EMERGENC	Y EQUIPN	IENT R	ENT/	AL AG	RE	EMENT			
1. ORDERING OFFICE (name and address)			AGRE			BER MUST A			L PAPERS
USDA, FOREST SERVICE		2. /	GREE			<i>ING TO THIS</i> ER	AGRE	EMENI	
NATIONAL INTERAGENCY FIRE CENT	ER			NIFC-0					
3833 S. DEVELOPMENT AVENUE		3. E	FFECT	IVE DAT	ES				
BOISE, IDAHO 83705			a. Begi	-	-		. End		
4. CONTRACTOR a, Name and Address				mber 1,				lock 9	
BIRD'S PORTABLE SHOWERS			Salmo		(100	ation when hi	irea)		
ATTN: ALICIA BIRD					EIS	BASED ON /	ALL O	PERATIN	IG SUPPLIES
71 HIGHWAY 28			BEING	FURNISI	HED	BY			
SALMON, ID 83467-7534									-
b. EIN/SSN: 82-0478706 DUNS #: 14257	75001		X	CONTRA	CTC		GOV	ERNME	NT
	Number (nigh	t) 7. (PERA	TOR FUR	RNIS	HED BY			
	(208) 756-84						10000		
	(208) 940-11	98	X	CONTRA	СТС	R	GOV	ERNME	NT
Fax: (208) 756-8443 8. TYPE OF CONTRACTOR ("X" appropriate box	(es)								
	DISADVANTAGED		WOMEN C	WNED		BOR SURPLUS A	DEA	COVER	MENT EMPLOYEE
A SMALL DUSINESS LARGE DUSINESS SMALL	DISADVANTAGED	OWNED	WOMEN	JWNED	LA	BUR SURPLUS A	REA	GOVERN	MMENT EMPLOTEE
9. ITEM DESCRIPTION	10. NUMBER			OR DAIL		12. SPECI	-		3. GUARANTEE
(include make, model, year, serial number and accessories)	OPERATOR	ls a. r	ate	b. uni	t	a. rate	b. u	init (a	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 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 Show	ver Facilities Uni	it 1 is: 71 H	ighway	28, Salr	non,	ID 83467-75	34		
The Government is not obligated to place order orders for services placed under this agreemen	s for services ur							ccept or	not accept any
15. CONTRACTOR'S OR AUTHORIZED AGENT'S		16. DATE	17	CONTR	ACT	ING OFFICE	R'S SI	GNATUR	E 18. DATE
IsI: Alicia Bird		19499 - 556695				hard M.			
		09/01/0				elinda G. D	1.18.20.48.4	1000 C 10	09/02/05
19. PRINT NAME AND TITLE			20			ME AND TITL			-
Alicia Bird				Me	lind	a G. Drape	r, Cor	ntracting	g Officer
NSN 7540-01-121-8825 PREVIOUS EDITION NOT USABLE							0	PTIONAL FO	ORM 294 (REV. 8-90)

USDA/USDI ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

Cont	ractor's Cont	act		• • • • • • • • • • • • • • • • • • •	Designated Dispa	atch Points (DDPs)					Water			nter
and the second se	Information			ement Number	Availab	ility Dates	Unit	Statement of the local division in which the local division in which the local division in the local division	ower H		Vehicle	Sinks	Storag	ge Gal.
Bird's P 71 Hwy Salmon, <u>Alicia B</u> (208) 75 (208) 75 (208) 75 (208) 94 (208) 94	ortable Show 28 ID 83467 ird 66-4327 66-8440 66-8440	L	EEF <u>k</u> Cody H Kent Bi Alicia H Jeff Min Matt Iry	A-NIFC-05-S4 <u>Aey Personnel:</u> aslett rd, Driver Bird, Supply Driver <u>Alternates:</u>	<u>Salmon, ID – Un</u> 09/01 – 12/31 71 Hwy 28 Salmon, ID 8340	<u>nit 1</u>	1	M 8	F	Total 16	Gal. 4,100	8	7,500	2,500
Relocation Unit ID	n Fee: \$575.00 Contract Year) Unit (Rate		Mileage to & From Incident	Transport Water Vehicle Rate/Mile	Intermittent Use Water Vehicle Rate/Hr		Max. No. red Staff Max.		quipment cluded wir		Vehicle	(dentificat (VIN)	tion No.
1	2005	\$2,8		\$6.00	\$4.50	\$80.00	3	5	_	ver Trailer		1PT04KA		758
•	-							-	Tract Wate		ion	2WKPDC 1NKWL2 PHWSSU	CHNK929 9X6ES315	9789
				2										

EMERG	SENCY	EQUIP	MEN	IT REN	ITAL A	GRI	EEMENT			
1. ORDERING OFFICE (name and address	s)					RELAT	MBER MUST A			
USDA, FOREST SERVICE				2. AGR	REEMENT	NUME	BER			
NATIONAL INTERAGENCY FIRE		R			RA-NIFC		66			
3833 S. DEVELOPMENT AVENU	E			3. EFF	ECTIVE D	ATES				
BOISE, IDAHO 83705				a. E	Beginning			. Endi	-	
					ptember				lock 9	
4. CONTRACTOR a. Name and Addres	SS						ation when hi	ired)		
COWBOY CATERING					erton, W					
ATTN: PETE BARTON								ALL OI	PERATI	NG SUPPLIES
330 HURSH				BEI	NG FURN	ISHED	BY			
RIVERTON, WY 82501					_					
				X	CONT	RACTO		GOV	ERNME	NT
	1226517		41		DATOD					
		umber <i>(nigh</i> 7) 230-769		7. OPE	RATOR F	URNIS	SHED BY			
Phone: (307) 850-8644 Pa	iger. (30	7) 230-708	50		CONT	рлото		COV	ERNME	NT
				X	CONT	NACIN		000		
Fax: (307) 856-6644 8. TYPE OF CONTRACTOR ("X" appropriate	iato hovor	-1								
	1	5								
X SMALL BUSINESS LARGE BUSINESS	SMALL DI	SADVANTAGED	OWNE	D WON	IEN OWNED	LA	BOR SURPLUS A	REA	GOVER	NMENT EMPLOYEE
9. ITEM DESCRIPTION		10. NUMBER	ROF	11 WO	RK OR D		12. SPECI	ΔΙ		13. GUARANTE
(include make, model, year, serial number and access		OPERATO		a. rate		unit	a. rate	b. u		8 or more hour
The purpose of this agreement is to provide										
services of a Mobile Shower Facilities Unit C on a Call-When-Needed (CWN) basis. All s										
provided under this agreement shall be perfo										
in accordance with the 2005 National Mobile										
Shower Facilities Contract specifications, ter										
and conditions.										
Mahila Chausa Faailitiaa Ulait 00.40 aasta										
Mobile Shower Facilities Unit CC-13 may be beginning September 2, 2005 until December						1000 100				
2005.	eror,									
All Fees for services performed under this										
agreement shall be documented on Form NI	FES									
1276-C, Daily Shower Order/Invoice-Mobile	Della									
Shower Facilities and Form NFES 1276-D, I Shower Order/Invoice, (Continuation Sheet)										
accordance with contract Section G.8 Paym										
Procedures.										
								99		
Unless otherwise on assignment at an incide										
Mobile Shower Facilities Unit CC-13 shall be										
physically located at the assigned Designate Dispatch Point(s) shown in Block 14 below.	be									
Signator Formas Shown in DIOCK 14 DEIOW.										
See the attached 2005 CWN Mobile Shower										
Facilities Unit Summary for all pricing application	able to									
this agreement and other unit information.										
14. SPECIAL PROVISIONS										
The Designated Dispatch Point for Mobi	ile Shower	Facilities Un	nit CC-	13 is: 33	0 Hursh, F	Riverto	n, WY 82501			
The Government is not obligated to place	ce orders f	or services u	nder ti	his agreer	nent. The	Contra	ctor may choo	se to a	ccept or	not accent any
orders for services placed under this ag	reement.			-3.001		2 3 1 1 1 4	inter inter on ou	a	-oopt of	accept any
15. CONTRACTOR'S OR AUTHORIZED AG	GENT'S S	IGNATURE	16.	DATE	17. CON	TRACT	TING OFFICE	R'S SIG	GNATUR	E 18. DATE
100 100							chard M.			IN DATE
Isl: Pete Barton			09/	02/05	/5/.		-			09/02/05
19. PRINT NAME AND TITLE					20 00		Ielinda G. D			
Pete Barton					N	lelind	a G. Drape	r, Cor	ntractin	g Officer
NSN 7540-01-121-8825 PREVIOUS EDITION NOT LISABLE								OF	TIONAL F	ORM 294 (REV. 8-90

JS EDITION NOT USABLE ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL COPY 4 - OPTIONAL

Cor	ntractor's Con Information		Agreement Number	Designated Dispa	atch Points (DDPs) ility Dates	Unit	She	wer Head	la	Water Vehicle	Sinks	Wa Storag	
330 Hurs Riverton <u>Pete Bar</u> (307) 85 (307) 85 (307) 23	Catering sh , WY 8250 <u>ton</u> 6-6644)1 er	EERA-NIFC-05-S6 Key Personnel: Larry Hartwell Greg Rochlitz Less McCormick Alternates:	Riverton, WY - 09/02 - 12/31 330 Hursh Riverton, WY 8	Unit CC-13	CC-13	M 7 Unisex	F 7 Unisex	Total 14	Gal. 1,500	8	Potable 3,000	Gray 3,000
Relocation Unit ID CC-13	Contract Year 2005 - -	0 Unit Usa Rate/da \$2,100 - -	y From Incident	Transport Water Vehicle Rate/Mile \$6.25	Intermittent Use Water Vehicle Rate/Hr \$70.00 - -		/Max. No. uired Staff . Max. 2	Incl Showe Water	uipment uded wit r Trailer Vehicle - Trailer	h Unit	1HTLDT 1HTLDT	Identificat (VIN) VNEJH599 BNXJH599 (23A04698	9888 9888
	-		-	-	-								

EMERG	ENCY EQUIPM	ENT REN	ITAL AG	REEMENT			
1. ORDERING OFFICE (name and address			REEMENT	NUMBER MUST	APPEAR ON		PERS
USDA, FOREST SERVICE		2. AGR		LATING TO THIS	SAGREEMEN	11	
NATIONAL INTERAGENCY FIRE	CENTER	EEF	RA-NIFC-0	05-S3			
3833 S. DEVELOPMENT AVENU	E		ECTIVE DA				
BOISE, IDAHO 83705			Beginning		b. Ending		
	-	Se	otember 1	, 2005 (location when l	See Block S	9	
4. CONTRACTOR a. Name and Addres DEWSNUP FIRE SUPPORT	55		dley, CA	(location when i	nirea)		
ATTN: CRAIG DEWSNUP				TE IS BASED ON	ALL OPERAT	TING SU	JPPLIES
179 LITTLE AVENUE		BEI	NG FURNIS	HED BY			
GRIDLEY, CA 95948					_		
F		X	CONTR	ACTOR	GOVERNN	IENT	
	: 098860091 ephone Number (night	t) 7 OPE	RATOR FU	RNISHED BY			
Phone: (530) 330-2765	cpriorie number (mgm						
Phone: (530) 846-3116		X	CONTR	ACTOR	GOVERNM	1ENT	
Fax: (530) 846-3807							
8. TYPE OF CONTRACTOR ("X" appropr	iate boxes)						
X SMALL BUSINESS LARGE BUSINESS	SMALL DISADVANTAGED	OWNED WOM	MEN OWNED	LABOR SURPLUS	AREA GOV	ERNMENT	EMPLOYEE
9. ITEM DESCRIPTION	10. NUMBER	OF 11. WC	ORK OR DA	LY 12. SPEC	CIAL	13. GI	UARANTEE
(include make, model, year, serial number and access	operator	RS a. rate	b. ur	nit a. rate	b. unit	(8 or n	nore 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 s provided under this agreement shall be perf							
in accordance with the 2005 National Mobile							
Shower Facilities Contract specifications, te	rms,						
and conditions.							
Mobile Shower Facilities Unit CMD-6 may b							
beginning September 1, 2005 until Decemb 2005.	er 31,						
2003.							
All Fees for services performed under this							
agreement shall be documented on Form N 1276-C, Daily Shower Order/Invoice-Mobile							
Shower Facilities and Form NFES 1276-D,	Daily						
Shower Order/Invoice, (Continuation Sheet							
accordance with contract Section G.8 Payn Procedures.	ient						
	8 W						
Unless otherwise on assignment at an incid Mobile Shower Facilities Unit A shall be phy							
located at the assigned Designated Dispate							
Point(s) shown in Block 14 below.							
See the attached 2005 CWN Mobile Showe	er						
Facilities Unit Summary for all pricing applie	cable to						
this agreement and other unit information.							
14. SPECIAL PROVISIONS						1	
The Designated Dispatch Point for Mo							
The Government is not obligated to pla orders for services placed under this a	ace orders for services u greement.	nder this agree	ement. The C	contractor may cho	oose to accept	or not a	ccept any
15. CONTRACTOR'S OR AUTHORIZED		16. DATE	17. CONT	RACTING OFFIC	ER'S SIGNAT	URF	18. DATE
				Richard M			
Ist: Craig Dewsnu	(p	09/01/05		for Melinda G.			09/01/05
19. PRINT NAME AND TITLE				NT NAME AND TI			
Craig Dewsnup			M	elinda G. Drap	per, Contrac	ting Of	ficer
NSN 7540-01-121-8825					OPTIONA	L FORM 2	294 (REV. 8-90)

PREVIOUS EDITION NOT USABLE ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

Co	ntractor's Co		atch Points (DDPs)					Water			ter		
	Information	THE OWNER ADDRESS OF TAXABLE ADD	Agreement Number	Availab	oility Dates	Unit	Sho	wer Head		Vehicle	Sinks		ge Gal.
179 Litt Gridley, (530) 33 (208-650 (530) 84 (208) 65	p Fire Suppo le Avenue CA 95948 ewsnup 60-2765 Cel	ort 1	EERA-NIFC-05-S3 <u>Key Personnel:</u> Craig Dewsnup Michelle Dewsnup Joe Dewsnup <u>Alternates:</u>	Gridley, CA – U 09/01 – 12/31 179 Little Avenu Gridley, CA 959	J <u>nit 1</u> 1e	1	M 6	F 6	Total 12	Gal. 1,635	12	Potable 1,340	Gray 2,680
Unit ID	n Fee: \$575.0 Contract Year	Unit Usa Rate/da	y From Incident	Transport Water Vehicle Rate/Mile	Intermittent Use Water Vehicle Rate/Hr	Requ Min		Inch	ipment ' aded wit			(dentificat (VIN)	ion No.
1	2005 - - -	\$2,172 - - -	\$4.95 - - - -	\$3.25 - - - -	\$60.00 - - -	2	3 - -		Trailer Water Ve railer	h. 1,635 g	CA698159 1M2V230 CA4FN13	Y4FM001	415
	-	-	-	-	-		-						

				Y EQUIPI	MEN	IT REN	TAL AG	GRE	EMENT				
1. ORDERING OFFICE USDA, FOREST S NATIONAL INTER		E		ER		2. AGRE		UMB					APERS
3833 S. DEVELOF BOISE, IDAHO 83	MENT					3. EFFE	cTIVE DAtes of the second seco	TES	b	. Endi See Bl			
4. CONTRACTOR a. FIRELINE SUPPO			S			5. POIN	OF HIRE		ation when h		UOK U		
ATTN: JIM OR FL 556-325 KRAMER BIEBER, CA 9600	ORA G		I			6. THE V BEIN	er, CA VORK RAT G FURNIS CONTRA	HED			ERAT		UPPLIES
b. EIN/SSN: 68-03128		DUNS #:				X				GOVI			
c. Telephone Number (Phone: (888) 299 Phone: (530) 524 Fax: (530) 294-5	9-5859 4-5787 787	Pa	ger: (Number <i>(nigl</i> 530) 247-92		7. OPER	CONTRA			GOV	ERNM	ENT	
8. TYPE OF CONTRAC	LARGE BL			DISADVANTAGED	OWNE		N OWNED	LAF	BOR SURPLUS A	REA	GOVE	RNMEN	T EMPLOYEE
9. ITEM DESCRIPTION							L						
(include make, model, year, s	erial number	and access	ories)	10. NUMBE OPERATO		a. rate	b. un		12. SPECI a. rate	b. u	nit		UARANTEE more hours)
The purpose of this agree services of a Mobile Show Call-When-Needed (CWN provided under this agree in accordance with the 20 Shower Facilities Contrac and conditions.	ver Faciliti I) basis. Ment sha 05 Nation	ies Unit 2 All service Il be perfo al Mobile	0 on a es ormed										
Mobile Shower Facilities I beginning September 2, 2 2005.													
All Fees for services perfo agreement shall be docur 1276-C, Daily Shower Or Shower Facilities and For Shower Order/Invoice, (C accordance with contract Procedures.	nented or der/Invoic m NFES ontinuatio	e-Mobile 1276-D, E n Sheet)	Daily in										
Unless otherwise on assig Mobile Shower Facilities located at the assigned D Point(s) shown in Block 1	Jnit A sha esignated	all be phys	sically								-		
See the attached 2005 C\ Facilities Unit Summary fo this agreement and other	or all prici	ng applica											
14. SPECIAL PROVISIO		t for Blacki											
The Designated Dis The Government is	not obligat	ed to plac	e orders	s for services u							ccept o	or not a	ccept any
orders for services p 15. CONTRACTOR'S O	laced und	er this agr	reement						ING OFFICE				
	im C.			SIGHATORE		02/05			hard M.				18. DATE 09/02/05
19. PRINT NAME AND	-								elinda G. D ME AND TITL				
Jim C. Gordon, I	Business	s Manag	er						a G. Drape	100	tracti	ng Of	ficer
SN 7540-01-121-8825 REVIOUS EDITION NOT USABLE						I				OP	TIONAL	FORM 2	94 (REV. 8-90)

Cor	ntractor's Co				atch Points (DDPs)					Water	G! 1		ater
T. 11	Information		Agreement Number	CARDINAL STREET, BALL STREET, STRE	oility Dates	Unit	NAMES OF TAXABLE PARTY.	wer Hea		Vehicle	Sinks	and the second se	ge Gal.
Fireline	Support Sys	stems	EERA-NIFC-05-S5	Bisher CA H		20	M	F	Total	Gal.	1.4	Potable	
	Kramer Ro	ad		Bieber, CA – Un 09/02 – 12/31	<u>nit 20</u>	20	8	4	12	3,385	14	1,350	2,700
Bieber, (CA 96009		Var Dansonnal	556-325 Kramer	Road								
		æ	Key Personnel: Jim Gordon	Bieber, CA 960	09								
			Dan Gordon	Dieben, err you									
Jim Gord	don		Flora Gordon										
(888) 29	9-5859												
(530) 52			Alternates:										
	4-5787 Fax												
(000) 25	i o i o i u												
													1
Relocation	n Fee: \$575.0	0											
				Transport	Intermittent Use	Min	/Max. No.	1					
	Contract	Unit Usag	e Mileage to &	Water Vehicle	Water Vehicle		uired Staff	Eau	uipment	Types	Vehicle	Identificat	tion No.
Unit ID	Year	Rate/day		Rate/Mile	Rate/Hr	Min		Incl	uded wit	h Unit		(VIN)	
20	2005	\$2,495	\$6.20	\$4.10	\$50.00			the second se	r Trailer		1FUYBLI		8844
	-	-	-	-	-			Tracto	r				
	-	-		-	-			Water	Vehicle		1FUYBM	OBSSL63	3314
	-	-	-		-								
	-	-	-	-	-								
Optional E							-						
26	2005	\$1,025	\$3.65	-	-		-		vashing U	nit	46YCP16	293106892	24
	-	-		-	-		.	14 Sin	ıks				
27	2005	\$1,025	\$3.65	-	-		-	Handw	vashing U	nit	46YCP18	264107076	50
	-	-	-	-	-		-	14 Sin	iks				
	-	-	-	-	-		-		10 M 10 10 M 10 10 10 10 10 10 10 10 10 10 10 10 10				
Daniel a constrained in a constrained in the								1					

EMERGENC	Y EQUIPN	IENT	REN	TAL AC	R	EEMENT			
1. ORDERING OFFICE (name and address)			AG			IBER MUST			
USDA, FOREST SERVICE		2	2. AGR	EEMENT N			JAGRE	CIVIENI	
NATIONAL INTERAGENCY FIRE CENT	ER		EER	A-NIFC-	05-8	59			
3833 S. DEVELOPMENT AVENUE		1	B. EFFE	CTIVE DA	TES				
BOISE, IDAHO 83705				eginning			b. Endi	ST 10 7980	
				tember 1			See B	lock 9	
4. CONTRACTOR a. Name and Address IDAHO FIRE SERVICES, INC.				o Falls, I		ation when I	nirea)		
ATTN: CHARLES BOWERS		6				BASED ON	ALL O	PERATIN	NG SUPPLIES
P.O. BOX 50698			BEIN	IG FURNIS	HED	BY			
IDAHO FALLS, ID 83405							-		
			X	CONTRA	CTO	DR	GOV	ERNME	NT
b. EIN/SSN: 84-1615498 DUNS #: 13583 c. Telephone Number (day) d. Telephone		f) 7		RATOR FU	RNIS	HED BY			
Phone: (208) 589-3223 (208) 390		9 .			titic				
Phone: (208) 589-3883			X		CTC	DR	GOV	ERNME	NT
Fax: (208) 522-3169			1.50000000						
8. TYPE OF CONTRACTOR ("X" appropriate box			1						
X SMALL BUSINESS LARGE BUSINESS SMALL	DISADVANTAGED	OWNED	WOM	EN OWNED	LA	BOR SURPLUS	AREA	GOVER	NMENT EMPLOYEE
9. ITEM DESCRIPTION	10. NUMBER	OF 1	1. WO	RK OR DAI	LY	12. SPEC	IAL	1	3. GUARANTEE
(include make, model, year, serial number and accessories)	OPERATOR	RS a	a. rate	b. un	it	a. rate	b. u	ınit (8 or more hours)
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				0					
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.							-		
						6			
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.									
14. SPECIAL PROVISIONS									
The Designated Dispatch Point for Mobile Show	er Facilities Uni	it 7 is:							
The Government is not obligated to place orders orders for services placed under this agreement	s for services ur	nder this	agreem	nent. The Co	ontra	ctor may cho	ose to a	iccept or	not accept any
15. CONTRACTOR'S OR AUTHORIZED AGENT'S	SIGNATURE	16. DA	TE	17. CONT	RAC	TING OFFICI	ER'S SI	GNATUF	RE 18. DATE
IsI: Charles Bowers		09/03	3/05	/s/:	Ri	chard M	. 200	illis	09/03/05
						lelinda G.		r	00/00/00
19. PRINT NAME AND TITLE						ME AND TIT		10 1002	
Charles Bowers, President				Me	lind	la G. Drap			
NSN 7540-01-121-8825 PREVIOUS EDITION NOT USABLE								PTIONAL F SDA/USDI	ORM 294 (REV. 8-90)

ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

Cor	ntractor's Co				atch Points (DDPs)					Water			ter
X1.1	Information	the second s	Agreement Number	Availab	oility Dates	Unit	CONTRACTOR OF CONT	wer Hea		Vehicle	Sinks	Storag	Statement and an and an an other statement of the stateme
P.O. Boy	re Services, x 50698 alls, ID 8340		EERA-NIFC-05-S9	<u>Idaho Falls, ID</u> 09/03 - 12/31	<u>– Unit 7</u>	7	M 12	F 5	Total 17	Gal. 3,300	14	Potable 2,500	Gray 2,400
<u>Charles</u> (208) 58 (208) 58 (208) 39	<u>Bowers</u> 9-3223 9-3883		Key Personnel: John MacAffee Virginia Cambell Ernie Hardy <u>Alternates:</u> Charles Bowers										
Relocation	n Fee: \$575.0 Contract	0 Unit Usa	ge Mileage to &	Transport Water Vehicle	Intermittent Use Water Vehicle		/Max. No. iired Staff		uipment	T			
Unit ID	Year	Rate/da	y From Incident	Rate/Mile	Rate/Hr	Min			uded wit		venicie	dentificat (VIN)	ion No.
7	2005	\$2,720 - - -	\$8.25 - - -	\$6.25 - - -	\$60.00	2	3	Showe Showe Water Tractor	r Trailer r Trailer : Vehicle	1	C8612903 N/A 1XKED29 TDC926V N/A	8 0X3FJ3642	33
				20									

EMER	GENCY EQ	UIPMEN	IT RE	NTAL A	GRE	EEMENT			
1. ORDERING OFFICE (name and addre	ss)		A			IBER MUST A TING TO THIS			PAPERS
USDA, FOREST SERVICE			2. AG	REEMENT			AGRE	EWIENI	
NATIONAL INTERAGENCY FIR			EE	RA-NIFC-	05-8	51			
3833 S. DEVELOPMENT AVEN	JE			ECTIVE DA	TES		_	2	
BOISE, IDAHO 83705			A State of the second	Beginning	- 20	1999 B	. End		
4. CONTRACTOR a. Name and Addr	ess			ptember 1		ation when hi		lock 9	
MOUNTAIN MIST SHOWERS				ings, MT	. 1100		il eu)		
ATTN: TIM COMPTON					TE IS	BASED ON	ALL O	PERATING	SUPPLIES
5514 KING AVENUE EAST			BE	ING FURNIS	SHED	BY			
BILLINGS, MT 59101				CONTR	ACTO		COV	ERNMENT	-
b. EIN/SSN: 81-0531960 DUNS	#: 013326041			CONTR	AGIC		GOV	ERNIVIEN	
c. Telephone Number (day) d. Te	lephone Number	(night)	7. OPE	RATOR FU	RNIS	HED BY			
Phone: (406) 248-8355				CONTR	AOTO		001		-
Phone: (406) 655-1928 Fax: (406) 248-6470				CONTR	ACTO		GUV	ERNMEN	
8. TYPE OF CONTRACTOR ("X" approp	viate boxes)		1						
X SMALL BUSINESS LARGE BUSINESS	SMALL DISADVAN	NTAGED OWNE	D WOI	MEN OWNED	LA	BOR SURPLUS A	REA	GOVERNM	IENT EMPLOYEE
	1				1		1		
9. ITEM DESCRIPTION (include make, model, year, serial number and acce		JMBER OF	a. rate	DRK OR DA		12. SPECI a. rate	AL b. u		or more hours)
			ur ruce		iii.	ui ruto	01 0		
The purpose of this agreement is to provid services of a Mobile Shower Facilities Unit									
Call-When-Needed (CWN) basis. All servi	ces								
provided under this agreement shall be per									
in accordance with the 2005 National Mobi Shower Facilities Contract specifications, t									
and conditions.	erris,								
Mobile Shower Facilities Unit A may be use									
Mobile Shower Facilities Unit A may be us beginning September 1, 2005 until Decem									
2005.									
All Fees for services performed under this									
agreement shall be documented on Form I									
1276-C, Daily Shower Order/Invoice-Mobil	e								
Shower Facilities and Form NFES 1276-D, Shower Order/Invoice, (Continuation Shee									
accordance with contract Section G.8 Pays									
Procedures.									
Unless otherwise on assignment at an inci	dent,								
Mobile Shower Facilities Unit A shall be ph	ysically								
located at the assigned Designated Dispat Point(s) shown in Block 14 below.	cn								
See the attached 2005 CWN Mobile Show Facilities Unit Summary for all pricing appli									
this agreement and other unit information.									
14. SPECIAL PROVISIONS									
The Designated Dispatch Point for Mo	bile Shower Facilit	ties Unit A is	: 5514 Ki	ng Avenue F	East	Billinas. MT	59101		
The Government is not obligated to pla	ace orders for serv					(Ta - 13)		ccept or pr	t accent any
orders for services placed under this a	greement.		ine agree		onau	otor may onoo	30 10 a	ocept of ne	accept any
15. CONTRACTOR'S OR AUTHORIZED	AGENT'S SIGNAT	TURE 16.	DATE	17. CONT	RACI	ING OFFICE	R'S SIG	GNATURE	18. DATE
Ist: Tim Compto	u.	09/	/01/05	/s/:	Ric	hard M.	Wi	illis	09/01/05
		00/	01,00			lelinda G. D		-	00/01/05
19. PRINT NAME AND TITLE				980039		ME AND TITL		5 8 S	
Tim Compton				Me	elind	a G. Drapei	15.2		
NSN 7540-01-121-8825 PREVIOUS EDITION NOT USABLE							OF	TIONAL FOR	M 294 (REV. 8-90)

ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

USDA/USDI

Co	ntractor's Co			Designated Dispatch Points (DDPs) Availability Dates						Water			ater
	Information	a land of the local division of the local di	Agreement Number	Availab	ility Dates	Unit		wer Hea		Vehicle	Sinks		ge Gal.
5514 Kir Billings, <u>Tim Cor</u> (406) 24 (406) 65 (406) 24	8-8355	East	EERA-NIFC-05-S1 <u>Key Personnel:</u> Tom Sayre Ron Steel John Hahn Tom Kreitinger <u>Alternates:</u> Tim Compton Jay Davis	<u>Billings, MT – U</u> 09/01 – 12/31 5514 King Aven Billings, MT 59	ue East	Α	M 8	F 4	Total 12	Gal. 3,000	12	Potable 2,680	Gray 2,680
	n Fee: \$575.0 Contract	Unit Usag		Transport Water Vehicle	Intermittent Use Water Vehicle	Requ	/Max. No. uired Staff	Eq	uipment	Types	Vehicle	Identifica	tion No.
Unit ID	Year	Rate/day	of your second and the local distance of the second second second second second second second second second sec	Rate/Mile	Rate/Hr	Min			luded wit	h Unit	10000	(VIN)	
A	2005	\$2,400 - - -	\$5.90 - - -	\$4.85 - - -	\$72.50	2	2	Tracto	er Trailer r Vehicle		1XKAD6	20DA0550 9XXSS664 816LS650	4751
Optional H	Equipment												
A-4	2005	\$1,255 - - -	\$3.60 - - -		-		-	Water	Vehicle 2	2,000 gal.	1FDNF70	81SVA	
HW-1	2005 - - -	\$800 - - -	\$3.90 - - -	-	-	1	1 - -	Handy 12 Sin	vashing U ks	Init	4J6GC28	272B0347	12

EMERGENO	Y EQUIP	MENT RE	NTAL AG	REEMENT				
1. ORDERING OFFICE (name and address)		1			APPEAR ON A			
USDA, FOREST SERVICE		2. AG	RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER					
NATIONAL INTERAGENCY FIRE CEN	TER	E	EERA-NIFC-05-S8					
3833 S. DEVELOPMENT AVENUE			3. EFFECTIVE DATES					
BOISE, IDAHO 83705	BOISE, IDAHO 83705			2005	b. Ending			
4. CONTRACTOR a. Name and Address	4. CONTRACTOR a. Name and Address				See Block 9 hired)			
NELSON JAMES COMPANY	NELSON JAMES COMPANY				ini euj			
ATTN: JEANIE NELSON			issoula, MT E WORK RAT	E IS BASED ON	ALL OPERATI	NG SUPPLIES		
3405 JACK DRIVE		BI	EING FURNISH	IED BY				
MISSOULA, MT 59803		Г	X CONTRA	CTOR	GOVERNME	NT		
b. EIN/SSN: 93-108547 DUNS #:			<u>x</u>					
c. Telephone Number (day) d. Telephone Phone: (406) 531-4129	Number (nig	ht) 7. OP	ERATOR FUR	NISHED BY				
Phone: (406) 531-4129 Phone: (406) 531-4130			X CONTRA	CTOR	GOVERNME	NT		
Fax: (406) 728-2315			<u></u>					
8. TYPE OF CONTRACTOR ("X" appropriate bo	xes)							
X SMALL BUSINESS LARGE BUSINESS SMALL	DISADVANTAGE	OWNED WO	DMEN OWNED	LABOR SURPLUS	AREA GOVER	NMENT EMPLOYEE		
9. ITEM DESCRIPTION	10. NUMBE		ORK OR DAIL	Y 12. SPE0		3. GUARANTEE		
(include make, model, year, serial number and accessories)	OPERATO					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.								
14. SPECIAL PROVISIONS								
The Designated Dispatch Point for Mobile Show The Government is not obligated to place order	s for services u					not accept any		
orders for services placed under this agreemen	t.	and agree	110 001	actor may only		not dovept dily		
15. CONTRACTOR'S OR AUTHORIZED AGENT'S	SIGNATURE	16. DATE			ER'S SIGNATUR	E 18. DATE		
1s1: Jeanie Ann Nelson	1s1: Jeanie Ann Nelson			Richard M		09/03/05		
19. PRINT NAME AND TITLE				Melinda G. I				
Jeanie A. Nelson, Owner			10000			Officer		
SN 7540-01-121-8825			IVIEII		er, Contracting			
PREVIOUS EDITION NOT USABLE ORIGINAL - CONTRACTOR; C	OPY 2 - ORDERING	OFFICE FILE CO	PY; COPY 3 - FIN	ANCE; COPY 4 - C	LISDA/LISDI	DRM 294 (REV. 8-90)		

EMERGENC	Y EQUIPM	ENT REI	NTAL AC	GRE	EEMENT			
1. ORDERING OFFICE (name and address)		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS						
USDA, FOREST SERVICE	2. AG	RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER						
NATIONAL INTERAGENCY FIRE CENT	TER		EERA-NIFC-05-S8, Modification NIFC-01, Termination					
3833 S. DEVELOPMENT AVENUE			3. EFFECTIVE DATES					
BOISE, IDAHO 83705		a.	Beginning			b. End	ing	
			ptember 3				lock 9	
4. CONTRACTOR a. Name and Address					ation when h	nired)		
NELSON JAMES COMPANY ATTN: JEANIE NELSON			soula, MT		BASED ON		PERATING	
3405 JACK DRIVE			ING FURNIS				I EIVATING	SOFTELES
MISSOULA, MT 59803								
			CONTRA	CTC	DR	GOV	ERNMENT	
b. EIN/SSN: 93-108547 DUNS #: 13579			_			-		
c. Telephone Number (day) d. Telephone Phone: (406) 531-4129	Number (night)	7. OPI	ERATOR FUI	RNIS	HED BY			
Phone: (406) 531-4129			CONTRA	сто	R	GOV	ERNMENT	
Fax: (406) 728-2315								
8. TYPE OF CONTRACTOR ("X" appropriate box	xes)							
X SMALL BUSINESS LARGE BUSINESS SMALL	DISADVANTAGED O	WNED WO	MEN OWNED	LA	BOR SURPLUS	AREA	GOVERNM	ENT EMPLOYEE
							- COTLININ	
9. ITEM DESCRIPTION	10. NUMBER (ORK OR DAI		12. SPEC	1		GUARANTEE
(include make, model, year, serial number and accessories)	OPERATORS	a. rate	b. un	it	a. rate	b. u	init (8 d	or more hours)
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.								
	· · · · ·							
14. SPECIAL PROVISIONS Mobile Shower Facilities Unit 1 no longer has a	Designated Dispa	atch Point.						
The Government will no longer place orders for under this agreement.			. The Contra	ctor r	may not acce	pt any c	orders for s	ervices placed
15. CONTRACTOR'S OR AUTHORIZED AGENT'S	SIGNATURE 1	6. DATE	17. CONTR	ACT	ING OFFICE	R'S SIG	GNATURE	18. DATE
N/A			Is/: 7	Mel	linda G.	Dra,	ber	09/28/05
19. PRINT NAME AND TITLE					ME AND TITI	F		
Jeanie A. Nelson, Owner			2000			2000	trooting	Officer
NSN 7540-01-121-8825			ivie	mua	a G. Drape			
PREVIOUS EDITION NOT USABLE						OF	TIONAL FOR	M 294 (REV. 8-90)

ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

Co	ntractor's Co Information		Agreement Number		atch Points (DDPs) ility Dates	Unit	Sho	wer Head	ls	Water Vehicle	Sinks	Wa Storag	
Nelson James Company 3405 Jack Drive Missoula, MT 59803		EERA-NIFC-05-S8 Key Personnel:	<u>Missoula, MT</u> – 09/03 – 12/31 3405 Jack Drive	Missoula, MT – Unit 1		M 16	F 6	Total 22	Gal. 3,500		Potable 3,500	Gray 3,000	
<u>Jeanie N</u> (406) 53 (406) 53 (406) 53 (406) 72	31-4126 31-4129	ıx	Jeanie Nelson <u>Alternates:</u>	Missoula, MT 5	9803							2	
Relocation	n Fee: \$575.0	0		Transport	Intermittent Use	Min	/Max. No.						
Unit ID	Contract Year	Unit Usa Rate/da	y From Incident	Water Vehicle Rate/Mile	Water Vehicle Rate/Hr	Min. Requ Min	uired Staff	Inch	uipment uded wit	Types h Unit		ldentificat (VIN)	ion No.
1	2005	\$3,000 - - -	\$5.50 - - - -	\$4.00 - - -	\$70.00				r Trailer ry Truck Vehicle		206773 206773 825716		

EMERO	GENCY EQUIPI	MENT REP	NTAL AG	REEMENT						
1. ORDERING OFFICE (name and addres	s)	A	AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS							
USDA, FOREST SERVICE	2 46	RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER								
NATIONAL INTERAGENCY FIRE	CENTER		EERA-NIFC-05-S7							
3833 S. DEVELOPMENT AVENU		3. EFFECTIVE DATES								
BOISE, IDAHO 83705		a. I	a. Beginning b. Ending							
			ptember 2,		See Bl	lock 9				
4. CONTRACTOR a. Name and Addre	SS			(location when h	ired)					
S & K TRANSPORT			rby, MT	E IS BASED ON		DEDATING				
ATTN: STEVE RALSTON 3077 HWY 93 N					ALL OF	LINATING	SUFFLIES			
DARBY, MT 59829-0585		DE								
DARDT, WIT 55625-6565			CONTRA	CTOR	GOV	ERNMENT				
	#: 959018748				1					
	ephone Number (nigi	ht) 7. OPE	ERATOR FUR	RNISHED BY						
Phone: (406) 821-4126			CONTRA		GOV	ERNMENT				
Phone: (406) 821-4848 Fax: (406) 821-3003			CONTRA		000					
8. TYPE OF CONTRACTOR ("X" appropri	riate boxes)									
X SMALL BUSINESS LARGE BUSINESS	SMALL DISADVANTAGED		MEN OWNED	LABOR SURPLUS		GOVERNM	ENT EMPLOYEE			
	SINALE DIGADITATI AGEL			EABOR CORF LOOP		COTENIN				
9. ITEM DESCRIPTION	10. NUMBE		ORK OR DAI				GUARANTEE			
(include make, model, year, serial number and access	sories) OPERATO	RS a. rate	b. un	it a. rate	b. u	nit (8 d	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 servic provided under this agreement shall be per										
in accordance with the 2005 National Mobil										
Shower Facilities Contract specifications, te	erms,									
and conditions.										
Mobile Shower Facilities Unit 1 may be use	d				_					
beginning September 2, 2005 until Decemb										
2005.										
All Fees for services performed under this										
agreement shall be documented on Form N										
1276-C, Daily Shower Order/Invoice-Mobile										
Shower Facilities and Form NFES 1276-D, Shower Order/Invoice, (Continuation Sheet										
accordance with contract Section G.8 Payn										
Procedures.										
Unless otherwise on assignment at an incid	lent									
Mobile Shower Facilities Unit 1 shall be phy										
located at the assigned Designated Dispate	h									
Point(s) shown in Block 14 below.										
See the attached 2005 CWN Mobile Showe		10								
Facilities Unit Summary for all pricing applic	cable to									
this agreement and other unit information.	8						1			
14. SPECIAL PROVISIONS										
The Designated Dispatch Point for Mot	oile Shower Facilities U	nit 1 is: 3077 H	WY 93 N, Da	arby, MT 59829-0	585					
The Government is not obligated to pla orders for services placed under this ag		under this agree	ment. The Co	ontractor may cho	ose to a	ccept or no	ot accept any			
15. CONTRACTOR'S OR AUTHORIZED A	GENT'S SIGNATURE	16. DATE	17. CONTR	RACTING OFFICE	R'S SI	GNATURE	18. DATE			
L. C. D.I.		00/02/05	/s/:	Richard M	, 200	illis				
Ist: Steve Ralsto	И	09/02/05		or Melinda G. I			09/03/05			
19. PRINT NAME AND TITLE				T NAME AND TIT						
Steve Ralston, Owner			Me	linda G. Drape	er, Cor	ntracting	Officer			
NSN 7540-01-121-8825				F		-	M 294 (REV. 8-90)			

PREVIOUS EDITION NOT USABLE ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

Co	ntractor's Co	ontact		Designated Disp	atch Points (DDPs)		And the second second			Water		Wa	ter
	Information	n	Agreement Number	Availab	oility Dates	Unit	Sho	wer Heads		Vehicle Sinks			ge Gal.
S & K Transport 3077 HWY 93 N Darby, MT 59829-0585 Steve Ralston (406) 821-4126 (406) 821-4848 (406) 821-3003 Fax (406) 360-4638 Cell		EERA-NIFC-05-S7 <u>Key Personnel:</u> Steve Ralston Kelly Ralston <u>Alternates:</u> Lillian Wamstroth	Availability Dates Darby, MT – Unit 1 09/02 – 12/31 3077 HWY 93 N Darby, MT 59829-0585		1	M 10	F 5	Total 15	Gal. 3,600	23	Potable 3,000	Gray 3,000	
Relocation Unit ID	n Fee: \$575.0 Contract Year	0 Unit Usa Rate/da		Transport Water Vehicle Rate/Mile	Intermittent Use Water Vehicle Rate/Hr		/Max. No. iired Staff . Max.		uipment ' uded wit		Vehicle	Identificat (VIN)	ion No.
SK-1	2005	\$2,500		\$5.00	\$75.00	2			- SK1 57 - SK2	1GRAA00 1XKWD6 1XPCDR9 169398S 1GRAA00 1ALSP613	520SB1571 9X5TJ685 9X2LN291 524SB1199	018 371 936	

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 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:
 - 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. Special Rates. (column 12) shall apply when specified.

 - Guarantee. For each calendar day that equipment is under hire for at least 8 hours, 3 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. <u>Daily Rate.</u> (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) <u>Shift Basis (Portion of calendar day)</u> 1) <u>Single Shift - (SS) is shoft a with</u>

 - Single Shift (SS) is staffed with one operator or one crew
 - Double Shift (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate 2) 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 the product the product of t
- 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
 - 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 knifes 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
- WOMEN-OWNED SMALL BUSINESS is one that is at least 51 percent owned. controlled, and operated by a woman or women.
- 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 52.303-1 DEFINITIONS (APR 1984) OFFICIALS NOT TO BENEFIT (APR 1984)
- 52.203-3 GRATUITIES (APR 1984)
- 52 203-5
- 52 222-3
- 52.222-26
- COVENANT AGAINST CONTINGENT FEES (APR 1984) CONVICT LABOR (APR 1984) EQUAL OPPORTUNITY (APR 1984) CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAR 1989) 52 223-5
- 52-232-1 PAYMENTS (APR 19840
- 52.232-8 52.232-11 DISCOUNTS FOR PROMPT PAYMENT (APR 1989) EXTRAS (APR 1984)
- 52-232-17
- 52.232.18 52.232-25
- 52.233-1
- EXTRAS (APR 1984) INTEREST (APR 1984) AVAILABILITY OF FUNDS (APR 1984) PROMPT PAYMENT (APR 1989) DISPUTES, ALTERNATE 1 (APR 1984) 52 236-7
- PERMITS AND RESPONSIBILITIES (APR 1984) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003) 52.204-6
- AUTHORIZED DEVIATION IN CLAUSES (APR 1984) PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR 52 252-6
- 52.232-33 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 COMPTROL (FR CENERAL (APR 4004)
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) CONDITION OF LEASE VEHICLES (APR 1984) MARKING OF LEASED VEHICLES (APR 1984) 52.208-5
- 52.208-6