vehicles shall be safe (brakes, tires, headlights, turn indicators, etc.) and in good mechanical condition and be equipped with appropriate load rating **tires with a minimum tread depth of 6/32 inches**. Vehicles shall also be equipped with a **full-size** spare tire, wheel wrench, and jack. All vehicles shall be licensed (license plates or temporary tags) to legally operate on all public roadways.

Inspections will take place either at the point of pick up, at the location of the dispatch office, or at the incident camp. This will depend upon logistical considerations at the time of hire. All vehicles delivered via car carrier will be inspected at the point of drop off, or at the incident camp.

Vehicles that fail inspection or fail to comply with applicable motor vehicle laws such as exceeding the GVWR for the capacity offered, dyed diesel fuel, etc. shall be rejected. Equipment may be re-inspected after repairs or other identified deficiencies are rectified. Contractors may not attempt to pursue an alternative inspection for failed equipment without discussing the circumstances with the affected hiring agency.

If the equipment does not pass inspection at the incident or designated inspection point, it is considered non-compliant. The Contractor may be given 24 hours, or a time frame designated by Government representatives to bring the equipment into compliance. If the equipment 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 equipment was not available. Upon rejection, the equipment will be removed from the geographic resource list until such time that the equipment is brought into compliance and re-inspected at the Government's convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of this Agreement. The Contractor shall not have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

If a reassignment is to occur, a post-use inspection by the sending incident as well as a pre-use inspection by the receiving incident must be completed and documented on the Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296).

7.1 INSPECTION REPORTS

- All vehicles shall have a pre- and post-use inspection utilizing the Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296).
- Original inspection checklists (OF-296) will be submitted to the incident Finance Section.
- Copies of inspection checklists (OF-296) will remain with the vehicle.
- A new inspection checklist (OF-296) shall be completed prior to mobilizing to a reassignment. The original will remain with the vehicle, and a copy will be submitted to the sending incident Finance Section.
- Copies of all inspection checklists (OF-296) will be given to the Contractor at the time of release.

8. RELEASE

Once released from the incident, the equipment will be returned to the Contractor unless properly transferred to a new incident, which requires Contractor notification.

8.1 VEHICLE RETURNS Contractors must have a key drop-box or instructions for vehicle returns after hours (i.e. weekends and evenings). This information must be listed on the EERA in Box 10 (attach additional sheet if necessary).

9. SPECIAL TERMS AND CONDITIONS

9.1 TERMINATION FOR CAUSE The Government may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time the Contractor fails to perform under this Agreement.

9.2 NONCOMPLIANCE In the event a Contractor's service or equipment does not meet the specifications set forth herein, see *Section 7 – Vehicle Inspections*, the Government representative responsible for ordering the equipment shall contact the Contractor to explain and document what is necessary to bring the Contractor into compliance. If the Contractor fails to meet specifications repeatedly, the Contractor may be removed from the geographic resource list.

9.3 PERFORMANCE EVALUATIONS Performance evaluations will be completed at the incident, by the incident representative(s) supervising the work (*see Attachment C – Standard Contractor Performance Report*). 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. Evaluations will be sent to the following address:

DNRC Forestry Division Office
Fire Contracting: Karen Zarbolias
2705 Spurgin Rd
Missoula, MT 59804

10. PRICING

Under this Agreement, Contractors must utilize daily rate (24-hour day) pricing, and meet the minimum requirements stated in this Agreement. The daily rate shall include licensing, pre- and post-use cleaning fee (interior and exterior), mileage allowance, any refueling needed upon return, and include all taxes and use fees. **No mileage charges will be allowed under this agreement. Equipment furnished under this Agreement is not subject to pro-rating on the first or last day.**

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 smoky conditions. As a result, by entering into this Agreement, the Contractor agrees that what is considered wear and tear (*see Section 6 – Wear and Tear*) under this Agreement exceeds what the equipment is subjected to under normal operations and that is reflected in the rates paid for the equipment.

10.1 DELIVERY/RETURN RATE For Contractors who offer delivery of vehicles, a per mile delivery rate shall be specified on the EERA in Box 15 "Special" Delivery/Return rate per Mile column. This delivery rate will be added to the invoice for the day of delivery. In addition, this special rate can be utilized as a return rate for a Contractor to pick up the vehicle after the using agency has demobilized the vehicle. The rate shall include all applicable costs to deliver the vehicle, including a second vehicle for shuttling purposes. All vehicles driven to deliver and/or return an ordered vehicle must be notated on the shift tickets with the VIN and license plate numbers to clearly reflect each vehicle to which this special rate will apply. Vehicles delivered and/or returned on a car trailer do not qualify as a second vehicle. The special rate will only apply to the vehicle(s) being driven for pick and/or delivery. If a car carrier is utilized to deliver or return vehicles, the delivery/return rate will not be paid on each vehicle transported via carrier. Pricing for the Contractor to provide a car carrier, with operator(s), for times when multiple vehicles are needed for an incident may be submitted. This price should reflect a loaded mileage rate. Vehicles transported via car carrier will be inspected at the incident or other pre-determined locations. Car carriers will not be inspected but must meet Department of Transportation (DOT) requirements.

Providing the pricing will make it possible to close out the invoices for the vehicles at the incident when the release date is known.

Delivery/Return rates will only be paid to the vendor if the ordered vehicle(s) passes inspection at the incident.

11. TECHNICAL SPECIFICATIONS

11.1 CLEANLINESS AND FUEL All vehicles will be provided to the Government clean on the interior, washed on the exterior, fully fueled and with all fluids full, including the windshield washer fluid reservoir. A cleaning fee and fueling upon return is to be included in the Daily Rate.

11.2 TIRES Vehicles rented under this Agreement shall be equipped with tires appropriate for off-road use, with load ratings in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR). All tires on the vehicles, including the full-size spare tire, shall have sound sidewalls; body and tire tread depth of a minimum of 6/32. For the pickup category, tires rated with Load Range E are recommended. For sport utility vehicles (SUVs), tires with Load Range D or E are recommended.

11.3 LOCATIONS All Contractor locations must be within the Northern Rockies Geographic Area. Rental vehicles located outside of the Northern Rockies are not allowed. Contractors with multiple locations in the Northern Rockies shall identify each location and include 24/7 contact information for each location. Vehicles will be returned to the point of hire location. Instructions for after-hour returns must be provided, including key drop box location.

11.4 KEYS Vehicles shall be provided with only one set of keys. The Contractor is solely responsible for any extra sets of keys, not the incident or the ordering agency.

11.5 TOWING Vehicles under this Agreement shall not be utilized as towing vehicles regardless of whether a tow package is present on the vehicle or not. If a tow vehicle is needed for a specific incident, agencies shall utilize an incident specific Agreement (i.e. EERA, or other local agency procurement method) to procure a properly equipped towing vehicle.

12. PAYMENTS

The payment method is dependent upon the circumstance for which the rental vehicles are ordered, as described in Section 5.

Payment will be made on the basis of calendar days (0001-2400). The host agency for each incident is responsible for payments. The payment office will be designated in Block 9 on the Emergency Equipment Use Invoice (OF-286) if this method of payment is being utilized.

Time under hire shall start at the time the resource begins traveling (from point of hire) 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 *Section 15 – Exceptions*. Vehicles must pass pre-use inspections (see *Section 7 – Vehicle Inspections*).

Payment will be based upon the equipment ordered as documented on the resource order. Vehicles with additional attributes that were not ordered will not be compensated.

Only one daily rate shall be paid per day, per vehicle regardless of whether the vehicle is reassigned. In the case of a reassignment, the receiving incident is responsible for the daily rate for the day that the reassignment occurs. When a vehicle is reassigned, a copy of the sending incident resource order and Emergency Equipment Use Invoice (OF-286), if applicable, will be provided to the receiving incident Finance Section to ensure duplicate payments are prevented.

13. TIMEKEEPING/INVOICING PROCESS

It is the Contractor's responsibility to provide the Government with a commercial order document at the time of pickup or delivery that identifies the fire name, the resource order number, and a license plate/vehicle description including VIN number, make, model, and color for each vehicle.

The vehicle operator or Ground Support representative will track daily usage using an Emergency Equipment Shift Ticket (OF-297). Incident Finance will utilize the Emergency Equipment Shift Tickets (OF-297) to document each daily shift and finalize the Emergency Equipment Use Invoice (OF-286). When the vehicle is released, both the Emergency Equipment Use Invoice (OF-296) and the Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296) will be forwarded to the Contractor for signature. **This process shall be completed before any vehicle is sent to another incident.**

It is the responsibility of incident personnel to complete the Emergency Equipment Shift Tickets (OF-297) and submit them to the incident Finance Section who will post the equipment time to the Emergency Equipment Use Invoice (OF-286).

When the resource is released, and the Contractor's signature is obtained on the invoice and release inspection, incident Finance will submit the payment package to the designated payment office. If final payment is via agency-issued purchase card, the vehicle operator will demob with the original payment package documents for finalization upon return to his/her home unit.

Deductions - unless specifically stated elsewhere in this Agreement, the cost of any supplies, materials, or services provided for the Contractor by the Government will be deducted from the payment to the Contractor.

14. ORDER CANCELLATION

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 *Section 12 – Payments*, *Section 13 – Timekeeping/Invoicing Process*, and *Section 15 – Exceptions*.

15. EXCEPTIONS

- a. No further payment will accrue during any period that the equipment under hire is not in a safe or operable condition, or it is otherwise unavailable. Payment will be based on the calendar days the equipment was operational, as documented on the shift ticket.
- b. If the Contractor withdraws equipment prior to being released by the Government, no further payment shall accrue, and the Contractor shall bear all costs of returning the equipment to the point of hire.
- c. After inspection and acceptance for use, equipment that becomes inoperable and cannot be replaced or repaired at the site of work may be considered withdrawn by the Contractor in accordance with Item b. above, with the exception that the Government will bear all costs of returning the equipment to the point of hire as promptly as emergency conditions will allow.

16. VEHICLE LICENSING REQUIREMENTS

All vehicles offered and used under this Agreement shall be licensed and legally operable on all public roadways. All vehicles with a GVWR greater than 10,001 pounds shall have:

- a. US Department of Transportation (USDOT) number **AND**
- b. Annual USDOT certified vehicle inspection **OR**
- c. Commercial Motor Vehicle Safety Administration Inspection (49 CFR 396.23)

17. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with *35-1-1026* and *35-8-1001*, *Montana Code Annotated*. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

18. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

19. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

19.1 AGREEMENT This Agreement consists of 13 numbered pages, plus attachments, and Contractor's response, as amended. In the case of a dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

19.2 ENTIRE AGREEMENT These documents are the entire Agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be signed by all parties in a written agreement.

20. WAIVER

The Government's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

OFF-ROAD INCIDENT VEHICLE RENTAL AGREEMENT

ATTACHMENTS

- A. DNRC General Clauses to the EERA (OF-294)
- B. Standard Terms and Conditions
- C. Standard Contractor Performance Report
- D. Agency Contact Information/State Payment Offices
- E. Rental Vehicle Tracking Cover Sheet

Date

Contractor's Authorized Representative

Date

Department of Natural Resources and Conservation