

# BASIC ORDERING AGREEMENT

<b>1. ORDERING OFFICE (name and address)</b>  USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705	<p style="text-align: center;"><b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b></p> <b>2. AGREEMENT NUMBER</b> FS: _____ BLM: _____
<b>4. CONTRACTOR a. Name and Address</b>  ICL PERFORMANCE PRODUCTS LP 810 East Main Street Ontario, CA 91761	<b>3. EFFECTIVE DATES</b> a. Beginning _____ b. Ending _____ <b>5. POINT OF HIRE (location when hired)</b> Location at time of hire _____
<b>6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY (EXCEPT AS SPECIFIED HEREIN)</b>	
<input checked="" type="checkbox"/> <b>CONTRACTOR</b> <input type="checkbox"/> <b>GOVERNMENT</b>	

b. EIN/SSN: _____	DUNS No. _____	
c. Telephone Number (day) (208) 765-8380 (909) 983-0772	d. Telephone Number (night) (805) 559-1904 (909) 983-0772	7. OPERATOR FURNISHED BY
		<input checked="" type="checkbox"/> <b>CONTRACTOR</b> <input type="checkbox"/> <b>GOVERNMENT</b>

<b>8. TYPE OF CONTRACTOR ("X" appropriate boxes)</b>											
	SMALL BUSINESS	<input checked="" type="checkbox"/>	LARGE BUSINESS	<input type="checkbox"/>	SMALL DISADVANTAGED OWNED	<input type="checkbox"/>	WOMEN OWNED	<input type="checkbox"/>	LABOR SURPLUS AREA	<input type="checkbox"/>	GOVERNMENT EMPLOYEE
9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small>			10. NUMBER OF OPERATORS		11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE (8 or more hours)		
					a. rate      b. unit		a. rate      b. unit				

**a. Mobile Retardant Base – Air Tanker (MRB-AT)**

**SCOPE:** Fully operated portable retardant plant for mixing and loading PHOS-CHeK® D75-R/F, LC 95 A, 259-F, G75-F from the Qualified Products List USFS to be used for delivery of retardant 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) \* For powder operations a 4th person, mix-master qualified, is to be additionally ordered and provided.

Contractor will be responsible for providing a copy of this agreement to the retardant base manager upon initial arrival at the incident. Fuel for Mix Plant Operations will be provided by the ordering Agency.

**Retardant will be provided under the terms of the National Bulk Retardant Contract and is to be supplied to the Government and properly cared for by the contractor.** A separate open resource order for product is to be supplied to retardant vendors other than ICL Performance Products LP. The retardant vendor (ICL Performance Products LP) will bill the Government directly for products, freight & restocking ordered in support of this operation. **\*All other operating supplies will be furnished by the contractor unless specified in this document.**

ITEM	UNIT	UNIT PRICE
1. <u>Daily (24HR) Rate</u>	<u>Daily</u>	<u>\$3,045.00</u>
2. <u>Mileage Rate</u>	<u>Per Mile</u>	<u>\$1.00</u>
3. <u>Put Through Charge 1 – 50,000 Gallons of Retardant</u>	<u>\$ / Gallons Mixed</u>	<u>\$0.05</u>
4. <u>Put Through Charge 50,001 – Unlimited Gallons of Retardant</u>	<u>\$ / Gallons Mixed</u>	<u>\$0.03</u>
5. <u>Put Through Charge 1 – Unlimited Gallons of H2O</u>	<u>\$ / Gallons of H2O</u>	<u>\$0.03</u>
6. <u>Relocation Fee</u>	<u># of Times on Incident</u>	<u>\$500.00</u>
7. <u>Additional Personnel</u>	<u>Daily / Person</u>	<u>\$400.00</u>
8. <u>Crew Change – Out (14 Days)</u>	<u># of Times on Incident</u>	<u>\$1,000.00</u>

The Daily Rate will be applied per each day on assignment, plus the put-through charge applicable for total gallons of mixed retardant, and H2O while on the incident. Daily rate will apply from the time of hire to the time of arrival back to point of hire or re-assignment in accordance with clause 2. Payment for the Daily Rate will be made in accordance with clause 7(a). Additional person(s) ordered will be paid at the daily rate stated above which will include all travel and related expenses.

The mileage rate is from the point of hire and return for up to two (2) Contractor vehicles to transport plant personnel and/or equipment. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations, or relocations per assigned incident. 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) delivery, support equipment, and forklift. Documentation such as a Bill of Lading (BOL) must support the invoice.

**The initial order for retardant when the mobile plant is ordered must be sufficient to provide a minimum capability of 80,000 gallons of mixed retardant. 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. Unused retardant in resalable condition, as determined by the Retardant Company Representative, may be returned to the plant of origin or another fire whichever is closer (and applicable). The BOA Contractor will work with the Agency to facilitate relocation of unused products either to another incident, a location designated by the Agency, or through negotiations between the Retardant Supplier and the Agency for restock. **If surplus mixed retardant cannot be relocated to another incident the**

**Agency may request assistance for disposal by the retardant company. If assistance is requested, actual costs should be negotiated with an Agency Official with authority, or the Contracting Officer and the costs will be submitted with appropriate documentation.**

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 from the incident will be paid by the State or Federal Agency utilizing the service, 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. The Retardant Company must include all the appropriate documentation with their invoice when submitting to the appropriate Agency for payment.

The **Relocation Fee** will be paid when the Contractor is ordered by the requesting Agency to relocate the portable base after the initial set-up while on the same incident. \* Actual freight cost to move portable unit, support equipment, and product is not included in the \$500 move fee.

No fee (per day rate) will be paid for an overlap of personnel during crew change out as specified in item #5. The Contractor shall pay all travel and transportation and related costs when rotating personnel 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 during crew change-out days.

**The Daily availability rate shall include all expenses**, i.e. airfare, lodging, rental car(s), forklift and per diem costs except as provided in Clause 8 -

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 Albuquerque Service Center, Incident Business Contracts, 101B Sun Ave NE, Albuquerque, NM 87109. This Basic Ordering Agreement (BOA), 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. **\*Only one set of signed daily summaries will be retained and submitted by the Retardant Contractor (see 14, Special Provisions 13.) upon completion of incident. The incident finance unit may retain copies for their records.**

BLM payments under this agreement will be made by the BLM National Business Center. Ordering/Incident Units submit payment package including original invoice signed as "accepted" and date of acceptance to: BLM National Business Center, P.O. Box 25047, Bldg. 50, Denver Federal Center, Denver, CO 80225-0047, Mail Stop BC-622. Basic Ordering Agreement payment procedures must comply with Instruction Memorandum No. BC-2003-035. Include appropriate documentation to support the invoices, as well as clearly indicate the agreement number, individual and telephone number to contact by the payment center if there are questions.

Other agencies should use their standard payment processing procedures.

**14. SPECIAL PROVISIONS: See following requirements.**

The following general clauses which are incorporated by reference have been updated.

**SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.**

<b>15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE</b>	<b>16. DATE</b>	<b>17. CONTRACTING OFFICER'S SIGNATURE</b>	<b>18. DATE</b>
<b>19. PRINT NAME AND TITLE</b> .		<b>20. PRINT NAME AND TITLE</b> Colleen Hightower Contracting Officer (208) 387-5695	

## 14. Special Provisions

### REQUIREMENTS FOR AIR TANKER SUPPORT:

1. For fixed-wing airtanker operations, the plant must be able to load mixed chemicals into an aircraft 3" cam-loc loading port at a rate of 400 gallons per minute and capable of mixing retardant at a rate of 100,000 gallons over a 12 hour period.
2. The mix unit must be capable of providing retardant to two pits at least 150' apart (not simultaneously).
3. The plant must include at least one separate 5,000 gallon steel open-top fresh water rinse tank of the same size as stated above.
4. The Agency will provide water 350+GPM to the mobile fire chemical mixing and loading plant. This may include providing water from: water tenders, pressurized source or, a drafting source. \*All necessary 2.5" hose will be supplied by the State or Federal ordering Agency.
5. The plant must be able to draft and/or pump all required water from a non-pressurized source, a distance of 300 feet, in quantities sufficient to meet the mixing and loading requirements stated above.
6. The Mobile Retardant Base site will be at least 300 feet from any year-round or seasonal lake or stream. The Contractor and the Agency Representative will jointly develop a Site Spill Management Plan. The Contractor will provide for secondary containment of chemicals that escape from the mixing system and portable tanks, in order to prevent runoff into year-round or seasonal water sources. The Contractor will be responsible for the removal and disposal of chemical spills, residue, and runoff in accordance with local environmental regulations. Spills that result from Aircraft companies, Agency personnel, other Agency Contractors, or natural disaster will not be the Retardant Contractors responsibility. The Retardant Contractor may assist in the clean-up efforts for a nominal fee.  
  
\*All chemical spills will be reported to the Wildland Fire Chemical Systems (406) 329-3900 within 24 hours of the time of the spill.
7. A type I or II water tender is necessary for Mobile Retardant Base operations. The operator must be trained to work with aviation operations, providing dust abatement, retardant base clean-up, and hauling of residual retardant once operations cease. Tender will need to adapt to mobile base through 2.5", 3", or 4" Camlock fittings.
8. If the Mobile Retarant Base is available for hire, the Contractor must be able to initiate response to a site designated by the Agency at any time, day or night within twenty-four hours of the time the Contractor accepts the offer of hire, or the negotiated time per Agency Representative. The Agency reserves the right to withdraw its offer of hire if the Contractor can not arrive at the designated site as requested.
9. The contractor will provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory.
10. The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by their equipment or employees while operating under the terms of the BOA. Unless, those actions are a result of: Public Individuals, Agency Contractors, or Agency Persons.
12. Fuel for Mix Plant and supporting equipment will be supplied by the State or Federal Agency requesting this service in a timely manner.

## **INVOICING:**

13. All retardant costs associated with the operation of a mobile retardant base from ICL will be included on ICL generated invoices. If an incident management team is affiliated with the operation of the mobile base they may capture the estimated costs for inclusion any reporting requirements, however the incident will not generate an OF-286 for submission and payment to the paying Agency's office. The mobile retardant base contractors manager will provide daily summary sheets (In Lieu of Shift Tickets) in support of retardant equipment and product use per the terms of the Blanket Purchase Agreement and this BOA. The appropriate Government official and the vendor's representative will sign the daily operations reports to show services received. The incident unit will retain a copy for the records and the original daily operations reports will be submitted with the ICL Performance Products LP invoices. The prices on the Daily Operations Reports are estimates for transportation and potential returns and restock fees. The ICL invoices will contain the final costs.

ICL has the responsibility to include all appropriate documents with their invoice in order to receive payment. At a minimum a copy of the resource order, original signed daily summaries / operations reports, Bill of Ladings (BOL), and any other incident specific documentation to support the invoice will accompany ICL invoices. The entire package will be submitted to the Albuquerque Service Center or appropriate Department of Interior or other Agency payment office.

Exhibit A

EQUIPMENT LIST FOR MRB-SEAT  
SINGLE ENGINE AIR TANKER BASE

NOTE: Contractor to identify equipment to be furnished & type of products the provided equipment is capable of mixing and loading.

Type of Product(s): PHOS-CHeK® D75-R/F, LC 95 A, 259-F, G75-R/F:  
USFS – APPROVED QUALIFIED PRODUCTS

1. \*1,000 feet of 4" quick-connect manifold
2. \*Connecting hoses fittings, loading hoses and valves
3. \*Retardant testing kit (Refractometer)
4. \*Base tool kit and spare parts
5. \*Environmental containment systems for:
  - a. Storage/Mix tank or trailer
  - b. Pumping Equipment
  - c. Plant Fuel Storage Site
6. \*Mix / Load Pumps
7. \*2 Complete Loading Systems (2 – 3" loading valves, 2 – 50' x 3" pressure hose, 14 hose skates)
8. Forklift Product and Equipment Movement (If Needed)

\*Indicates Required Equipment

**Note:** Include all Additional Equipment during initial order, or with General Message during incident.

**Additional Equipment (No Separate Resource Order Required)**

1. Storage Tanker Trailer:	<u>\$500.00</u>	<u>Per Calendar Day</u>
2. Third Steel Dip Tank:	<u>\$500.00</u>	<u>Per Calendar Day</u>
3. 500'Lay-flat Discharge Hose 2.5", 3", 4"	<u>\$250.00</u>	<u>Per Calendar Day</u>
4. Water Tender (2500-3500gal)	<u>\$1,500.00</u>	<u>Per Calendar Day</u>
5. Water Storage (Pumpkins) 5K – 10K	<u>\$250.00</u>	<u>Per Calendar Day</u>
6. 4" Water Pump Station	<u>\$175.00</u>	<u>Per Calendar Day</u>

## GENERAL CLAUSES TO BASIC ORDERING AGREEMENT (BOA)

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

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

**CLAUSE 2.** The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3.** Operating Supplies - As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4.** Repairs - Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

**CLAUSE 5.** Timekeeping - Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

**CLAUSE 6.** Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

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

**ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.**

2. **Special Rates** (*column 12*) shall apply when specified.

3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

4. **Daily Rate** (*column 11*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

(a) **Shift Basis (Portion of calendar day)**

- 1) **Single Shift** - (SS) is staffed with one operator or one crew
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
- 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. **Method of Payment.** Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

**CLAUSE 7.** Exceptions

a. Daily Rate or Guarantee - No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

**CLAUSE 8.** When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9.** Loss, Damage, or Destruction -

(a) For equipment furnished under this BOA **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 BOA with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10.** Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11.** Deductions - Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 12.** Personal Protective Clothing and Equipment – The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.

2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;

3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

**CLAUSE 13.** COMMERCIAL MOTOR VEHICLES: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:

[www.fmcsa.dot.gov](http://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 BASIC ORDERING AGREEMENT

Changes to Basic Ordering Agreement (BOA's), 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 BOA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16.** FIREARM – WEAPON PROHIBITION - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

**CLAUSE 17.** WORK REST and LENGTH OF ASSIGNMENT: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov)

**CLAUSE 18.** HARRASSMENT FREE WORKPLACE - Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace

Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at [www.gpoaccess.gov/](http://www.gpoaccess.gov/)

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

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

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

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

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

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

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

52.252-2 Clauses Incorporated by Reference (FEB 1998)

52.202-1 DEFINITIONS (JUL 2004)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

52.222-3 CONVICT LABOR (JUN 2003)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52-232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52-232-17 INTEREST (JUN 1996)

52.232.18 AVAILABILITY OF FUNDS (APR 1984)

52.232-25 PROMPT PAYMENT (OCT 2003)

52.233-1 DISPUTES, ALTERNATE 1 (JUL 2002)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (Oct 2003)

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

52.222-4 CONTRACT WORK HOURS SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)

52.222-36 WORKERS WITH DISABILITIES (JUN 1998))

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)– See applicable Wage Determination attached

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

52.219-8 UTILIZATION OF SMALL BUSINESS CONDERNNS (MAY 2004)

52.222-21 PROHIBITIONOF SEGREGATED FACILITIES (FEB 1999)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED

VETERANS, VETERANS OF THE VIETNAM ERA AND  
OTHER ELIGIBLE VETERANS (SEP 2006)

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

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE  
ACQUISITION (JAN 2004)

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)