

Oregon Department of Forestry
Incident Resource Agreement
2026-2029



**Appendix One (1) – AVIATION SUPPORT EQUIPMENT, SUPPLIES,
AND CHEMICALS
RESOURCE DUTIES, QUALIFICATIONS, & COMPENSATION**

A.1 - General Description of Duties

A.1.1 – Scope of Work

Provide aviation-related logistical and operational support to the Incident. Aviation Support equipment, supplies, and chemicals includes, but may not be limited to, **long-term and pre-treatment Retardants, Foams, Water Enhancers, Helicopter Dip Tanks or Heli-Wells, and Aviation-related Incendiary Devices.**

A.1.2 – Operational Conditions

Resource Providers will be required to transport operational equipment on steep, narrow, or poorly maintained roads, and to set up equipment on uneven terrain at Incident Base Camps, briefing areas, Incident Command locations, helibases and/or airports, or any other location specified for the Resource.

A.1.3 – Operational Environment

Equipment is expected to operate on uneven terrain while under variable and unpredictable environmental conditions, which may include heat, cold, dust, smoke, precipitation, and extended operating periods, as applicable to the assigned use of the equipment.

A.1.4 – Performance Requirements

Equipment is required to be in sound mechanical condition and perform in a safe, reliable and fully operational manner at all times while Under Hire.

A.1.5 – Compliance with U.S.D.A. Qualified Products List

All applicable Aviation Support equipment, supplies, and chemicals must be present on the appropriate [U.S.D.A Qualified Products List](#) and comply with all safety standards and other requirements applicable to the product, including appropriate specifications, mix ratios, and qualified applications.

A.2 – Rates and Compensation

A.2.1 – Wet Rates

Rates provided by Resource Provider, and approved by the State, are understood to be ‘Wet’ Rates. Wet Rates include:

- a) Equipment
- b) Transports and chase vehicles;
- c) Qualified Operator(s) and drivers;

- d) Fuel, and
- e) All required maintenance.

Unless modified under **Section A.3 – Exceptions**, payment will be made at the agreed-upon rates.

A.2.2 – Daily Rates

A.2.2.1 – Daily Rates apply when equipment with a Qualified Operator is ordered by the State and placed On-Shift.

A.2.2.2 – Flat-Rate, Per Gallon, and Per Ton Pricing

Resource Providers may submit flat-rate, per gallon, and per ton pricing based on the applicable Aviation Support equipment, supply, or chemical. These prices will be reviewed by the PCSU and the ODF Aviation Program for suitability and appropriateness. Once approved by ODF, daily rates and any additional prices submitted by the Resource Provider cannot be altered or updated until the next ODF IRA submission period.

A.2.2.3 – On-Shift Definition

On-Shift includes:

- a) Time the equipment is performing work;
- b) Time the equipment is held or directed to remain in a state of readiness;
- c) Mobilization activities (Check-in time); and
- d) Compensable travel that has a defined start and end time.

A.2.3 – Relocation

Resource Provider is eligible for a Mileage Relocation fee for oversized equipment or resource requiring extra labor to relocate.

A.3 – Exceptions

A.3.1 – Inoperable Equipment

A.3.1.1 – No payment will accrue for any period during which the equipment is not in a safe or operable condition for all or part of the assigned shift.

A.3.1.2 – Payment will be based solely on the hours the equipment is operational during the assigned shift, as documented on the shift ticket, compared against the designated shift identified in the Incident Action Plan (IAP).

A.3.1.3 – Equipment work time of fewer than eight (8) hours will be compensated at one-half (½) of the agreed-upon daily rate.

A.3.2 - Failure to Replace or Repair Equipment

If equipment cannot be replaced, or if equipment cannot be repaired at the Incident within twenty-four (24) hours, the equipment may be considered withdrawn by the Resource Provider.

A.3.3 - Voluntary Withdrawal by Resource Provider

If the Resource Provider withdraws equipment prior to release by the State, no further payment will accrue. The Resource Provider bears all costs associated with returning the equipment to PoH.

A.3.4 – Mandatory Work/Rest and Length of Assignment Compliance

No payment accrues when the Resource is off-shift in compliance with mandatory Work/Rest or Length-of-Assignment provisions. As an alternative to rotating personnel or taking an unpaid mandatory day off, the Resource may be released from the Incident at the discretion of the State.

A.4 – Training and Qualifications

A.4.1 - Retardant Tender Operators are required to:

- a) Possess a valid Commercial Driver's License (CDL) with the following required endorsements:
 - N endorsement (tank vehicle), or
 - X endorsement (tank and hazardous materials), as applicable
- b) Comply with FMCSR driving and duty-hour limitations when traveling to, from, or while assigned to an Incident.
- c) Comply with all OR-OSHA flammable liquid handling rules and NWCG fueling standards.
- d) Have full discretion and final authority to determine where and how the vehicle can safely operate.

A.4.2 - Change of Qualified Operators

Whenever there is a change in Resource Provider's Qualified Operator(s) during an Incident assignment, the incoming Qualified Operator(s) must follow the Incident's Check-in and inspection procedures upon arrival at the Incident.

A.4.3 - Communication Requirements

All personnel representing the Resource Provider must be able to proficiently communicate in English to ensure safe and effective performance of assigned duties. The Resource Provider's

representative must be able to proficiently communicate in English and read and communicate the IAP, Safety Alerts, and other operational documentation.

A.5 – Transports

A.5.1. – Resource Orders

Transports are bundled with their associated equipment on a single Resource Order. When a Transport is subcontracted, it will be ordered, dispatched, and compensated solely through the primary Resource Provider and will not be ordered as a separate Resource.

A.5.2 – Capability and Certification

The Resource Provider is responsible for transporting equipment to and from the Incident.

Transports are required to:

- a) Have current DOT certification;
- b) Be of legal and sufficient weight rating for the equipment transported;
- c) Comply with all state and federal hauling requirements, including weight restrictions, permit regulations, and applicable holiday or travel-restricted movement requirements (delays or standby resulting from such restrictions are not compensable);
- d) Maintain all special permits required for transport; and
- e) Provide chase vehicles when required by a permitting authority at no charge to the State.

A.5.3 – Operator Qualifications

- a) Operators of Transports with a GVWR of 26,001 pounds or greater must meet all federal and state Commercial Driver License (CDL) requirements, including all applicable endorsements.
- b) Operators of Transports with a GVWR of 10,001 pounds or greater must possess a valid Medical Examiner’s Certificate (medical card).

The Resource Provider is ultimately responsible for ensuring subcontracted Transport operators meet all qualification requirements.

A.5.4 – Transport Requirements

A.5.4.1 – Licensing and Legal Operability

All transports offered and used under this Agreement must be licensed and legally operable on all public roads. Transports with a GVWR of 10,001 or greater must have one of the following:

- a) A current USDOT annual certified vehicle inspection; or
- b) A current CVSA inspection as identified under 49 CFR 396.23.

A.5.4.2 – Mechanical Conditions and Performance

All vehicles and equipment are required to be in sound mechanical condition, with sufficient ability to operate on highways, uneven roads and the terrain.

A.5.4.3 – Brakes and Backup Alarms

All Transports are required to:

- a) Have functional brakes on all axles;
- b) Be equipped with an operator-controlled auxiliary braking device for Transports with a GVWR of 36,000 pounds or greater; and
- c) Be equipped with an electric or electronic backup alarm meeting SAE J994, Type D (87dBA).

A.5.4.4 – Application Requirement

The Resource Provider is not required to provide the quantity, Vehicle Identification Numbers (VINs), or other identifying information for Transports during the application process or prior to hire.

A.5.5 – Retention, Release and Payment Requirements

A.5.5.1 – Responsibility Prior to Unload

Equipment assigned may not be unloaded immediately upon arrival. The Resource Provider is responsible for all transport-related costs until the equipment is unloaded and the transport is released.

A.5.5.2 – Release of Transport

Once the equipment is delivered and unloaded, the transport is considered released, unless it is retained under one of the conditions below.

A.5.5.3 – Retention for Transport

A Transport will be retained solely for the purpose of transporting the equipment for which it was originally ordered. Retention must be documented on the Shift Ticket as well as daily recording of times worked. If the Resource Provider elects to keep the Transport at the Incident after release, no payment will be made. A Transport may be required to remain with associated equipment during Initial Attack until the Incident transitions to Extended Attack.

- A transition from Initial Attack occurs when Initial Attack resources are no longer capable of meeting Incident objectives—typically control—and additional resources and overhead

are committed. At this point, Transports assigned to Initial Attack may be released upon direction from the resource's Incident supervisor.

A.5.5.4 – Transport Pricing and Payment

A.5.5.4.1 – Uniform Pricing Requirements

Transports provided by a single Resource Provider must provide singular, identical pricing for all Provider Transports within the specified GVWR category. Transports are categorized as follows:

- a) Transports with GVWR over 10 Tons (example: tractor/trailer lowboys)
- b) Transports with GVWR under 10 Tons (example: pickup trucks with flatbed trailers)

A.5.5.4.2 – Transports Carrying Multiple Resources

When a single Transport is used to move multiple pieces of equipment belonging to the same Resource Provider, compensation is based on the actual hours worked and Under Hire within a twenty-four (24) hour period (0001–2359 hrs.), as documented on the Shift Ticket.

Only one (1) Transport may be compensated at any given time while hauling multiple resources for the same Resource Provider, regardless of the number of pieces of equipment being transported during that period. Hours worked by the Transport include time spent mobilizing equipment to the Incident, demobilizing equipment from the Incident, relocating to different locations, and relocation between the Incident and the PoH when directed or authorized by the State.

If the Transport is retained by the Incident to remain with an associated piece of equipment or is otherwise directed by the State to remain available for Incident operations, the Transport is considered Under Hire and compensated for the applicable On-Shift hours in addition to any Transport time worked.

Payment eligibility for the Transport's Daily Rate is determined by the total On-Shift hours worked by the Transport within the 0001–2359 timeframe, in accordance with this Agreement.

A.5.5.4.3 – Transport Payment Exceptions

No further payment accrues for the Transport during any period in which:

- a) The associated equipment is not safe or operable, or
- b) The equipment is not available for the assigned shift or any portion thereof.

A.6 – Additional Insurance Requirements

A.6.1 – Pollution Liability Insurance

Pollution Liability Insurance is required for Resources that carry and dispense any Aviation Support related chemicals and/or fuel. The combined single limit per occurrence shall not be less than \$500,000. Annual aggregate limit shall not be less than \$1,000,000. An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this agreement is also acceptable.

A.6.1.2 – Resource Provider Negligence

The Resource Provider will be responsible for the removal and disposal of chemical residue and chemical spills created due to accident or negligence of Contractor personnel. All clean-up and disposal will be accomplished in accordance with state and federal environmental regulations.

A.6.1.3 – Other Negligence

Spills that result from aircraft companies, agency personnel, other Resource Providers, or natural disaster will not be the Resource Provider's responsibility. The Resource Provider may be required to assist with the clean-up efforts. Any additional cost associated with the clean-up must be approved by the Resource Provider's contracting officer.