

EERA'S FOR PORTABLE/MOBILE RETARDANT MIXING BASES

	AGREEMENT NUMBERS	Page No.
<u>ASTARIS, LLC</u>		
MOBILE RETARDANT BASE – AIR TANKERS (MRB-AT)	FS 54-024B-4-2430 BLM: RAE040001	65
Equipment List for MRB-AT		67
MOBILE RETARDANT BASE – HELICOPTERS (MRB-H)	FS 54-024B-4-2433 BLM: RAE040002	74
Equipment List for MRB0-H		76
<u>FIRE-TROL HOLDINGS, LLC</u>		
MOBILE RETARDANT BASE – AIR TANKERS (MRB-AT)	FS 54-024B-4-2431 BLM: RAE040003	68
Equipment List for MRB-AT		70
MOBILE RETARDANT BASE – HELICOPTERS (MRB-H)	FS 54-024B-4-2434 BLM: RAE040004	77
Equipment List for MRB-H		79
<u>MESA VERDE AVIATION, INC.</u>		
MOBILE RETARDANT BASE – AIR TANKERS (MRB-AT)	FS 54-024B-4-2432 BLM: RAE040005	71
Equipment List for MRB-AT		73
MOBILE RETARDANT BASE – HELICOPTERS (MRB-H)	FS 54-024B-4-2435 BLM: RAE040006	80
Equipment List for MRB-H		82
GENERAL CLAUSES to EMERGENCY EQUIPMENT RENTAL AGREEMENT OF FORM 294		83
FAR CLAUSES 2004 UPDATATES FOR EMERGENCY EQUIPMENT RENTAL AGREEMENT – OF FORM 294		84

EERA – EMERGENCY EQUIPMENT RENTAL AGREEMENTS

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT			
4. CONTRACTOR a. Name and Address ASTARIS, LLC 810 EAST MAIN STREET ONTARIO, CA 91761		2. AGREEMENT NUMBER FS: 54-024B-4-2430- BLM: RAE040001			
		3. EFFECTIVE DATES a. Beginning 02/10/2004 b. Ending 02/10/2007			
b. EIN/SSN:		5. POINT OF HIRE (location when hired) Location at time of hire			
c. Telephone Number (day) 909-983-0772		d. Telephone Number (night) 909-946-7371		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 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 <i>(include make, model, year, serial number and accessories)</i>					10. NUMBER OF OPERATORS
a. Mobile Retardant Base - Air Tankers (MRB-AT) SCOPE: Fully operated portable retardant plant for mixing and loading PHOS-CHEK* to be used for delivery of retardant to the Air Tankers. Contractor shall supply three (3) representatives 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. (See attached list for required equipment) *PHOS-CHEK 259F AND R, G75F, D75F AND R, LV-R AND LC-95A. Contractor will be responsible for providing a copy of this agreement to the retardant base manager upon initial arrival at the incident. Retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including demurrage (standby) authorized by the Agency, will be paid. The purpose for standby will be documented and approved on the daily log and submitted. When ordered and approved in writing, additional contractor personnel may be ordered at a lump sum payment of \$300 per day for travel and work days as compensation for each additional contractor personnel ordered. (This is not applicable to replacement of primary crew) The Agency to provide a water source supply capable of delivering 350 gpm to the unit and any hose (2 ½" fire hose-N.H. coupling thread) required beyond that carried by the unit. Fuel for plant operations will be furnished by the Agency. PAYMENT: A Daily Rate of \$ 3045.00 per day, plus a put-through charge for each gallon of mixed retardant will be paid. 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)(4). Put-through charge will be assessed at a rate of \$0.05 per gallon of mixed retardant for the first 50,000 gallons per incident, and then at \$0.03 per gallon for each gallon over 50,000 delivered while on the same incident. A mileage rate of \$1.00 per mile from the point of hire and return will be paid for up to two (2) Contractor-owned vehicles to transport plant personnel. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations such as trips for supplies and/or to the incident camp, or when relocating the plant to another site on the same incident. <i>Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.</i> Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred. Actual transportation costs to transport the Mobile Retardant Base-Air Tanker (MRB-AT) 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 determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Company, may be returned to the plant of origin or another fire whichever is closer. A 10% restocking charge will be applied to all returned product when delivered back to plant of origin. Unused product shipped to another fire will be clearly documented by the fire name/fire code number. When an authorized order(s) to maintain on-hand product supply is generated, or when product is being returned for restocking, a load number must be assigned to each transportation action by the Contractor. Actual costs for product transportation to the incident or return for restocking will be paid by the government, when the invoice is accompanied by the BOL, complete with the specific fire and load number, documenting transportation costs. It is important to document where the returned product was delivered. A Relocation Fee of \$500.00 will be paid when the Contractor is ordered by the Government to relocate the portable base after the initial set-up and operation while on the same incident.					

Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used **rental car expenses** will only be paid to get the relief crew in and primary crew out. Contractor shall submit actual receipts with the Contractor's Invoice for that incident. No fee (per day rate) will be paid for an overlap of personnel to bring replacement PERSONNEL UP TO SPEED ON THE OPERATION. The Contractor shall pay all travel and transportation and related costs when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor. All contractors employees shall be identified by full name on the invoices including primary and relief crews.

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 9 Meals and Bedding of the General Clauses Overnight allowance will be allowed while in travel status from and return to point of hire for authorized relief crew personnel. Lodging receipts required and reimbursement for lodging and meals for relief personnel will be paid at the rates specified in the Federal Travel regulations. This shall not include additional personnel paid the \$300 a day (lump sum) or personnel rotated at the convenience of the Contractor.

The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 10,000 gallons per day.

Forest Service payments under this agreement will be made by the USDA Boise National Forest Attn: Fiscal & Accounting 1249 Vinnell Way, Suite 200 Boise, ID 83709. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

BLM payments under this agreement will be made by the BLM National Business Center. Ordering Units submit payment package to: BLM National Business Center, P.O. Box 25047, Bldg. 50, Denver Federal Center, Denver, CO 80225-0047, Mail Stop BC-622. Emergency equipment rental agreement payment procedures must comply with Instruction Memorandum No. BC-2003-035.

14. SPECIAL PROVISIONS: The following general clauses which are incorporated by reference have been updated.

SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE		20. PRINT NAME AND TITLE Frank Gomez, Contracting Officer (208) 387-5347	

*Exhibit A*EQUIPMENT LIST FOR MRB-AT
AIR TANKER BASE

VENDOR: ASTARIS, LLC

CONTRACT NO: 54-024B-4-2430

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall Identify the type of Product the equipment provided is capable of mixing and loading.
Type of product(s): PHOS-CHEK 259F AND R, G75F, D75F AND R, LV-R AND LC-95A.

1. **1 each - retardant blender/eductor capable of mixing 350 gallons per minute minimum.**
2. **1 each – loading pump capable of loading 500 gallons per minute minimum (eg VH4D 14A2-4”)**
3. **3 each pumps for water and retardant mixing capable of supporting 350 gallons per minute minimum.**
4. **18,000 gallons total storage**
5. ***285 feet of 4” minimum quick-connect manifold**
6. *Connecting hoses fittings, loading hoses and valves
7. *Retardant testing kit
8. *Base tool kit and spare parts
9. *Environmental containment systems for:
 - a. Storage tank trailer
 - b. MRB-AT Trailer
 - c. Pumping Equipment
 - d. Plant fuel Storage Site.

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer \$ 500 per calendar day

plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used **rental car expenses** will only be paid to get the relief crew in and primary crew out. Contractor shall submit actual receipts with the Contractor's Invoice for that incident. No fee (per day rate) will be paid for an overlap of personnel to bring replacement PERSONNEL UP TO SPEED ON THE OPERATION. The Contractor shall pay all travel and transportation and related costs when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor. All contractors employees shall be identified by full name on the invoices including primary and relief crews.

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 9 Meals and Bedding of the General Clauses Overnight allowance will be allowed while in travel status from and return to point of hire for authorized relief crew personnel. Lodging receipts required and reimbursement for lodging and meals for relief personnel will be paid at the rates specified in the Federal Travel regulations. This shall not include additional personnel paid the \$300 a day (lump sum) or personnel rotated at the convenience of the Contractor.

The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 10,000 gallons per day.

Forest Service payments under this agreement will be made by the USDA Boise National Forest Attn: Fiscal & Accounting 1249 Vinnell Way, Suite 200 Boise, ID 83709. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

BLM payments under this agreement will be made by the BLM National Business Center. Ordering Units submit payment package to: BLM National Business Center, P.O. Box 25047, Bldg. 50, Denver Federal Center, Denver, CO 80225-0047, Mail Stop BC-622. Emergency equipment rental agreement payment procedures must comply with Instruction Memorandum No. BC-2003-035.

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19. PRINT NAME AND TITLE		20. PRINT NAME AND TITLE Frank Gomez, Contracting Officer (208) 387-5347	

*Exhibit A***EQUIPMENT LIST FOR MRB-AT
AIR TANKER BASE**

VENDOR: FIRE-TROL HOLDINGS, LLC
 CONTRACT NO: 54-024B-4-2431

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall Identify the type of Product the equipment provided is capable of mixing and loading.
 Type of product(s): **FIRE-TROL LCA-R; FIRE-TROL LCG-R**

- 1 1 each-Model 400-Orifice blender or equivalent.
2. **1 each-Model VH4D-14A2 4" loading pump**
3. **3 each 13D-19 3" water pump**
4. ***3 each 6,000 gallon self-supporting storage tanks**
5. ***285 feet of 6" quick-connect manifold or 285 feet of 4" high pressure lay flat hose, or at combination**
6. ***Connecting hoses, fittings, loading hoses and valves**
7. ***Retardant testing kit**
- 8 *Base tool kit and spare parts
8. *Environmental containment systems for:
 - a. Storage tank trailer
 - b. MRB-AT Trailer
 - c. Pumping Equipment
 - d. Plant fuel Storage Site.

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer	\$ 500.00 per Calendar Day
4" Pump	\$400.00 per Calendar Day per Pump
3" Pump	\$200.00 per Calendar Day per Pump

Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used **rental car expenses** will only be paid to get the relief crew in and primary crew out. Contractor shall submit actual receipts with the Contractor's Invoice for that incident. No fee (per day rate) will be paid for an overlap of personnel to bring replacement PERSONNEL UP TO SPEED ON THE OPERATION. The Contractor shall pay all travel and transportation and related costs when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor. All contractors employees shall be identified by full name on the invoices including primary and relief crews.

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 9 Meals and Bedding of the General Clauses Overnight allowance will be allowed while in travel status from and return to point of hire for authorized relief crew personnel. Lodging receipts required and reimbursement for lodging and meals for relief personnel will be paid at the rates specified in the Federal Travel regulations. This shall not include additional personnel paid the \$300 a day (lump sum) or personnel rotated at the convenience of the Contractor.

The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 10,000 gallons per day.

Forest Service payments under this agreement will be made by the USDA Boise National Forest Attn: Fiscal & Accounting 1249 Vinnell Way, Suite 200 Boise, ID 83709. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

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19. PRINT NAME AND TITLE		20. PRINT NAME AND TITLE Frank Gomez, Contracting Officer (208) 387-5347	

Exhibit A

**EQUIPMENT LIST FOR MRB-AT
AIR TANKER BASE**

VENDOR: MESA VERDE AVIATION, INC.
CONTRACT NO: 54-024B-4-2432

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall Identify the type of Product the equipment provided is capable of mixing and loading.
Type of product(s): **FIRE-TROL L-C**

- 1. **1 each-Model 400-Orifice blender or equivalent.**
- 2. **Mix and transfer pumps**
- 3. **2 Contractor owned vehicles**
- 4. **2 each Honda 4” loading pumps**
- 5. **2 each Honda 3” water pumps**
- 6. ***3 each-6000 gallon self-supporting storage tanks**
- 7. ***285 feet of 4” quick-connect manifold**
- 8. *Connecting hoses fittings, loading hoses and valves
- 9. *Retardant testing kit
- 10. *Base tool kit and spare parts
- 11. *Environmental containment systems for:
 - b. Storage tank trailer
 - c. MRB-AT Trailer
 - d. Pumping Equipment
 - e. Plant fuel Storage Site.

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer \$ 500.00 per Calendar Day

Water Truck

Size Truck (volume of water) – 7,600 gal	\$1,600.00 per Calendar Day
4,000 gal	\$1,200.00 per Calendar Day

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: 54-024B-4-2433 BLM: RAE040002									
4. CONTRACTOR a. Name and Address ASTARIS, LLC 810 EAST MAIN STREET ONTARIO, CA 91761		3. EFFECTIVE DATES <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black;">a. Beginning 02/10/2004</td> <td style="width: 50%;">b. Ending 02/10/2007</td> </tr> </table>		a. Beginning 02/10/2004	b. Ending 02/10/2007						
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b. EIN/SSN: c. Telephone Number (day) 909-983-0772 d. Telephone Number (night) 909-946-7371		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 (EXCEPT AS SPECIFIED HEREIN) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"><input checked="" type="checkbox"/> CONTRACTOR</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/> GOVERNMENT</td> </tr> </table>		<input checked="" type="checkbox"/> CONTRACTOR	<input type="checkbox"/> GOVERNMENT						
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11. WORK OR DAILY	12. SPECIAL										
a. rate	a. rate										
b. unit	b. unit										
<p>a. Mobile Retardant Base - Helicopters (MRB-H) SCOPE: Fully operated portable retardant plant for mixing and loading <u>PHOS-CHEK</u> to be used for delivery of retardant to the Helicopters. Contractor shall supply three (3) representatives 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. (See attached list for required equipment) *PHOS-CHEK 259F AND R, G75F, D75F AND R, LV-R AND LC-95A, 259F OR R IS REQUIRED WHEN USING HELICOPTERS EQUIPPED WITH FIXED TANKS.</p> <p>Contractor will be responsible for providing a copy of this agreement to the retardant base manager upon initial arrival at the incident.</p> <p>Retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including demurrage (standby) authorized by the Agency, will be paid. The purpose for standby will be documented and approved on the daily log and submitted.</p> <p>When ordered and approved in writing, additional contractor personnel may be ordered at a lump sum payment of \$300 per day for travel and work days as compensation for each additional contractor personnel ordered. (This is not applicable to replacement of primary crew)</p> <p>The Agency to provide a water source supply capable of delivering 350 gpm to the unit and any hose (2 1/2" fire hose-N.H. coupling thread) required beyond that carried by the unit. Fuel for plant operations will be furnished by the Agency.</p> <p>PAYMENT: A Daily Rate of \$ 3,345.00 per day, plus a put-through charge for each gallon of mixed retardant will be paid. 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)(4). Put-through charge will be assessed at a rate of \$0.05 per gallon of mixed retardant for the first 50,000 gallons per incident, and then at \$0.03 per gallon for each gallon over 50,000 delivered while on the same incident.</p> <p>A mileage rate of \$1.00 per mile from the point of hire and return will be paid for up to two (2) Contractor-owned vehicles to transport plant personnel. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations such as trips for supplies and/or to the incident camp, or when relocating the plant to another site on the same incident. <i>Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.</i> Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred.</p> <p>Actual transportation costs to transport the Mobile Retardant Base-Helicopter (MRB-H) will be paid. Documentation such as a Bill of Lading (BOL) must support the invoice.</p> <p>On-hand unmixed quantities of bulk product to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Company, may be returned to the plant of origin or another fire whichever is closer. A 10% restocking charge will be applied to all returned product when delivered back to plant of origin. Unused product shipped to another fire will be clearly documented by the fire name/fire code number.</p> <p>When an authorized order(s) to maintain on-hand product supply is generated, or when product is being returned for restocking, a load number must be assigned to each transportation action by the Contractor. Actual costs for product transportation to the incident or return for restocking will be paid by the government, when the invoice is accompanied by the BOL, complete with the specific fire and load number, documenting transportation costs. It is important to document where the returned product was delivered.</p> <p>A Relocation Fee of \$500.00 will be paid when the Contractor is ordered by the Government to relocate the portable base after the initial set-up and operation while on the same incident.</p> <p>Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used rental car expenses will only be paid to get the relief crew in and</p>											

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NSN 7540-01-121-8825
(REV. 8-90)
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 294
USDA/USDI

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

Exhibit A

**EQUIPMENT LIST FOR MRB-H
HELICOPTER BASE**

VENDOR: ASTARIS, LLC
CONTRACT NO: 54-024B-4-2433

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall identify the type of Product the equipment provided is capable of mixing and loading.

Type of product(s): **PHOS-CHEK 259F AND R, G75F, D75F AND R, LV-R AND LC-95A**

1. 1 each-**retardant blender/eductor capable of mixing 350 gallons per minute minimum.**
2. 1 each-**loading pump capable of loading 500 gallons per minute minimum (eg VH4D 14A2-4")**
3. 3 each-**pumps for water and retardant mixing capable of supporting 350 gallons per minute minimum**
4. **18,000 gallons total storage**
5. **2 each special 5,000 gallon rigid dip tank, designed to be completely emptied**
6. **Fork Lift (if required)**
7. ***285 feet of 4" minimum quick-connect manifold**
8. ***Connecting hoses fittings, loading hoses and valves**
9. ***Retardant testing kit**
10. ***Base tool kit and spare parts**
11. ***Environmental containment systems for:**
 - f. Storage tank trailer
 - g. Dip Tank
 - h. MRB-H Trailer
 - i. Pumping Equipment
 - j. Plant fuel Storage Site

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer with Operator	\$ 500.00 per Calendar Day
Third Dip Tank:	\$ 500.00 per Calendar Day
Water Truck	\$1,761.00 per Calendar Day
Size truck (volume of Water) – 2,500 = gallons	
Storage Tanker Trailer without Operator	\$200.00 per Calendar Day
Tractor (Semi) with Operator	\$450.00 per Calendar Day

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: 54-024B-4-2434 BLM: RAE040004																	
4. CONTRACTOR a. Name and Address FIRE-TROL HOLDINGS, LLC PO BOX 277 ORLAND, CA 95963		3. EFFECTIVE DATES <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Beginning 02/10/2004</td> <td style="width: 50%;">b. Ending 02/10/2007</td> </tr> </table>		a. Beginning 02/10/2004	b. Ending 02/10/2007														
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The purpose for standby will be documented and approved on the daily log and submitted.</p> <p>When ordered and approved in writing, additional contractor personnel may be ordered at a lump sum payment of \$300 per day for travel and work days as compensation for each additional contractor personnel ordered. (This is not applicable to replacement of primary crew)</p> <p>The Agency to provide a water source supply capable of delivering 350 gpm to the unit and any hose (2 1/2" fire hose-N.H. coupling thread) required beyond that carried by the unit. Fuel for plant operations will be furnished by the Agency.</p> <p>PAYMENT: A Daily Rate of \$ 3,200.00 per day, plus a put-through charge for each gallon of mixed retardant will be paid. 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)(4). Put-through charge will be assessed at a rate of \$0.05 per gallon of mixed retardant for the first 50,000 gallons per incident, and then at \$0.03 per gallon for each gallon over 50,000 delivered while on the same incident.</p> <p>A mileage rate of \$1.00 per mile from the point of hire and return will be paid for up to two (2) Contractor-owned vehicles to transport plant personnel. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations such as trips for supplies and/or to the incident camp, or when relocating the plant to another site on the same incident. <u>Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.</u> Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred.</p> <p>Actual transportation costs to transport the Mobile Retardant Base-Helicopter (MRB-H) will be paid. Documentation such as a Bill of Lading (BOL) must support the invoice.</p> <p>On-hand unmixed quantities of bulk product to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Company, may be returned to the plant of origin or another fire whichever is closer. A 10% restocking charge will be applied to all returned product when delivered back to plant of origin. Unused product shipped to another fire will be clearly documented by the fire name/fire code number.</p> <p>When an authorized order(s) to maintain on-hand product supply is generated, or when product is being returned for restocking, a load number must be assigned to each transportation action by the Contractor. Actual costs for product transportation to the incident or return for restocking will be paid by the government, when the invoice is accompanied by the BOL, complete with the specific fire and load number, documenting transportation costs. It is important to document where the returned product was delivered.</p> <p>A Relocation Fee of \$500.00 will be paid when the Contractor is ordered by the Government to relocate the portable base after the initial set-up and operation while on the same incident.</p> <p>Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used rental car expenses will only be paid to get the relief crew in and primary crew out. Contractor shall submit actual receipts with the Contractor's Invoice for that incident. No fee (per day rate) will be paid for an overlap of personnel to bring replacement PERSONNEL UP TO SPEED ON THE OPERATION. The Contractor shall pay all travel and transportation and related costs when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor. All contractors employees shall be identified by full name on the invoices including primary and relief crews.</p>																			

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Forest Service payments under this agreement will be made by the USDA Boise National Forest Attn: Fiscal & Accounting 1249 Vinnell Way, Suite 200 Boise, ID 83709. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

BLM payments under this agreement will be made by the BLM National Business Center. Ordering Units submit payment package to: BLM National Business Center, P.O. Box 25047, Bldg. 50, Denver Federal Center, Denver, CO 80225-0047, Mail Stop BC-622. Emergency equipment rental agreement payment procedures must comply with Instruction Memorandum No. BC-2003-035.

14. SPECIAL PROVISIONS: The following general clauses which are incorporated by reference have been updated.

SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE .		20. PRINT NAME AND TITLE Frank Gomez, Contracting Officer (208) 387-5347	

EMERGENCY EQUIPMENT RENTAL AGREEMENT

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4. CONTRACTOR a. Name and Address MESA VERDE AVIATION, INC. 23555 COUNTRY RD. X LEWIS, CO 81326		3. EFFECTIVE DATES <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. Beginning 02/10/2004</td> <td style="width: 50%; border: none;">b. Ending 02/10/2007</td> </tr> </table>		a. Beginning 02/10/2004	b. Ending 02/10/2007				
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b. EIN/SSN: c. Telephone Number (day) 970-882-8007 970-759-6986 – CELL d. Telephone Number (night) 970-882-1534 970-759-8096		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 (EXCEPT AS SPECIFIED HEREIN) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"><input checked="" type="checkbox"/> CONTRACTOR</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/> GOVERNMENT</td> </tr> </table>		<input checked="" type="checkbox"/> CONTRACTOR	<input type="checkbox"/> GOVERNMENT				
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*Exhibit A***EQUIPMENT LIST FOR MRB-H
HELICOPTER BASE**

VENDOR: MESA VERDE AVIATION, INC.
CONTRACT NO: 54-024B-4-2436

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall identify the type of Product the equipment provided is capable of mixing and loading.

Type of product(s): **FIRETROL L-C**

1. 1 each-Model 400-Orifice blender or equivalent.
2. 1 each-**Honda 4" loading pump**
3. 3 each-**Honda 3" water pump**
4. 3 each-6000 gallon self-supporting storage tanks
5. 2 each-special **6000** gallon rigid dip tank, designed to be completely emptied
6. *285 feet of 4" quick-connect manifold
7. *Connecting hoses fittings, loading hoses and valves
8. *Retardant testing kit
9. *Base tool kit and spare parts
10. *Environmental containment systems for:
 - a. Storage tank trailer
 - b. Dip Tank
 - c. MRB-H Trailer
 - d. Pumping Equipment
 - e. Plant fuel Storage Site

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer	\$ 500.00 per Calendar Day
Third Dip Tank:	\$ 400.00 per Calendar Day
Water Truck	
Size Truck (volume of water) 7,600 gal.	\$1,600.00 per Calendar Day
4,000 gal	\$1,200.00 per Calendar Day
Remote Pumping Station	\$ 400.00 per Calendar Day

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 hereon to the extent the Contractor is willing and able at the time of order. At time of dispatch a resource order number will be assigned. Contractor must furnish this number upon arrival and check in at the incident. When such equipment is furnished to the Government the following clauses shall apply:

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement must be in acceptable condition. The Government reserves the right to reject equipment which is not in safe and operative condition.

CLAUSE 2. Time under Hire - The time under hire shall start at the time agreed upon when equipment is ordered by the Government and end by notification to the Contractor by the Government that equipment is released except as provided in Clause 8.

CLAUSE 3. Transportation of Equipment - Equipment will be transported at Government expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Clause 8.

CLAUSE 4. Operating Supplies - As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 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 deducted from payment to the Contractor.

CLAUSE 5. 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 deducted from payment to the contractor.

CLAUSE 6. Timekeeping - Time will be recorded by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:

- a. Hourly Rate - nearest quarter hour.
- b. Daily Rate - by calendar day except for first and last day, this will be recorded to nearest hour.
- c. Mileage Rate - nearest mile.

CLAUSE 7. Payments

a. Rates of Payments - Rates for equipment hired with operator(s) include all operator(s) expenses. Payment for equipment and operator(s) furnished will be at rates specified and, except as provided in Clause 8, shall be in accordance with the following:

- (1) Work Rates (*column 11*) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
- (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. 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.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily and/or Special rates or (2) the guarantee earned, whichever is the greatest amount.

CLAUSE 8. Exceptions

a. No further payment under Clause 7 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.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 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 5, 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.

CLAUSE 9. Meals and Bedding - When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge.

CLAUSE 10. Loss, Damage, or Destruction - The Government will assume risk for loss, damage, or destruction of equipment rented under this contract, provided that no reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor's agents caused by or contributed to loss, damage, or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the Government or its employees.

CLAUSE 11. Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 10, 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 12. 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 13. Personal Protective Equipment - The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not furnished by the Contractor, to operators performing within the scope of this agreement:

- a. Clothing: (1) Flame resistant pants and shirts; (2) Gloves (*Either Nomex or chrome tanned leather, when not furnished by contractor*); (3) Hard hat; (4) Goggles or safety glasses.

- b. Equipment: (1) Fire shelter; (2) Headlamp; (3) Individual First-Aid Kit; (4) Other items, in addition to these three, may be issued by the Government.

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 equipment not returned by the Contractor.

CLAUSE 14. Service Contract Act - The following clause applies only when equipment is rented with operator. Except to the extent that an exemption or variation or tolerance would apply pursuant to 29 CFR 4-6 if this contract is in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938 expressed in 29 CFR Part 4. FAR 52.222-41 Service Contract Act of 1965, as amended (*May 1989*) is hereby incorporated by reference in this contract. SEE APPLICABLE WAGE DETERMINATION ATTACHED.

CLAUSE 15. Definitions - The following definitions for Block 8 of the OF-294 are added :

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.

CLAUSES INCORPORATED BY REFERENCE (*FAR 52.252-2*) (*JUN 1988*)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Federal Acquisition Regulation (*48 CFR Chapter 1*) Clauses

- 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 89*)
- 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 I (*APR 1984*)
- 52.236-7 PERMITS AND RESPONSIBILITIES (*APR 1984*)
- 52.252-6 AUTHORIZED DEVIATION IN CLAUSES (*APR 1984*)

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*)

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 SMALL 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*)

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

2004 UPDATE FOR EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), FORM OF-294
Replace the existing FAR clauses on the back of the EERA form with the following:

52.213-4 Terms and conditions—Simplified Acquisitions
(Other than Commercial Items) (Apr 2004)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions to law or Executive order:
 - (i) 52-204-7 – Central Contractor Registration (Oct 2003)
 - (ii) 52.222-3 - Convict labor (June 2003) (E.O. 11755).
 - (iii) 52.233-3 - Protest After Award (Aug 1996) (E.O. 11755).
 - (2) Listed below are additional clauses that apply:
 - (i) 52.225-11 - Buy American Act – Construction Materials under Trade Agreements (Jan 2004)
 - (ii) 52.232-1 - Payments (Apr 1984).
 - (iii) 52.232-8 - Discounts for Prompt Payment (Feb 2002).
 - (iv) 52.232-11 - Extras (Apr. 1984)
 - (v) 52.232-25 - Prompt Payment (Oct 2003).
 - (vi) 52.232-33 – Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) .
 - (vii) 52.233-1 - Disputes (July 2002).
 - (viii) 52.244-6 - Subcontracts for Commercial Items (Apr 2003).
 - (ix) 52.253-1 - Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-20 - Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
 - (ii) 52.222-26 - Equal Opportunity (Apr 2002) (E.O. 1246)(Applies to contracts over \$10,000)
 - (iii) 52.222-35 – Equal Opportunity for Special Disabled Veterans, Veterans of the Viet Nam Era, and other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (iv) 52.222-36 - Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793) Applies to contracts over \$2,500).
 - (v) 52.222-37 - Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era and other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (vi) 52.222-41 - Service Contract Act of 1965, As amended (May 1989) (41 U.S.C. 351, *et seq*) (Applies to service contracts over \$2,500).
 - (vii) 52.223-5 - Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 12856) (Applies to services performed on Federal facilities).
 - (viii) 52.225-3, Buy American Act—Free Trade Agreements – Israeli Trade Act (Jan 2004) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was—
 - (A) Under \$25,000: or
 - (B) Set aside for small business concerns, regardless of dollar value).
 - (2) Listed below are additional clauses that may apply:
 - (i) 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, suspended, or Proposed for Debarment (July 1995) (applies to contracts over \$25,000).
 - (ii) 52.211-17, Delivery of Excess quantities (Sept 1989) (applies to fixed-price supplies).
 - (iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery if f.o.b. origin).
 - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by reference (Feb 1998)*. This contract incorporates one of more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

- (d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights—
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) *Excusable delays*. The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the contractor for any amount of supplies or services not accepted, and the contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

ADDITIONAL FAR CLAUSES THAT APPLY TO EERA'S:

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