

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service Fire and Aviation Management	AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: 3. EFFECTIVE DATES a. Beginning b. Ending
4. CONTRACTOR a. Name and Address Firestorm Wildland Fire Suppression Inc. 1100 Fortress St. Suite 2 Chico, CA 95973 b. EIN/SSN: 68-0390618 DUNS No: 959840349	5. POINT OF HIRE (location when hired) Location at time of hire 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) 530-898-8153	d. Telephone Number (night) 530-898-8153
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	

8. TYPE OF CONTRACTOR ("X" appropriate boxes)

Service Disabled Veteran Owned Small Business
 SMALL BUSINESS
 SMALL DISADVANTAGED OWNED
 WOMEN OWNED
 LABOR SURPLUS AREA
 GOVERNMENT EMPLOYEE

9. ITEM DESCRIPTION	10. NUMBER OF OPERATORS	11. WORK OR DAILY	12. SPECIAL	13. GUARANTEE
Mobile Water Enhancer Plant (WEP) (Aircraft – Rotorwing or Fixed wing)	2	a. rate b. unit \$2,000.00 Day	a. rate b. unit	(8 or more hours)

a. FIREWALL II - Mobile Water Enhancer Plant (WEP)

SCOPE: Water Enhancer Plant (WEP) for mixing and loading Qualified Product, to be used for delivery of water enhancer. Contractor shall supply One Product Representative, plus a Plant Operator who will operate the system and provide technical services. The Agency may provide support personnel if available. Personnel may engage in one or more of the following activities: activation, mixing, loading, relocation, and de-activation.

The plant unless otherwise specified will be dispatched as the blending unit only = (Agency provides water source, water handling equipment and tanks)

The ordering unit can request the WEP to be dispatched 100% self-contained = (Plant Includes: Blender, Water handling equipment, Volume pumps and tanks. Agency to provide water source) **See attached for additional equipment rates.**

Indicate the geographic location(s) the equipment is located within California: **North Ops, GACC.**

Contractor will be responsible for providing a copy of this agreement to the Water Enhancer base manager upon initial arrival at the incident.

Refer to the National Blanket Purchase Agreement (BPA) (FOB origin price) for Water Enhancers for maximum pricing structure. Prices shall not exceed prices shown in the BPA. Invoices will include actual cost of transportation, including standby time authorized by the Agency, and must be on the invoice in order to be paid. The purpose for standby will be documented and approved on the daily log and submitted.

Identify the applications your equipment is capable of supporting in the following table:

ITEM	UNIT	UNIT PRICE	FIXED-WING AIRTANKER *	SEATS *	HELICOPTER BUCKET	GROUND ENGINE
1. Blended Gel Rate .25% to .5%	Finished Gallon	\$1.50	X	X	X	X
2. Blended Gel Rate .6% to 1.25%	Finished Gallon	\$2.12	X	X	X	X
3. Blended Gel Rate 1.25% to 3%	Finished Gallon	\$3.48	X	X	X	X

* Fixed-wing Airtanker and SEAT use is only allowed under a formal field evaluation at this time. SEAT use of water enhancer products are being evaluated under a conditional approval (product complies with all requirements in the specification for laboratory evaluation; a field evaluation is required for full qualification). Refer to the Qualified Products List located at the Wildland Fire Chemical Systems Web Page: http://www.fs.fed.us/rm/fire/documents/wat_enh.pdf for the approved applications and mix ratios per water enhancer product. These products are uncolored and at present time there are no approved colored products.

Agency and Equipment / Operation requirements are listed in block 14, Special Provisions.

When requested and approved in writing, additional contractor personnel may be ordered. (This is not applicable to replacement of primary crew)

The Daily Rate will be applied per each full or partial day on assignment. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the Daily Rate will be made in accordance with clause 7(a).

Actual transportation costs to transport the Mobile Water Enhancer Plant will be paid. Documentation such as a Bill of Lading (BOL) must support the invoice.

On-hand unmixed quantities of bulk product to meet fire needs will be jointly determined by the Agency and the Contractor. The contractor will be responsible for ordering and scheduling shipments to meet on-hand requirements. All mixed Water Enhancer is deemed sold and the property of the Agency. All bulk product is the property of the contractor. There will be no restocking charge to the Agency for unused bulk product.

The Daily availability rate shall include all expenses, i.e. reimbursement of overnight expenses (RON's), and per diem costs except as provided in Clause 8 - Meals and Bedding of the General Clauses.

The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 5,000 gallons per day.

Forest Service payments under this agreement will be made by the USDA Albuquerque Service Center, Incident Business Contracts, 101B Sun Ave NE, Albuquerque, NM 87109. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, and other supporting documents will be used for processing orders and payments for the equipment and associated Water Enhancer. A separate purchase/delivery order or Government credit cards should not be issued by the Agency.

14. SPECIAL PROVISIONS:

See following requirements for support to helicopter operations, SEATs, and engines.

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE Jess R. Wills - President		20. PRINT NAME AND TITLE	

14. Special Provisions

REQUIREMENTS FOR HELICOPTER AND SEAT SUPPORT:

1. The plant must be able to provide approved mixed water enhancer and be able to mix the product at a rate of 6,000 gallons per hour.
2. For helicopter operations the plant must be able to load mixed Product into a helicopter dip tank at a rate of 100 gallons per minute. AFG FIREWALL II is authorized for helicopter bucket use, SEATS and for use in Fixed-Tank Helicopters.
3. For single engine air tanker operations the plant must be able to load mixed chemicals into a SEAT at a rate of 200 gallons per minute.
4. For SEAT operations the plant must include one open top mixed product storage tank.
5. If available the contractor may be requested to provide water to the mobile water enhancement plant. This may include providing water from water tenders, from a pressurized source, or from a drafting source. If a drafting source is provided, Super Pumps, Type Type 3 engine or larger or a water tender capable of drafting can be requested. If contractor's equipment is unavailable at the time of request, the Agency will be required to provide the above water handling needs.
6. For helicopter operations the plant must include at least one open-top mixed product storage tank with a minimum opening diameter of 8'.
7. The plant must include at least one separate open-top fresh water rinse tank of the same size as stated above or a water tender equipped and available for immediate use to rinse water enhancer product from tanks and buckets.
8. The plant must arrive at the incident with enough water enhancer concentrate to provide at least 50,000 gallons of mixed product at .5%. See Exhibit B for the current Qualified Products List (QPL).
9. The contractor will provide the water enhancer concentrate, equipment, personnel, transportation, and other items needed to meet the requirements.
10. All contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable.
11. To be considered available for hire, the Contractor must be able to initiate response to a site designated by the Agency at any time, day or night, within two hours of the time the contractor accepts the offer of hire.
12. Arrival time will be negotiated between the Contractor and the Agency at the time of dispatch. The Agency reserves the right to withdraw its offer of hire if the Contractor cannot arrive at the designated site by the time specified by the Agency.
13. The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by his equipment or employees while operating under the terms of the EERA.

**** WATER SOURCE****

The Agency will provide a water source supply capable of delivering 350 GPM to the plant and any Hose (2-1/2" fire hose – N. H. coupling thread) required beyond that carried by the plant. Fuel for plant Operations will be furnished by the Agency.

REQUIREMENTS FOR ENGINE / GROUND BASED APPLICATION SUPPORT

1. The plant must be able to provide approved mixed Water Enhancer. The plant must be able to load fire apparatus at a rate of 300 gallons per minute, and must be able to mix the water enhancer at a rate of 6,000 gallons per hour.
2. Plant equipment must include at least one portable storage tank of at least 1500 gallon capacity.
3. The plant must arrive at the incident with enough water enhancer concentrate to provide at least 25,000 gallons of mixed product. See Exhibit B for the current Qualified Products List (QPL).
4. The contractor will provide the water enhancer concentrate, equipment, personnel, transportation, and other items needed to meet the requirements.
5. All contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable.
6. To be considered available for hire, the Contractor must be able to initiate response to a site designated by the Agency at any time, day or night, within two hours of the time the contractor accepts the offer of hire.
7. Arrival time will be negotiated between the Contractor and the Agency at the time of dispatch. The Agency reserves the right to withdraw its offer of hire if the Contractor cannot arrive at the designated site by the time specified by the Agency.
8. The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by his equipment or employees while operating under the terms of the EERA.

Firestorm's FIREWALL II – W.E.P

Exhibit A

EQUIPMENT LIST

Type of product(s): Minimum Equipment Configuration

1. Concentrated - AFG Firewall II – Water Enhancer
2. Water Enhancer Blending Plant
3. 300 feet of 3" quick-connect coupled hose
4. Connecting hoses fittings, loading hoses and valves
5. Gel Testing Kit (Marsh Funnel)
6. Blending Plant tool kit and spare parts
7. 2,000 gallon Water Supply / Transfer Tank – collapsible

**For a 100% Self Sufficient Plant the following additional Equipment and Pricing is available
* (When order by the Government)**

Item Description	Number of Operators	Work or Daily Rate	Special
WEP Type 2- Support Water Tender: (3,800 Gallon) VIN: 1MZAR14Y0EM001208 License: SE446699 State: CA Year: 1984 Model: Mack	1	\$1,650.00 Day	
WEP Type 2- Support Water Tender: (3,400 Gallon) VIN: 1WVYDCJE7GU106153 License: SE471189 State: CA Year: 1986 Model: WIM64T	1	\$1,650.00 Day	
WEP High Volume Super Pump / Fill Station: 800 GPM, Isuzu 3 cylinder Diesel motor, USFS approved Fish Screen Trailer mounted, with 108 gallon fuel tank. Tow Vehicle, Hose and Fittings and Operator. Pump 1: Lic: 4KW5208, Vin: 189TR7108AS732027 Pump 2: Lic: 4ME6680, Vin: 1B9TR6105EW732088 Pump 3: Lic: 4MN8417, Vin: LN3T0412CAE195709	1	\$1,300.00 Day (12hr day) \$3.25 Mile	\$110 per hour for each additional hour beyond 12 hour shift
WEP Self- Supporting Frameless Product Tank: 10,000 Gallon	0	\$800.00 Day	
WEP Self- Supporting Frameless Rinse Tank: 10,000 Gallon	0	\$800.00 Day	
Portable Volume Pump 300 GPM	0	\$250.00 Day	

<p>WEP – Engine Type 3 – NWCG Wildland Engine 500 Gallon, HM500 PTO Pump 2006 – Ford F-650 Lic: B9424062 Vin: 3FRNW65F06V246487 E-9908</p>	<p>3</p>	<p>\$2,700.00 Day</p>	
<p>WEP – Engine Type 3 – NWCG Wildland Engine 500 Gallon, HM500 PTO Pump 1990 – International - Beck Lic: B8348072 Vin: 1HTSDTVNXLH218880 E-9907</p>	<p>3</p>	<p>\$2,700.00 Day</p>	
<p>WEP – Engine Type 3 – NWCG Wildland Engine 500 Gallon, HM500 PTO Pump 2008 – Ford F-750 Lic: D5286405 Vin: 3FRNX75X88V068326 E-9901</p>	<p>3</p>	<p>\$2,700.00 Day</p>	

- All Pricing to be negotiated at the Incident.

Exhibit B
Qualified Products List at time of Award



USDA Forest Service

Washington Office

Fire & Aviation Management

2/5/2010

WATER ENHANCERS

Qualified By USDA Forest Service In Accordance with Forest Service Specification 5100-306A (June 2007)

These products are evaluated and qualified only

at the specified mix ratio range and only for use with the indicated application.

Consult individual agencies for specific policies relating to water enhancer use.

Please review the Notes for Selection and Use [www.fs.fed.us/rm/fire/wfcs/documents/we_notes.pdf]

Chemical	Mix Ratio ¹	Qualified Applications ²					
		Fixed-Wing Multi Engine	Airtanker SEATS		Fixed-Tank Helicopter	Helicopter Bucket	Ground Engine
Uncolored - Only uncolored products have completed a laboratory evaluation as required by Forest Service Specifications 5100-306a							
Chemdal Aqua Shield 100	0.4% - 1.2%	3	•			•	•
Sold as Phos-Check AquaGel-K			• 4				
Sold as FireOut Ice							
Stockhausen Cindet FP-47	2%	3				•	•
Sold as Thermo-Gel 200L (blue pails)							
Wildfire AFG Firewall	3.0%	3	• 4			•	•
Barricade II	1.0%	3	• 4			•	•
Barricade II	1.0% - 3.0%					•	•
Thermo-Gel 200L (red pails)	0.5% - 3.0%	3	• 4			•	•
Thermal-Gel 500P	0.4% - 0.5%	3	• 4		•	•	•
Thermal-Gel 500P	0.4% - 1.2%		• 4			•	•
Wildfire AFG Firewall II	0.25% - 3.0%	3	• 4		•	•	•
Bio Cental Blazetamer 380	0.65%	3	•		•	•	•
Colored - No colored water enhancers are available							
¹	The product, outside the mix ratio or mix ratio range shown, is not qualified for use.						
²	<ul style="list-style-type: none"> • Fully Qualified (Product complies with all requirements of a formal specification.) ○ Conditional Approval (Product complies with all requirements in the specification for laboratory evaluation; a field evaluation is required for full qualification. Not available for use except during an agency-authorized field evaluation.) 						
	Evaluations from the field are requested with regard to effectiveness, ease of use and mixing. (Evaluation forms are available on the web at www.fs.fed.us/rm/fire/wfcs/tests/index.htm . Select "Water Enhancer Evaluation" under Section 12 – Operational Field Evaluation Test.)						
³	Forest Service policy does not allow application of water enhancers from large airtankers. These products meet the requirements for application from multi-engine aircraft for those agencies whose policy permits this use. (4.) Colored products may be used within a controlled study to determine visibility as required by the specification.						

GENERAL CLAUSES TO EMERGENCY EQUIPMENT
RENTAL
AGREEMENT FORM OF-294 (11-30-2004)

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

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

CLAUSE 2. 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 USC 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. HARRASSMENT 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).

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
- 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)
- 52.222-26EQUAL OPPORTUNITY (APR 1984)
- 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAR 89)
- 52-232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 89)
- 52.232-11EXTRAS (APR 1984)
- 52-232-17INTEREST (APR 1984)
- 52.232.18AVAILABILITY OF FUNDS (APR 1984)
- 52.232-25PROMPT 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)
- 52.232-33PAYMENT 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 9APR 1984)
- 52.222-41SERVICE CONTRACT ACT – See applicable Wage Determination attached

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

- 52.219-8 UTILIZATION OF SMALL BUSINESS CONDENSERS & 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 WORMAN-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)