

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER EERA-NIFC-05-S4 3. EFFECTIVE DATES <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. Beginning</td> <td style="width: 50%; border: none;">b. Ending</td> </tr> <tr> <td style="border: none;">September 1, 2005</td> <td style="border: none;">See Block 9</td> </tr> </table>		a. Beginning	b. Ending	September 1, 2005	See Block 9				
a. Beginning	b. Ending										
September 1, 2005	See Block 9										
4. CONTRACTOR a. Name and Address BIRD'S PORTABLE SHOWERS ATTN: ALICIA BIRD 71 HIGHWAY 28 SALMON, ID 83467-7534 b. EIN/SSN: 82-0478706 DUNS #: 142575091		5. POINT OF HIRE (location when hired) Salmon, ID 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT									
c. Telephone Number (day) Phone: (208) 756-4327 Phone: (208) 756-8440 Fax: (208) 756-8443	d. Telephone Number (night) Phone: (208) 756-8440 Phone: (208) 940-1198	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT									
8. TYPE OF CONTRACTOR ("X" appropriate boxes)											
<input checked="" type="checkbox"/>	SMALL BUSINESS	<input type="checkbox"/>	LARGE BUSINESS	<input type="checkbox"/>	SMALL DISADVANTAGED OWNED	<input type="checkbox"/>	WOMEN OWNED	<input type="checkbox"/>	LABOR SURPLUS AREA	<input type="checkbox"/>	GOVERNMENT EMPLOYEE
9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small>				10. NUMBER OF OPERATORS		11. WORK OR DAILY a. rate b. unit		12. SPECIAL a. rate b. unit		13. GUARANTEE <small>(8 or more hours)</small>	
The purpose of this agreement is to provide the services of a Mobile Shower Facilities Unit 1 on a Call-When-Needed (CWN) basis. All services provided under this agreement shall be performed in accordance with the 2005 National Mobile Shower Facilities Contract specifications, terms, and conditions. Mobile Shower Facilities Unit 1 may be used beginning September 1, 2005 until December 31, 2005. All Fees for services performed under this agreement shall be documented on Form NFES 1276-C, Daily Shower Order/Invoice-Mobile Shower Facilities and Form NFES 1276-D, Daily Shower Order/Invoice, (Continuation Sheet) in accordance with contract Section G.8 Payment Procedures. Unless otherwise on assignment at an incident, Mobile Shower Facilities Unit 1 shall be physically located at the assigned Designated Dispatch Point(s) shown in Block 14 below. See the attached 2005 CWN Mobile Shower Facilities Unit Summary for all pricing applicable to this agreement and other unit information.											
14. SPECIAL PROVISIONS The Designated Dispatch Point for Mobile Shower Facilities Unit 1 is: 71 Highway 28, Salmon, ID 83467-7534 The Government is not obligated to place orders for services under this agreement. The Contractor may choose to accept or not accept any orders for services placed under this agreement.											
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>/s/ Alicia Bird</i>				16. DATE 09/01/05		17. CONTRACTING OFFICER'S SIGNATURE <i>/s/ Richard M. Willis for Melinda G. Draper</i>				18. DATE 09/02/05	
19. PRINT NAME AND TITLE Alicia Bird						20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer					

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER EERA-NIFC-05-S6 3. EFFECTIVE DATES a. Beginning: September 2, 2005 b. Ending: See Block 9			
4. CONTRACTOR a. Name and Address COWBOY CATERING ATTN: PETE BARTON 330 HURSH RIVERTON, WY 82501 b. EIN/SSN: 75-3070878 DUNS #: 122651792		5. POINT OF HIRE (location when hired) Riverton, WY 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
c. Telephone Number (day) Phone: (307) 856-6644 Phone: (307) 851-3637 Fax: (307) 856-6644 d. Telephone Number (night) Pager: (307) 230-7698		7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
8. TYPE OF CONTRACTOR ("X" appropriate boxes)					
<input checked="" type="checkbox"/>	SMALL BUSINESS	<input type="checkbox"/>	LARGE BUSINESS		
<input type="checkbox"/>	SMALL DISADVANTAGED OWNED	<input type="checkbox"/>	WOMEN OWNED		
<input type="checkbox"/>	LABOR SURPLUS AREA	<input type="checkbox"/>	GOVERNMENT EMPLOYEE		
9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small> The purpose of this agreement is to provide the services of a Mobile Shower Facilities Unit CC-13 on a Call-When-Needed (CWN) basis. All services provided under this agreement shall be performed in accordance with the 2005 National Mobile Shower Facilities Contract specifications, terms, and conditions. Mobile Shower Facilities Unit CC-13 may be used beginning September 2, 2005 until December 31, 2005. All Fees for services performed under this agreement shall be documented on Form NFES 1276-C, Daily Shower Order/Invoice-Mobile Shower Facilities and Form NFES 1276-D, Daily Shower Order/Invoice, (Continuation Sheet) in accordance with contract Section G.8 Payment Procedures. Unless otherwise on assignment at an incident, Mobile Shower Facilities Unit CC-13 shall be physically located at the assigned Designated Dispatch Point(s) shown in Block 14 below. See the attached 2005 CWN Mobile Shower Facilities Unit Summary for all pricing applicable to this agreement and other unit information.		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit	12. SPECIAL a. rate b. unit	13. GUARANTEE (8 or more hours)
14. SPECIAL PROVISIONS The Designated Dispatch Point for Mobile Shower Facilities Unit CC-13 is: 330 Hursh, Riverton, WY 82501 The Government is not obligated to place orders for services under this agreement. The Contractor may choose to accept or not accept any orders for services placed under this agreement.					
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>/s/ Pete Barton</i>		16. DATE 09/02/05	17. CONTRACTING OFFICER'S SIGNATURE <i>/s/ Richard M. Willis for Melinda G. Draper</i>		18. DATE 09/02/05
19. PRINT NAME AND TITLE Pete Barton			20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer		

2005 CWN MOBILE SHOWER FACILITIES UNIT SUMMARY (Original)

Contractor's Contact Information		Agreement Number	Designated Dispatch Points (DDPs) Availability Dates		Unit	Shower Heads			Water Vehicle	Sinks	Water Storage Gal.	
Unit ID	Contract Year	Unit Usage Rate/day	Mileage to & From Incident	Transport Water Vehicle Rate/Mile	Intermittent Use Water Vehicle Rate/Hr	Min. Required Staff	Max. Required Staff	Equipment Types Included with Unit	Vehicle Identification No. (VIN)			
Cowboy Catering 330 Hursh Riverton, WY 82501 Pete Barton (307) 856-6644 (307) 851-3637 (307) 230-7698 Pager (307) 856-6644 Fax Relocation Fee: \$575.00		EERA-NIFC-05-S6	Riverton, WY – Unit CC-13 09/02 – 12/31 330 Hursh Riverton, WY 82501		CC-13	M 7 Unisex	F 7 Unisex	Total 14	Gal. 1,500	8	Potable 3,000	Gray 3,000
		<u>Key Personnel:</u> Larry Hartwell Greg Rochlitz Less McCormick										
		<u>Alternates:</u>										
CC-13	2005	\$2,100	\$6.50	\$6.25	\$70.00	2	2	Shower Trailer Water Vehicle – CC-2 S & H Trailer	1HTLDTVNEJH599888 1HTLDTBNXJH599888 14KG23E23A046987			
	-	-	-	-	-							
	-	-	-	-	-							
	-	-	-	-	-							

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER EERA-NIFC-05-S3 3. EFFECTIVE DATES a. Beginning: September 1, 2005 b. Ending: See Block 9			
4. CONTRACTOR a. Name and Address DEWSNUP FIRE SUPPORT ATTN: CRAIG DEWSNUP 179 LITTLE AVENUE GRIDLEY, CA 95948 b. EIN/SSN: [REDACTED] c. Telephone Number (day): (530) 330-2765 Phone: (530) 846-3116 Fax: (530) 846-3807 d. Telephone Number (night): [REDACTED]		5. POINT OF HIRE (location when hired) Gridley, CA 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT					
8. TYPE OF CONTRACTOR ("X" appropriate boxes)					
<input checked="" type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> LARGE BUSINESS	<input type="checkbox"/> SMALL DISADVANTAGED OWNED	<input type="checkbox"/> WOMEN OWNED	<input type="checkbox"/> LABOR SURPLUS AREA	<input type="checkbox"/> GOVERNMENT EMPLOYEE
9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small>		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit	12. SPECIAL a. rate b. unit	13. GUARANTEE (8 or more hours)
The purpose of this agreement is to provide the services of a Mobile Shower Facilities Unit CMD-6 on a Call-When-Needed (CWN) basis. All services provided under this agreement shall be performed in accordance with the 2005 National Mobile Shower Facilities Contract specifications, terms, and conditions. Mobile Shower Facilities Unit CMD-6 may be used beginning September 1, 2005 until December 31, 2005. All Fees for services performed under this agreement shall be documented on Form NFES 1276-C, Daily Shower Order/Invoice-Mobile Shower Facilities and Form NFES 1276-D, Daily Shower Order/Invoice, (Continuation Sheet) in accordance with contract Section G.8 Payment Procedures. Unless otherwise on assignment at an incident, Mobile Shower Facilities Unit A shall be physically located at the assigned Designated Dispatch Point(s) shown in Block 14 below. See the attached 2005 CWN Mobile Shower Facilities Unit Summary for all pricing applicable to this agreement and other unit information.					
14. SPECIAL PROVISIONS The Designated Dispatch Point for Mobile Shower Facilities Unit CMD-6 is: 179 Little Avenue, Gridley, CA 95948 The Government is not obligated to place orders for services under this agreement. The Contractor may choose to accept or not accept any orders for services placed under this agreement.					
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>Is: Craig Dewsnup</i>		16. DATE 09/01/05	17. CONTRACTING OFFICER'S SIGNATURE <i>Is: Richard M. Willis for Melinda G. Draper</i>		18. DATE 09/01/05
19. PRINT NAME AND TITLE Craig Dewsnup			20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer		

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705	AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER EERA-NIFC-05-S5 3. EFFECTIVE DATES <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. Beginning September 2, 2005</td> <td style="width: 50%; border: none;">b. Ending See Block 9</td> </tr> </table>	a. Beginning September 2, 2005	b. Ending See Block 9
a. Beginning September 2, 2005	b. Ending See Block 9		
4. CONTRACTOR a. Name and Address FIRELINE SUPPORT SYSTEMS ATTN: JIM OR FLORA GORDON 556-325 KRAMER ROAD BIEBER, CA 96009 b. EIN/SSN: 68-0312863 DUNS #: 014752534 c. Telephone Number (day) Phone: (888) 299-5859 Phone: (530) 524-5787 Fax: (530) 294-5787 d. Telephone Number (night) Pager: (530) 247-9244	5. POINT OF HIRE (location when hired) Bieber, CA 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			

8. TYPE OF CONTRACTOR ("X" appropriate boxes)					
<input checked="" type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> LARGE BUSINESS	<input type="checkbox"/> SMALL DISADVANTAGED OWNED	<input type="checkbox"/> WOMEN OWNED	<input type="checkbox"/> LABOR SURPLUS AREA	<input type="checkbox"/> GOVERNMENT EMPLOYEE

9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small>	10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE <small>(8 or more hours)</small>
		a. rate	b. unit	a. rate	b. unit	
The purpose of this agreement is to provide the services of a Mobile Shower Facilities Unit 20 on a Call-When-Needed (CWN) basis. All services provided under this agreement shall be performed in accordance with the 2005 National Mobile Shower Facilities Contract specifications, terms, and conditions. Mobile Shower Facilities Unit 20 may be used beginning September 2, 2005 until December 31, 2005. All Fees for services performed under this agreement shall be documented on Form NFES 1276-C, Daily Shower Order/Invoice-Mobile Shower Facilities and Form NFES 1276-D, Daily Shower Order/Invoice, (Continuation Sheet) in accordance with contract Section G.8 Payment Procedures. Unless otherwise on assignment at an incident, Mobile Shower Facilities Unit A shall be physically located at the assigned Designated Dispatch Point(s) shown in Block 14 below. See the attached 2005 CWN Mobile Shower Facilities Unit Summary for all pricing applicable to this agreement and other unit information.						

14. SPECIAL PROVISIONS			
The Designated Dispatch Point for Mobile Shower Facilities Unit 20 is: 556-325 Kramer Road, Bieber, CA 96009 The Government is not obligated to place orders for services under this agreement. The Contractor may choose to accept or not accept any orders for services placed under this agreement.			

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>Is: Jim C. Gordon</i>	16. DATE 09/02/05	17. CONTRACTING OFFICER'S SIGNATURE <i>Is: Richard M. Willis for Melinda G. Draper</i>	18. DATE 09/02/05
19. PRINT NAME AND TITLE Jim C. Gordon, Business Manager		20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer	

2005 CWN MOBILE SHOWER FACILITIES UNIT SUMMARY (Original)

Contractor's Contact Information	Agreement Number	Designated Dispatch Points (DDPs) Availability Dates	Unit	Shower Heads			Water Vehicle Gal.	Sinks	Water Storage Gal.	
				M	F	Total			Potable	Gray
Fireline Support Systems 556-325 Kramer Road Bieber, CA 96009 <u>Jim Gordon</u> (888) 299-5859 (530) 524-5787 (530) 294-5787 Fax Relocation Fee: \$575.00	EERA-NIFC-05-S5	<u>Bieber, CA – Unit 20</u> 09/02 – 12/31 556-325 Kramer Road Bieber, CA 96009	20	8	4	12	3,385	14	1,350	2,700
	<u>Key Personnel:</u> Jim Gordon Dan Gordon Flora Gordon <u>Alternates:</u>									

Unit ID	Contract Year	Unit Usage Rate/day	Mileage to & From Incident	Transport Water Vehicle Rate/Mile	Intermittent Use Water Vehicle Rate/Hr	Min./Max. No. Required Staff		Equipment Types Included with Unit	Vehicle Identification No. (VIN)
						Min.	Max.		
20	2005	\$2,495	\$6.20	\$4.10	\$50.00			Shower Trailer Tractor Water Vehicle	1FU YBLDBXRP428844 1FU YBMOBSSL633314
	-	-	-	-	-				
	-	-	-	-	-				
	-	-	-	-	-				
<u>Optional Equipment</u>						-			
26	2005	\$1,025	\$3.65	-	-			Handwashing Unit 14 Sinks	46YCP162931068924
	-	-	-	-	-				
27	2005	\$1,025	\$3.65	-	-			Handwashing Unit 14 Sinks	46YCP182641070760
	-	-	-	-	-				
	-	-	-	-	-				

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER EERA-NIFC-05-S9 3. EFFECTIVE DATES <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. Beginning September 19, 2005</td> <td style="width: 50%; border: none;">b. Ending See Block 9</td> </tr> </table>		a. Beginning September 19, 2005	b. Ending See Block 9				
a. Beginning September 19, 2005	b. Ending See Block 9								
4. CONTRACTOR a. Name and Address IDAHO FIRE SERVICES, INC. ATTN: CHARLES BOWERS P.O. BOX 50698 IDAHO FALLS, ID 83405 b. EIN/SSN: 84-1615498 DUNS #: 135830144 c. Telephone Number (day) Phone: (208) 589-3223 Phone: (208) 589-3883 Fax: (208) 522-3169 d. Telephone Number (night) (208) 390-8354		5. POINT OF HIRE (location when hired) Idaho Falls, ID 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT							
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT									
8. TYPE OF CONTRACTOR ("X" appropriate boxes)									
<input checked="" type="checkbox"/>	SMALL BUSINESS	<input type="checkbox"/>	LARGE BUSINESS						
<input type="checkbox"/>	SMALL DISADVANTAGED OWNED	<input type="checkbox"/>	WOMEN OWNED						
<input type="checkbox"/>	LABOR SURPLUS AREA	<input type="checkbox"/>	GOVERNMENT EMPLOYEE						
9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small> The purpose of this agreement is to provide the services of a Mobile Shower Facilities Unit 7 on a Call-When-Needed (CWN) basis. All services provided under this agreement shall be performed in accordance with the 2005 National Mobile Shower Facilities Contract specifications, terms, and conditions. Mobile Shower Facilities Unit 7 may be used beginning September 19, 2005 until December 31, 2005. All Fees for services performed under this agreement shall be documented on Form NFES 1276-C, Daily Shower Order/Invoice-Mobile Shower Facilities and Form NFES 1276-D, Daily Shower Order/Invoice, (Continuation Sheet) in accordance with contract Section G.8 Payment Procedures. Unless otherwise on assignment at an incident, Mobile Shower Facilities Unit 7 shall be physically located at the assigned Designated Dispatch Point(s) shown in Block 14 below. See the attached 2005 CWN Mobile Shower Facilities Unit Summary for all pricing applicable to this agreement and other unit information.		10. NUMBER OF OPERATORS	11. WORK OR DAILY <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. rate</td> <td style="width: 50%; border: none;">b. unit</td> </tr> </table>	a. rate	b. unit	12. SPECIAL <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. rate</td> <td style="width: 50%; border: none;">b. unit</td> </tr> </table>	a. rate	b. unit	13. GUARANTEE (8 or more hours)
a. rate	b. unit								
a. rate	b. unit								
14. SPECIAL PROVISIONS The Designated Dispatch Point for Mobile Shower Facilities Unit 7 is: The Government is not obligated to place orders for services under this agreement. The Contractor may choose to accept or not accept any orders for services placed under this agreement.									
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>/s/ Charles Bowers</i>	16. DATE 09/03/05	17. CONTRACTING OFFICER'S SIGNATURE <i>/s/ Richard M. Willis for Melinda G. Draper</i>	18. DATE 09/03/05						
19. PRINT NAME AND TITLE Charles Bowers, President		20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer							

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705	<p style="text-align: center;">AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</p> 2. AGREEMENT NUMBER EERA-NIFC-05-S1
4. CONTRACTOR a. Name and Address MOUNTAIN MIST SHOWERS ATTN: TIM COMPTON 5514 KING AVENUE EAST BILLINGS, MT 59101	3. EFFECTIVE DATES a. Beginning: September 1, 2005 b. Ending: See Block 9
b. EIN/SSN: 81-0531960 DUNS #: 013326041 c. Telephone Number (day) Phone: (406) 248-8355 Phone: (406) 655-1928 Fax: (406) 248-6470	5. POINT OF HIRE (location when hired) Billings, MT
d. Telephone Number (night)	6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	

8. TYPE OF CONTRACTOR ("X" appropriate boxes)											
<input checked="" type="checkbox"/>	SMALL BUSINESS	<input type="checkbox"/>	LARGE BUSINESS	<input type="checkbox"/>	SMALL DISADVANTAGED OWNED	<input type="checkbox"/>	WOMEN OWNED	<input type="checkbox"/>	LABOR SURPLUS AREA	<input type="checkbox"/>	GOVERNMENT EMPLOYEE

9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small>	10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE <small>(8 or more hours)</small>
		a. rate	b. unit	a. rate	b. unit	
The purpose of this agreement is to provide the services of a Mobile Shower Facilities Unit A on a Call-When-Needed (CWN) basis. All services provided under this agreement shall be performed in accordance with the 2005 National Mobile Shower Facilities Contract specifications, terms, and conditions.						
Mobile Shower Facilities Unit A may be used beginning September 1, 2005 until December 31, 2005.						
All Fees for services performed under this agreement shall be documented on Form NFES 1276-C, Daily Shower Order/Invoice-Mobile Shower Facilities and Form NFES 1276-D, Daily Shower Order/Invoice, (Continuation Sheet) in accordance with contract Section G.8 Payment Procedures.						
Unless otherwise on assignment at an incident, Mobile Shower Facilities Unit A shall be physically located at the assigned Designated Dispatch Point(s) shown in Block 14 below.						
See the attached 2005 CWN Mobile Shower Facilities Unit Summary for all pricing applicable to this agreement and other unit information.						

14. SPECIAL PROVISIONS			
The Designated Dispatch Point for Mobile Shower Facilities Unit A is: 5514 King Avenue East, Billings, MT 59101			
The Government is not obligated to place orders for services under this agreement. The Contractor may choose to accept or not accept any orders for services placed under this agreement.			

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>Is/ Tim Compton</i>	16. DATE 09/01/05	17. CONTRACTING OFFICER'S SIGNATURE <i>Is/ Richard M. Willis for Melinda G. Draper</i>	18. DATE 09/01/05
19. PRINT NAME AND TITLE Tim Compton		20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer	

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT									
4. CONTRACTOR a. Name and Address NELSON JAMES COMPANY ATTN: JEANIE NELSON 3405 JACK DRIVE MISSOULA, MT 59803		2. AGREEMENT NUMBER EERA-NIFC-05-S8		3. EFFECTIVE DATES a. Beginning: September 3, 2005 b. Ending: See Block 9							
b. EIN/SSN: 93-108547 DUNS #:		5. POINT OF HIRE (location when hired) Missoula, MT									
c. Telephone Number (day) Phone: (406) 531-4129 Phone: (406) 531-4130 Fax: (406) 728-2315		d. Telephone Number (night)		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT							
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT											
8. TYPE OF CONTRACTOR ("X" appropriate boxes)											
<input checked="" type="checkbox"/>	SMALL BUSINESS	<input type="checkbox"/>	LARGE BUSINESS	<input type="checkbox"/>	SMALL DISADVANTAGED OWNED	<input type="checkbox"/>	WOMEN OWNED	<input type="checkbox"/>	LABOR SURPLUS AREA	<input type="checkbox"/>	GOVERNMENT EMPLOYEE
9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small>		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit		12. SPECIAL a. rate b. unit		13. GUARANTEE (8 or more hours)				
The purpose of this agreement is to provide the services of a Mobile Shower Facilities Unit 1 on a Call-When-Needed (CWN) basis. All services provided under this agreement shall be performed in accordance with the 2005 National Mobile Shower Facilities Contract specifications, terms, and conditions. Mobile Shower Facilities Unit 1 may be used beginning September 3, 2005 until December 31, 2005. All Fees for services performed under this agreement shall be documented on Form NFES 1276-C, Daily Shower Order/Invoice-Mobile Shower Facilities and Form NFES 1276-D, Daily Shower Order/Invoice, (Continuation Sheet) in accordance with contract Section G.8 Payment Procedures. Unless otherwise on assignment at an incident, Mobile Shower Facilities Unit 1 shall be physically located at the assigned Designated Dispatch Point(s) shown in Block 14 below. See the attached 2005 CWN Mobile Shower Facilities Unit Summary for all pricing applicable to this agreement and other unit information.		[Empty]	[Empty]		[Empty]		[Empty]				
14. SPECIAL PROVISIONS The Designated Dispatch Point for Mobile Shower Facilities Unit 1 is: 3405 Jack Drive, Missoula, MT 59803 The Government is not obligated to place orders for services under this agreement. The Contractor may choose to accept or not accept any orders for services placed under this agreement.											
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>/s/ Jeanie Ann Nelson</i>		16. DATE 09/03/05		17. CONTRACTING OFFICER'S SIGNATURE <i>/s/ Richard M. Willis for Melinda G. Draper</i>		18. DATE 09/03/05					
19. PRINT NAME AND TITLE Jeanie A. Nelson, Owner				20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer							

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER EERA-NIFC-05-S8, Modification NIFC-01, Termination 3. EFFECTIVE DATES a. Beginning: September 3, 2005 b. Ending: See Block 9																																																											
4. CONTRACTOR a. Name and Address NELSON JAMES COMPANY ATTN: JEANIE NELSON 3405 JACK DRIVE MISSOULA, MT 59803 b. EIN/SSN: 93-108547 DUNS #: 135790488 c. Telephone Number (day) Phone: (406) 531-4129 Phone: (406) 531-4130 Fax: (406) 728-2315 d. Telephone Number (night)		5. POINT OF HIRE (location when hired) Missoula, MT 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT																																																											
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT																																																													
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9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)																																																													
The purpose of this Modification is the termination of this Agreement. Effective September 28, 2005 this Agreement is hereby terminated. CWN Mobile Shower Facilities Unit 1 may no longer receive or respond to orders or dispatches from the National Interagency Coordination Center under this Agreement. This is a Unilateral Modification to this Agreement. You are not required to sign this document and/or return a copy to the this office.																																																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">10. NUMBER OF OPERATORS</th> <th colspan="2">11. WORK OR DAILY</th> <th colspan="2">12. SPECIAL</th> <th rowspan="2">13. GUARANTEE (8 or more hours)</th> </tr> <tr> <th style="width: 15%;">a. rate</th> <th style="width: 15%;">b. unit</th> <th style="width: 15%;">a. rate</th> <th style="width: 15%;">b. unit</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE (8 or more hours)	a. rate	b. unit	a. rate	b. unit																																																
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14. SPECIAL PROVISIONS Mobile Shower Facilities Unit 1 no longer has a Designated Dispatch Point. The Government will no longer place orders for services under this agreement. The Contractor may not accept any orders for services placed under this agreement.																																																													
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE N/A		16. DATE 09/28/05	17. CONTRACTING OFFICER'S SIGNATURE <i>/s/ Melinda G. Draper</i>																																																										
19. PRINT NAME AND TITLE Jeanie A. Nelson, Owner		18. DATE 09/28/05 20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer																																																											

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, IDAHO 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER EERA-NIFC-05-S7 3. EFFECTIVE DATES <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. Beginning</td> <td style="width: 50%; border: none;">b. Ending</td> </tr> <tr> <td style="border: none;">September 2, 2005</td> <td style="border: none;">See Block 9</td> </tr> </table>		a. Beginning	b. Ending	September 2, 2005	See Block 9		
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September 2, 2005	See Block 9								
4. CONTRACTOR a. Name and Address S & K TRANSPORT ATTN: STEVE RALSTON 3077 HWY 93 N DARBY, MT 59829-0585 b. EIN/SSN: _____ DUNS #: 959018748 c. Telephone Number (day) Phone: (406) 821-4126 Phone: (406) 821-4848 Fax: (406) 821-3003 d. Telephone Number (night) _____		5. POINT OF HIRE (location when hired) Darby, MT 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT							
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9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small> The purpose of this agreement is to provide the services of a Mobile Shower Facilities Unit 1 on a Call-When-Needed (CWN) basis. All services provided under this agreement shall be performed in accordance with the 2005 National Mobile Shower Facilities Contract specifications, terms, and conditions. Mobile Shower Facilities Unit 1 may be used beginning September 2, 2005 until December 31, 2005. All Fees for services performed under this agreement shall be documented on Form NFES 1276-C, Daily Shower Order/Invoice-Mobile Shower Facilities and Form NFES 1276-D, Daily Shower Order/Invoice, (Continuation Sheet) in accordance with contract Section G.8 Payment Procedures. Unless otherwise on assignment at an incident, Mobile Shower Facilities Unit 1 shall be physically located at the assigned Designated Dispatch Point(s) shown in Block 14 below. See the attached 2005 CWN Mobile Shower Facilities Unit Summary for all pricing applicable to this agreement and other unit information.		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit	12. SPECIAL a. rate b. unit	13. GUARANTEE (8 or more hours)				
14. SPECIAL PROVISIONS The Designated Dispatch Point for Mobile Shower Facilities Unit 1 is: 3077 HWY 93 N, Darby, MT 59829-0585 The Government is not obligated to place orders for services under this agreement. The Contractor may choose to accept or not accept any orders for services placed under this agreement.									
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>/s/ Steve Ralston</i>		16. DATE 09/02/05	17. CONTRACTING OFFICER'S SIGNATURE <i>/s/ Richard M. Willis for Melinda G. Draper</i>		18. DATE 09/03/05				
19. PRINT NAME AND TITLE Steve Ralston, Owner			20. PRINT NAME AND TITLE Melinda G. Draper, Contracting Officer						

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 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. 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. 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 11)** (hourly or mileage) 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 12)** 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 13. 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 13. 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 11)** - 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, as shown on the Incident Action Plan.

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. 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 TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS 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 (18 U.S.C. 930 (f)(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 knives 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. HARASSMENT FREE WORKPLACE - Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at: www.gpoaccess.gov

CLAUSE 19. Definitions - The following definitions for Block 8 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294 (Cont.)

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
52.202-1 DEFINITIONS (APR 1984)
52.303-1 OFFICIALS NOT TO BENEFIT (APR 1984)
52.203-3 GRATUITIES (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.222-3 CONVICT LABOR (APR 1984)
52.222-26 EQUAL OPPORTUNITY (APR 1984)
52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAR 1989)
52.232-1 PAYMENTS (APR 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)
52.232-11 EXTRAS (APR 1984)
52.232-17 INTEREST (APR 1984)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-25 PROMPT PAYMENT (APR 1989)
52.233-1 DISPUTES, ALTERNATE 1 (APR 1984)
52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)
52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$2,500

52.222-4 CONTRACT WORK HOURS SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 1986)
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.222-41 SERVICE CONTRACT ACT - See applicable Wage Determination attached

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$10,000

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS & SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985)
52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)
52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED & VIETNAM VETERANS (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$25,000

52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)
52.219-13 UTILIZATION OF WOMAN-OWNED BUSINESS (AUG 1986)
52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)

ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF EQUIPMENT UNDER AGREEMENT CONFORMS WITH THE DEFINITIONS PROVIDED BELOW:

"Leasing" as used in this subpart, means the acquisition of motor vehicles, other than by purchase from private or commercial sources, and includes the synonyms "hire" and "rent." "Motor vehicle" means an item of equipment, mounted on wheels and designed for highway and/or land use, that (a) derives power from a self-contained power unit or (b) is designed to be towed by and used in conjunction with self-propelled equipment. (FAR 8.1101)

52.208-4 VEHICLE LEASE PAYMENTS (APR 1984)
52.208-5 CONDITION OF LEASE VEHICLES (APR 1984)
52.208-6 MARKING OF LEASED VEHICLES (APR 1984)