

An aerial photograph showing firefighting operations over a large fire. A large white aircraft with a red tail is in the center, dropping water. To the left, a yellow helicopter is also dropping water. To the right, another helicopter is visible. The background is a dense forest with a large fire burning in the center.

2010 EERA GUIDE

THERMO TECHNOLOGIES
The Solution For Fire Professionals®





1.800.538.8122 • www.thermo-gel.com



Thermo Technologies, LLC is leading the way in the development of new and innovative products to combat the devastating loss of life and property brought annually by fires.

We have worked with super absorbent polymers and their use within the fire service community for over ten years and recently introduced a revolutionary line of products trade-named Thermo-Gel®. This new product continues to change how fires are fought in countries throughout the world. Thermo-Gel® is not only superior in performance to traditional products, it is also more cost-effective, easier to transport and deliver to any type of firefighting aircraft.

Thermo Technologies takes pride in its well-trained customer service and technical staff. Our goal is to ensure that each and every customer receives the same smile and professional service. The company's mission is to meet and exceed our customers requests.

Innovative products are accompanied by consistent adaptation to customer requirements that reflect our active company philosophy. Thermo Technologies is the place, "Where problems become solutions."

**Thermo-Gel® 200L
Liquid Concentrate**

Description:

Thermo-Gel® is a liquid gel concentrate that, when added to water, transforms into a fire-preventing and heat-absorbing Class A fire retardant gel. Thermo-Gel® is highly effective in fighting all types of active fires, including wildland fires, prescribed burns, urban-interface fires, and in protecting all types of structures. The gel particles are filled with water, adhere directly to the burning material and in doing so, aid in the quick extinguishment of fire.

Thermo-Gel® clings to glass, metal, roof overhangs and all types of surfaces creating a superior gelled water barrier that effectively protects a home, structures and equipment for several hours. Thermo-Gel® is environmentally compatible and can be used on all types of trees and vegetation. After the fire danger has passed, Thermo-Gel® is designed to be rinsed off with plain water and will naturally degrade from exposure to sunlight.

THERMO TECHNOLOGIES, LLC

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Bismarck, ND 58503

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THERMOTECHNOLOGIES.INFO





Thermo-Gel® 200L

Ground Applications:

Thermo-Gel® has many uses for ground applications. Ground engines can be used to apply Thermo-Gel® for suppressing fires, protecting valuable structures and homes, protecting equipment and providing wet lines for prescribed and active firefighting. A complete line of equipment is available, including FireDos® proportioning systems and end of line education systems.

Fire agencies have stated that typically, any mixed and unused product from a mobile base is discarded. With Thermo-Gel® the agency simply transfer any mixed and unused gel for use in their water tender or engine as a superior mop-up product. This practice ensures that all product purchased by our customers is used to fight fires, while helping them with their cost containment objectives.

Packaging:

Available in 256.7 gallon totes, 5 gallon and 1 gallon containers.

AVAILABLE ON GSA CONTRACT# GS-07F-0035V



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Aviation Applications:

Thermo-Gel® can be effectively applied by both rotor and fixed wing aircraft. The product has been designed to quickly suppress fires by providing a gelled water barrier to retard the fire and bind smoke. Because the product can be mixed at different percentages, it allows the firefighters to provide the correct application percentage for all types of fuels, terrain, coverage levels and wind conditions.

A USDA blue food colorant is available upon request and can be added for enhanced visibility at 2500 feet to the pilots. It provides an effective colorant that is both fugitive (fading completely in a few days) and environmentally compatible. Mixing of Thermo-Gel® is performed by professional contractors that have been thoroughly trained and certified.

Aviation Application Packaging:

Available in 256.7 gallon totes and 5 gallon containers.

AVAILABLE ON US FOREST SERVICE BPA# AG-024B-B-10-5016





Thermo-Gel® 500P

Powder Concentrate

Aviation & Ground Applications:

Thermo-Gel® 500P is a fully qualified product for use in all types of Rotor aircraft and fixed wing. The product has a specially designed polymer that allows for maximum absorption of water, slowing evaporation times and allowing more of the mixed product to penetrate to the seat of the fire. The product is batch mixed using both mechanical type and sparger systems for high volume applications. Once mixed it is easily pumped into bulk storage or dip tanks for rotor and fixed wing applications.

The mixed product is very effective as a direct suppressant; extinguishes fires and binds smoke quickly and efficiently. It can be mixed at various percentages to allow for different types of drop heights, speed, wind conditions and fuel types. USDA food colorant is available upon request and provides an effective colorant that is both fugitive and environmentally compatible. Any unused product can also be transferred to ground engines and water tenders for mop up or suppression. All mixing is performed by our professionally trained and certified contractors.

Packaging:

Available in 7 gallon (40lb.) containers.

AVAILABLE ON US FOREST SERVICE BPA# AG-024-B-B-10-5016



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Thermo-Foam™ 100F Liquid Concentrate

Ground Applications:

Thermo-Foam™ has many uses for ground applications, including ground engine use for fire suppression and providing wet lines for prescribed and active firefighting. Our Class A foam is approved by the US Forest Service for all types of ground applications and is also UL Listed. It can be used with all types of educators and proportioners, such as a FireDos® proportioning system. When Thermo-Foam™ is mixed with water, it reduces the surface tension of water that allows it to penetrate the fuels. A foam blanket creates thousands of small bubbles containing a residual amount of water that allows for a long run off period making the product an excellent choice to create wet lines. Thermo-Foam™ performs very well with all types of Compressed Air Foam Systems, making it a great choice for the fire professional looking for a Class A foam for all types of applications.

Aviation Applications:

Thermo-Foam™ can be effectively applied by both rotor and fixed wing aircraft. It is approved by the US Forest Service for use in all types of aircraft including helicopter fixed tank applications. The product has been designed to not only quickly suppress fires but also penetrate the fuels allowing for effective pre-treatment. Because the product can be mixed at different percentages, it allows the pilots to provide the correct application percentage for all types of fuels and terrain. The product is an eco-friendly, water based foam that can also be mixed with other Class A Foams in concentrate tanks without any side effects.

Packaging:

Available in 256.7 gallon totes and 5 gallon containers.

AVAILABLE ON US FOREST SERVICE BPA# AG-024B-B-10-5015

AVAILABLE ON GSA CONTRACT# GS-07F-0035V

Mobile Gel Bases:

Thermo Technologies has been working with the agencies and agency contractors to develop new and innovative methods of loading Thermo-Gel® on different types of SEATS, fixed wing tankers and helicopters. This cooperative effort has led to the effective use of Thermo-Gel® being dropped from S-2T's, SEATS, helicopters and the Martin Mars, the water scooping aircraft in North America, Canada, Australia and other countries.

Thermo-Gel® 200L is directly proportioned by the FireDos®, a water driven proportioner, which is capable of pumping 500+ gallons per minute, offering the aviation industry a state-of-the-art delivery system. This precise mixing and metering system is able to produce a wide variety of mixed percentages. Air Attack Officers and Incident Commanders are able to choose the coverage and protection they need for fuel type, terrain, coverage level and wind conditions while ensuring the safety of their firefighters on the ground.

The Mobile Gel Base is another innovation developed in conjunction with the firefighting agencies and contractors. These trailer mounted systems are capable of delivering an initial 70,000-90,000 gallons of mixed gel without resupply to a fire incident. The systems are much more cost effective than traditional mobile bases as they provide not only a more cost effective product but are quick to set up and it takes less than one hour to be fully functional and operational. Tear down and relocation is also quick and efficient, allowing the firefighters to continually fight the active fires rather than losing valuable time needed to complete their mission. Also, the footprint of the Mobile Gel Plant is much smaller than traditional retardant plants. Unlike traditional products that are wasted after an incident, any unused product can be pumped into ground engines and water tenders for use in mop-up and suppression operations. This ensures that all of the mixed product that our customers have paid for is used to fight fire.





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Field Reports:

There have been many favorable field reports regarding Thermo-Gel® and its many applications within the fire industry.

Listed below are just a few quotes from customers that have used our products for fighting fires.

Bureau of Indian Affairs:

"Has the capacity of stopping wild land fire by a direct hit on the flame sticking to the fuel upon contact and extinguishing fire."

"Thermo-Gel® puts the fire out where retardant slows the fire down."

"It takes three loads of retardant to get the results of one load of Thermo-Gel®."

CalFire

"The use of Thermo-Gel® reduces the need for water by 55% and reduces extinguishment time by 60%."

"The second spot fire was hit with 100% accuracy and the full load covered the entire spot fire with immediate results. The entire spot was suppressed and there was no fire activity for ground resources to extinguish."

"Thermo-Gel® was applied.... Several smokes remained throughout the day, but by the next morning, all hotspots were cold and no further activity was observed."

"One foothill pine had extensive fire in the base of the tree. Two applications of Thermo-Gel® were applied on the target. By the next morning, there was no fire activity at the base of the tree and no ground personnel were used in mop-up."

"As water becomes a more critical resource for wildland fire suppression, operations staff should consider the use of Thermo-Gel® or related products to enhance the effectiveness of water on the fire. The continued use of water alone, without extinguishing enhancement products, is costly and ineffective in the wild land firefighting environment."

"During my deployment to BC Canada on the Terrace Mt. Fire I observed the use of Thermo-Gel® plants and retardant plants. Pilots reported that when using the Thermo Gel product vs. regular (ICL) retardant that the gel had more effect stopping the fire both direct attack and indirect attack."

State of Utah

"We can apply this (Thermo-Gel®) to the structures and get our firefighters out of the way, and come in after the flames have gone by. It's shown to be pretty effective."

British Columbia, Canada

"Choosing the best suppressant for the task varies on direct or indirect attack. In my opinion, the Thermo-Gel® is superior for direct attack on the flaming canopy. The gel clings to foliage better than clay retardants and stays in place for a greater period."

"It also appeared by the comments from the pilots including myself, that the gel didn't appear to cause any issues with any of the equipment on the helicopters. It was easy to clean; and with virtually limited concerns with the environment, made the use of the gel the preferred product."

Thermo-Gel® Approvals




Applications	Thermo-Gel 200L (red pails) 0.5% - 3.0%	Thermo-Gel 500P 0.4% - 0.5%	Thermo-Gel 500P 0.4% - 1.2%	Thermo-Gel 200L AV-B1 (Blue) 0.5%-3.0%
Fixed Wing Air Tanker	X⁽¹⁾	X⁽¹⁾	X⁽¹⁾	X⁽¹⁾
SEAT	X	X	X	X
Helicopter Fixed Tank		X		
Helicopter Buckets	X	X	X	X
Ground Engines	X	X	X	X



Note: The above information is taken from the United States Forest Service Qualified Products List.


(1) Forest Service policy does not allow application of water enhancers from large airtankers. These products meet the requirements for application from multi-engine aircraft for those agencies whose policy permits this use.

Please refer to the Qualified Products List (QPL) located at the United States Forest Service Wildland Fire Chemicals website, www.fs.fed.us, for any additional information.

Thermo Technologies Product Packaging

Item	Description	Pallet Information	TG200L
TG200L5	5 gallon container	(32) 5 gallon containers per pallet	
TG200LTOTE	256.7 gallon tote	Totes do not require pallets	
TG200L1	(4) 1 gallon containers	(32) 4 packs per pallet	

Item	Description	Pallet Information	TFOAM
TFOAM5	5 gallon container	(32) 5 gallon containers per pallet	
TFOAM275	275 gallon tote	totes do not require pallets	

Item	Description	Pallet Information	TG500P
TG500P	7 gallon pail (40 lbs. each)	(24) 7gallon pails per pallet	

Contractors:

Without agency contractors and their dedication to the fire industry, we would not have the ability to provide our innovative fire fighting products.

Listed below is the current list of approved agency contractors that have been professionally trained in the mixing and applications of our products.

All Terrain Water Corporation
Ukiah, CA
Contact: Gregg Smith
Phone: 707-467-9291
E-mail: atwcfire@hughes.net

Structure Protection Specialists
Rapid City, SD
Contact: Gordy Sabo
Phone: 605-209-2958
E-mail: spsgelsystem@msn.com

Expeditors
Orange, CA
Contact: Dave Brown
Phone: 800-255-3119
E-mail: dbrown@ExpeditorsFire.com

Paul Roen Company
Calpine, CA
Contact: Paul Roen
Phone: 209-479-2770
E-mail: sproen@aol.com

NorthTree Fire International
Marysville, CA
Contact: Steve Rife
Phone: 800-347-3688
E-mail: dispatch@northtreefire.com

Cool Mule, Inc.
Pearblossom, CA
Contact: Norm Pope
Phone: 661-992-9001
E-mail: coolmule@qnet.com

Jess Pitt Wildfire Protection
Klamath Falls, OR
Contact: Jess Pitt
Phone: 541-591-1134
E-mail: pitt135@charter.net

Please see the following pages for all of the listed agency contractors EERA agreements. Each EERA agreement listed contains the first 5 pages, and general clauses for the agreements are listed separately for your reference.

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service Fire and Aviation Management 3237 Peacekeeper Way McClellan, CA 95652		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: AG-9J61-C-10-5003 3. EFFECTIVE DATES a. Beginning June 1, 2010 b. Ending May 31, 2011				
4. CONTRACTOR a. Name and Address All Terrain Water Corporation 881 Riverside Drive Ukiah, CA 95482 b. EIN/SSN: 68-0381205 DUNS No: 125141304		5. POINT OF HIRE (location when hired) Location at time of hire 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT				
c. Telephone Number (day) (707) 489-4261 Cell (707) 467-9291 Office (707) 467-9325 Fax	d. Telephone Number (night) (707) 489-4261 Cell (707) 463-3947 Office Email: atwcfire@hughes.net	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT				
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input checked="" type="checkbox"/> Service Disabled <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Small Business						
9. ITEM DESCRIPTION T-2 Mobile Water Enhancer Plant (Aircraft) T-3 Mobile Water Enhancer Plant (Engine)	10. NUMBER OF OPERATORS 3	11. WORK OR DAILY a. rate b. unit	12. SPECIAL a. rate b. unit	13. GUARANTEE (8 or more hours)		
a. Mobile Water Enhancer (WE) Base SCOPE: Fully operated portable water enhancer (WE) plant for mixing and loading Thermo Technologies, LLC QPL approved listed products to be used for delivery of water enhancer. Contractor shall supply 3 representatives, plus a qualified Unit Leader , 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 listed for required equipment) Indicate the geographic location(s) the equipment is located within California: North Ops. GACC. Contractor will be responsible for providing a copy of this agreement to the Water Enhancer base manager upon initial arrival at the incident. Refer to the National Blanket Purchase Agreement (BPA) (FOB origin price) for Water Enhancers for maximum pricing structure. Prices shall not exceed prices shown in the BPA. Invoices will include actual cost of transportation, including demurrage (standby) authorized by the Agency, and must be on the invoice in order to be paid. The purpose for standby will be documented and approved on the daily log and submitted. Identify the applications your equipment is capable of supporting in the following table:						
ITEM	UNIT	UNIT PRICE	FIXED-WING AIRTANKER*	SEATS*	HELICOPTER BUCKET	GROUND ENGINE
1. Daily (24-hour) rate	Day		\$2975.00	\$2975.00	\$2975.00	\$2975.00
2. Mileage Rate/Personnel	Mile 2 Vehicles	\$2.00				
3. Mileage Rate/Base Transportation/or Actual Cost	Mile 2 Vehicles	\$3.00				
4. Relocation Fee	# of Times on Incident	As Requested	\$450.00 ea.	\$450.00 ea.	\$450.00 ea.	N/A
5. Additional Personnel	Day/ Person	\$350.00				
*Fixed-wing Airtanker and SEAT use is only allowed under a formal field evaluation at this time. SEAT use of water enhancer products are being evaluated under a conditional approval (product complies with all requirements in the specification for laboratory evaluation; a field evaluation is required for full qualification). Refer to the Qualified Products List located at the Wildland Fire Chemical Systems Web Page: http://www.fs.fed.us/rm/fire/documents/wat_enh.pdf for the approved application and mix ratios per water enhancer product. These products are uncolored and at present time there are no approved colored products.						

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

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

The Daily Rate will be applied per each day on assignment, plus the put-through charge applicable for total gallons of mixed gel while on the incident. 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).

The mileage rate is from the point of hire and return 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 Water Enhancer 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. **Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.** 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 Water Enhancer Base will be paid. Documentation such as 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 Water Enhancer is deemed sold and the put-through charge would apply. Unmixed Water Enhancer 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 the plant of origin and this cost will be included in the contractor's invoice with the supporting information for quantity returned. 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.

The Relocation Fee 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 8 - Meals and Bedding of the General Clauses.


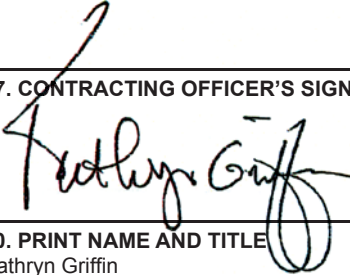
The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 5,000 gallons per day.

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

14. SPECIAL PROVISIONS: See following requirements for support to helicopter operations, SEATs, and engines.

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 4-13-10	17. CONTRACTING OFFICER'S SIGNATURE 	18. DATE 4/28/10
19. PRINT NAME AND TITLE Gregory H. Smith President/Owner	20. PRINT NAME AND TITLE Kathryn Griffin Contracting Officer 916-640-1064		

All Terrain Water Corporation

Exhibit A

EQUIPMENT LIST FOR Mobile Water Enhancer Base

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): **All QPL Approved Thermo Gel Products – LLC Products:** Thermo-Gel 200L-Liquid (Red Pail), Thermo-Gel 500P-Powder, Thermo-Foam 100F and/or new QPL approved Thermo Technologies, LLC products during the course of the EERA.

1. One Type 2 Mobile Mixing System for the batch mixing of Thermo-Gel 500P and proportioning System for liquid concentrate in supporting Helicopters, SEATS, Engines and Fixed-Wing Aircraft.
2. 800 feet of 3" quick-connect manifold
3. Connecting hoses fittings, brass, loading hoses and valves
4. Water Quality and Marsh Funnel testing kit
5. Base tool kit and spare parts
6. Environmental containment systems for:
 - a. Mobile Mix System
 - b. DIP TANK/Open-top storage tank areas
 - c. Water enhancer gel concentrate storage areas
 - d. Portable Water/drafting Pumps (4)
7. Rigid Helicopter Dip Tanks: 1 – 12'x8' 6,798 gallons, airlift empty 2,750 lbs.
1 – 11'x8' 5,594 gallons, airlift empty 2,460 lbs.
8. Rigid open-top fresh water rinse tank: 1 – 10'x8' 4,564 gallons, airlift empty 2,160 lbs.
9. Rigid and/or Collapsible: *One open-top mixed product storage tank (SEAT operations)
10. 1,800 Gallon portable Tank: *One portable storage tank of at least 1,500 gallon capacity (Engine Support Operations)
11. 3" Delivery Hose 3,000' with appliances
12. 6,000 Gallon Water Supply Tank Collapsible (1)
13. 15,000 Gallon Water Supply Tank Collapsible (1)
14. Forklift as needed (1)

Note:

Additional Equipment Available and Pricing (when ordered by the Government)

1. Trailer mounted fire pump 1000 GPM 300 PSI \$550.00/Day (Region 5 Agreement: AG-91Z9-C-08-8047)
2. 15 - 3,000 Gallon Water Supply Tanks Collapsible \$200.00/Day (Region 5 Agreement AG-91Z9-C-08-8047)

Exposure Protection and/or Water Shuttle

3. Gel-Foam CAFS Tenders, Type 2 upon request in support to fire ground operations (3)
\$1,671.00 w/1 operator, \$2,757.00 w/2 operators (Region 5 Agreement: AG-9J61-C-07-8011. Other Agency Agreement: BAE0700110)

14. Special Provisions

REQUIREMENTS FOR HELICOPTER AND SEAT SUPPORT:

1. The plant must be able to provide approved mixed fire chemicals and be able to mix the fire chemicals at a rate of 12,000 gallons per hour.
2. For helicopter operations the plant must be able to load mixed chemicals into a helicopter dip tank at a rate of 400 gallons per minute. No product is approved for use in helicopter fixed tanks.
3. For single engine airtanker operations the plant must be able to load mixed chemicals into a SEAT at a rate of 200 gallons per minute.
4. For SEAT operations the plant must include one open-top mixed product storage tank.
5. The Agency will provide water to the mobile fire chemical mixing and loading plant. This may include providing water from water tenders or from a pressurized source, or from a drafting source.
6. The plant must be able to draft and/or pump all required water from a non-pressurized source, over a distance of at least 400 feet in quantities sufficient to meet the mixing and loading requirements stated above.
7. For helicopter operations the plant must include at least one open-top mixed product rigid storage tank with a minimum opening diameter of 10 feet, and a water depth of at least 8 feet, to permit filling of a 2,000 gallon helicopter bucket by dipping.
8. The plant must include at least one separate open-top fresh water rinse tank of the same size as stated above.
9. The plant setup site should 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.

All chemical spills will be reported to the U.S. Forest Service, Wildland Fire Chemical Systems program office at (406) 329-3900 within 24 hours of the time of the spill.
10. The plant must arrive at the incident with enough chemical concentrate to provide at least 50,000 gallons of mixed product. See Exhibit B for the current Qualified Products List (QPL).
11. The Contractor will provide the water enhancer concentrate, equipment, personnel, transportation, and other items needed to meet the requirements.
12. All Contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable.
13. To be considered available for hire, the Contractor must be able to initiate response to a site designated by the Agency at any time, day or night, within one hour of the time the contractor accepts the offer of hire.
14. Arrival time will be negotiated between the Contractor and the Agency at the time of dispatch. The Agency reserves the right to withdraw its offer of hire if the Contractor cannot arrive at the designated site by the time specified by the Agency.
15. The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by his equipment or employees while operating under the terms of the EERA.

REQUIREMENTS FOR ENGINE SUPPORT:

1. The plant must be able to provide approved mixed fire chemicals. The plant must be able to load fire apparatus at a rate of 400 gallons per minute, and must be able to mix the fire chemicals at a rate of 6,000 per hour.
2. Plant equipment must include at least one portable storage tank of at least 1,500 gallon capacity.
3. Mixing and loading operations may be conducted while the plant is stationary, but the plant must remain mobile so that it can immediately move to a new location with the fire apparatus it is supporting.
4. The plant must arrive at the incident with enough chemical concentrate to provide at least 25,000 gallons of mixed product. See Exhibit B for the current Qualified Products List (QPL).
5. The Contractor will provide the water enhancer concentrate, equipment, personnel, transportation, and other items needed to meet the requirements.
6. All Contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and the OSHA regulations as applicable.
7. To be considered available for hire, the Contractor must be able to initiate response to a site designated by the Agency at any time, day or night, within one hour of the time the contractor accepts the offer of hire.
8. Arrival time will be negotiated between the Contractor and the Agency at the time of dispatch. The Agency reserves the right to withdraw its offer of hire if the Contractor cannot arrive at the designated site by the time specified by the Agency.
9. The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by his equipment or employees while operating under the terms of the EERA.

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service Fire and Aviation Management 3237 Peacekeeper Way McClellan, CA 95652	AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: AG-9J61-C-10-5002 3. EFFECTIVE DATES a. Beginning June 1, 2010 b. Ending May 31, 2011
4. CONTRACTOR a. Name and Address Expeditors by Lindale, Inc. 638 North Eckoff Street Orange, CA 92868 b. EIN/SSN: 33-0445172 DUNS No: 805099413	5. POINT OF HIRE (location when hired) Location at time of hire 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT
c. Telephone Number (day) (800) 255-3119 (714) 939-6330 email: dbrown@ExpeditorsFire.com	d. Telephone Number (night) (800) 255-3119 (714) 392-6580 Cell
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	

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

Small Business
 Large Business Owned
 Small Disadvantaged Owned
 Women Owned
 Labor Surplus Area
 Government Employee

9. ITEM DESCRIPTION	10. NUMBER OF OPERATORS	11. WORK OR DAILY	12. SPECIAL	13. GUARANTEE
Mobile Water Enhancer Plant	3	a. rate b. unit	a. rate b. unit	(8 or more hours)

a. Mobile Water Enhancer (WE) Base

SCOPE: Fully operated portable water enhancer (WE) plant for mixing and loading **Thermo-Gel 200L and Thermo-Gel 500P** to be used for delivery of water enhancer. Contractor shall supply **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)

Indicate the geographic location(s) the equipment is located within California: **Redding, NOPS: and Bakersfield. SOPS.**

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

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

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

ITEM	UNIT	UNIT PRICE	FIXED-WING AIRTANKER*	SEATS*	HELICOPTER BUCKET	GROUND ENGINE
1. Daily (24-hour rate)	Day		\$3350.00	\$3350.00	\$3350.00	\$3350.00
2. Mileage Rate/Personnel	Mile	\$3.00				
3. Mileage Rate/Base Transportation/or Actual Cost	Mile	\$4.75				
4. Put Through Charge - first 25,000 Gallons	\$/gallon mixed	\$0.05				
5. Put Through Charge - over 25,000 Gallons	\$/gallon mixed	\$0.03				
6. Relocation Fee	# of Times on Incident	As Requested	\$500.00	\$500.00	\$500.00	N/A
7. Additional Personnel	Day/ Person	\$450.00				

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

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

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

The Daily Rate will be applied per each day on assignment, plus the put-through charge applicable for total gallons of mixed gel while on the incident. 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).

The mileage rate is from the point of hire and return 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 Water Enhancer 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. **Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.** 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 Water Enhancer Base will be paid. Documentation such as 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 Water Enhancer is deemed sold and the put-through charge would apply. Unmixed Water Enhancer 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 the plant of origin and this cost will be included in the contractor's invoice with the supporting information for quantity returned. 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.

The Relocation Fee 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 8 - Meals and Bedding of the General Clauses.

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

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

14. SPECIAL PROVISIONS: See following requirements for support to helicopter operations, SEATs, and engines.

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 4/15/10	17. CONTRACTING OFFICER'S SIGNATURE 	18. DATE 4/28/10
19. PRINT NAME AND TITLE Dave Brown President	20. PRINT NAME AND TITLE Kathryn Griffin Contracting Officer 916-640-1064		

Exhibit A
EQUIPMENT LIST FOR Mobile Water Enhancer Base

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): **Thermo-Gel 200L and Thermo-Gel 500P**

1. *300 feet 3" quick-connect manifold (for fixed-wing aircraft)
2. *Connecting hoses fittings, loading hoses and valves
3. *Water Enhancer testing kit
4. *Base tool kit and spare parts
5. *Environmental containment systems for:
 - a. MOBILE MIXER/TENDER
 - b. DIP TANK/Open-top storage tank
 - c.
 - d.
6. *One open-top mixed product storage tank, minimum opening diameter of 10 feet, water depth of at least 8 feet (Helicopter operations) (See paragraph 7 of Special Provisions)
7. *One open-top fresh water rinse tank of the same size identified in #6 (Helicopter Operations) (**Collapsible**)
8. *One open-top mixed product storage tank (SEAT operations) (**Collapsible**)
9. *One portable storage tank of at least 1,500 gallon capacity (Engine Support operations)

*Required if approved for SEATS

Note:

Additional Equipment Available and Pricing (when ordered by the Government)

- | | |
|------------------------|----------------|
| 1. Water Tender | \$1,850.00/Day |
| 2. Extra Dip Tank | \$650.00/Day |
| 3. Extra Storage Tank | \$650.00/Day |
| 4. Forklift (5,000lbs) | \$800.00/Day |

14. Special Provisions

REQUIREMENTS FOR HELICOPTER AND SEAT SUPPORT:

1. The plant must be able to provide approved mixed fire chemicals and be able to mix the fire chemicals at a rate of 12,000 gallons per hour.
2. For helicopter operations the plant must be able to load mixed chemicals into a helicopter dip tank at a rate of 400 gallons per minute. No product is approved for use in helicopter fixed tanks.
3. For single engine airtanker operations the plant must be able to load mixed chemicals into a SEAT at a rate of 200 gallons per minute.
4. For SEAT operations the plant must include one open top mixed product storage tank.
5. The Agency will provide water to the mobile fire chemical mixing and loading plant. This may include providing water from water tenders or from a pressurized source, or from a drafting source.
6. The plant must be able to draft and/or pump all required water from a non-pressurized source, over a distance of at least 400 feet, in quantities sufficient to meet the mixing and loading requirements stated above.
7. For helicopter operations the plant must include at least one open-top mixed product rigid storage tank with a minimum opening diameter of 10 feet, and a water depth of at least 8 feet, to permit filling of a 2,000 gallon helicopter bucket by dipping.
8. The plant must include at least one separate open-top fresh water rinse tank of the same size as stated above.
9. The plant setup site should 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 watercourses. The Contractor will be responsible for the removal and disposal of chemical spills, residue, and runoff in accordance with local environmental regulations.

All chemical spills will be reported to the U.S. Forest Service, Wildland Fire Chemical Systems program office at (406) 329-3900 within 24 hours of the time of the spill.
10. The plant must arrive at the incident with enough chemical concentrate to provide at least 50,000 gallons of mixed product. See Exhibit B for the current Qualified Products List (QPL).
11. The Contractor will provide the water enhancer concentrate, equipment, personnel, transportation, and other items needed to meet the requirements.
12. All Contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable.
13. To be considered available for hire, the Contractor must be able to initiate response to a site designated by the Agency at any time, day or night, within one hour of the time the contractor accepts the offer of hire.
14. Arrival time will be negotiated between the Contractor and the Agency at the time of dispatch. The Agency reserves the right to withdraw its offer of hire if the Contractor cannot arrive at the designated site by the time specified by the Agency.
15. The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by his equipment or employees while operating under the terms of the EERA.

REQUIREMENTS FOR ENGINE SUPPORT:

1. The plant must be able to provide approved mixed fire chemicals. The plant must be able to load fire apparatus at a rate of 400 gallons per minute, and must be able to mix the fire chemicals at a rate of 6,000 gallons per hour.
2. Plant equipment must include at least one portable storage tank of at least 1,500 gallon capacity.
3. Mixing and loading operations may be conducted while the plant is stationary, but the plant must remain mobile so that it can immediately move to a new location with the fire apparatus it is supporting.
4. The plant must arrive at the incident with enough chemical concentrate to provide at least 25,000 gallons of mixed product. See Exhibit B for the current Qualified Products List (QPL).
5. The Contractor will provide the water enhancer concentrate, equipment, personnel, transportation, and other items needed to meet the requirements.
6. All Contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and the OSHA regulations as applicable.
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EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service Fire and Aviation Management 3237 Peacekeeper Way McClellan, CA 95652			AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: AG-9J61-C-10-5004																																																											
4. CONTRACTOR a. Name and Address <i>North Tree Fire International</i> P.O. Box 863 Marina, CA 93933			5. POINT OF HIRE (location when hired) Location at time of hire																																																											
b. EIN/SSN: 93-0926982 DUNS No: 017967873			6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT																																																											
c. Telephone Number (day) (800) 347-3688 (530) 743-7570 Fax email: dispatch@northtreefire.com		d. Telephone Number (night) (800) 347-3688 Duty Officer	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT																																																											
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Large Business <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Women Owned <input type="checkbox"/> Labor Surplus Area <input type="checkbox"/> Government Employee Owned Owned																																																														
9. ITEM DESCRIPTION T-2 Mobile Water Enhance Plant (Aircraft) T-3 Mobile Water Enhance Plant (Engine)		10. NUMBER OF OPERATORS 3	11. WORK OR DAILY a. rate b. unit		12. SPECIAL a. rate b. unit		13. GUARANTEE (8 or more hours)																																																							
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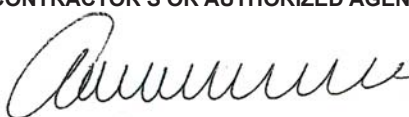
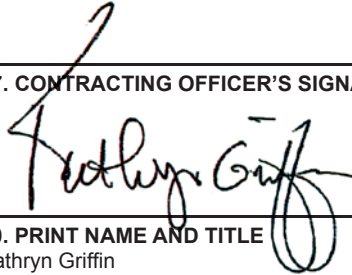
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<p>19. PRINT NAME AND TITLE Michael D. Armstrong President and CEO</p>		<p>20. PRINT NAME AND TITLE Kathryn Griffin Contracting Officer 916-640-1064</p>	

Exhibit A
EQUIPMENT LIST FOR Mobile Water Enhancer Base

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): **All QPL Approved Thermo-Gel Products**

1. *300 feet 3" quick-connect manifold (for fixed-wing aircraft)
2. *Connecting hoses fittings, loading hoses and valves
3. *Water Enhancer testing kit
4. *Base tool kit and spare parts
5. *Environmental containment systems for:
 - a. MOBILE MIXER/TENDER
 - b. DIP TANK/Open-top storage tank
 - c. Gel Concentrate Storage
 - d. Portable Water Pump
6. *One open-top mixed product storage tank, minimum opening diameter of 10 feet, water depth of at least 8 feet (Helicopter operations) (See paragraph 7 of Special Provisions)
7. *One open-top fresh water rinse tank of the same size identified in #6 (Helicopter Operations) (Collapsible or Rigid)
8. *One open-top mixed product storage tank (SEAT operations) (Collapsible)
9. *One portable storage tank of at least 1,500 gallon capacity (Engine Support operations)
10. 3" Delivery Hose 1000' with appliances
11. Forklift as needed

*Required if approved for SEATS

Note:

Additional Equipment Available and Pricing (when ordered by the Government)

- | | | |
|---|--------------|-------------|
| 1. Trailer mounted fire pump 1250 GPM 300 PSI
500 Feet 5" Supply Hose, 300 Feet 3" Supply Hose
3" and 5" Appliances | \$800.00/Day | \$1.50/Mile |
| 2. 14,000 Gallon Water Supply Tank collapsible | \$675.00/Day | |
| 3. 6,000 Gallon Water Supply Tank collapsible | \$320.00/Day | |
| 4. 4,000 Gallon Fold-A-Tank | \$200.00/Day | |

Water Shuttle and/or Structure Protection

- | | | |
|---|--|-------------|
| 5. Water Tender 2500 - 3800 Gallon
Region 5 Contract AG-9J61-C-07-8208 | \$1,671.00 w/1 Operator/Day
\$2,590 w/2 Operators/Day | |
| 6. Water Handling Specialist (WHSP) w/vehicle | \$45.00/Hour | \$1.50/Mile |

14. Special Provisions

REQUIREMENTS FOR HELICOPTER AND SEAT SUPPORT:

1. The plant must be able to provide approved mixed fire chemicals and be able to mix the fire chemicals at a rate of 12,000 gallons per hour.
2. For helicopter operations the plant must be able to load mixed chemicals into a helicopter dip tank at a rate of 400 gallons per minute. No product is approved for use in helicopter fixed tanks.
3. For single engine airtanker operations the plant must be able to load mixed chemicals into a SEAT at a rate of 200 gallons per minute.
4. For SEAT operations the plant must include one open top mixed product storage tank.
5. The Agency will provide water to the mobile fire chemical mixing and loading plant. This may include providing water from water tenders or from a pressurized source, or from a drafting source.
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5. The Contractor will provide the water enhancer concentrate, equipment, personnel, transportation, and other items needed to meet the requirements.
6. All Contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and the OSHA regulations as applicable.
7. To be considered available for hire, the Contractor must be able to initiate response to a site designated by the Agency at any time, day or night, within one hour of the time the contractor accepts the offer of hire.
8. Arrival time will be negotiated between the Contractor and the Agency at the time of dispatch. The Agency reserves the right to withdraw its offer of hire if the Contractor cannot arrive at the designated site by the time specified by the Agency.
9. The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by his equipment or employees while operating under the terms of the EERA.

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. PROCUREMENT AGENCY a. name and address: USDA Forest Service, Region 2 or (Delta CO Office) PO Box 26127 2250 Highway 50 Lakewood, CO 80225 Delta, CO 81416		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): USFS AG-82X9-S-10-7001 BLM: KAE073039						
b. Phone Number: 970-874-6613 c. FAX Number: 970-874-6619		3. EFFECTIVE DATES OF AGREEMENT: a. Beginning June 28, 2008 b. Ending June 30, 2013 c. Specific Incident only: Incident Name: Incident Number:						
4. CONTRACTOR a. Name and Address Structure Protection Specialists, Inc 8420 Alberta Drive Rapid City, SD 57702 b. EIN/SSN: 208465267 DUNS No: 797115487 d. EMAIL Address spsgelsystem@msn.com e. Telephone Number (day): 605-209-2958 or 605-343-8615 Telephone Number (night): 605-209-2958 or 605-209-2959 Cell Phone Number: 605-209-2958 Fax: 605-343-8815		5. POINT OF HIRE (location when hired) Location at time of hire	6. ORDERING DISPATCH CENTER					
7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)								
8. OPERATOR FURNISHED <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT								
9. Contractor Authorized Commissary: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT								
10. BUSINESS SIZE OF CONTRACTOR: a. <input checked="" type="checkbox"/> Small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vot (Information for tracking purposes only - not used for preferential hiring)								
11. ITEM DESCRIPTION: equipment or animals (include VIN, make, model, year, serial no., accessories or other identifying features)		12. NO. OF OPERATORS PER SHIFT	13. HRS Y/DAILY/MILEAGE/SHIFT BASIS (ss/ds; ref. Cl.6) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Rate</td> <td style="width: 50%;">Unit</td> </tr> </table>		Rate	Unit	14. SPECIAL	15. GUARANTEE (8 HOURS)
Rate	Unit							
Type 4 Engine w/Gel type CAFS (see note below) Freightliner FL60, Owner's ID G-1 Lc. 24434 C [SD], VIN 1FV3GFAC2TL696613		3	2500.00 SS					
Type 4 Engine w/Gel type CAFS (see note below) Chevy Kodiak, Owner's ID G-2 Lc. 20548 C [SD], VIN 1GBESC3216F434525		3	2500.00 SS					
16. SPECIAL PROVISIONS Contractor is required to have the capability to directly purchase (business check or credit card) fuel from any incident fuel vendor. This EERA includes all specifications associated with solicitation AG-B2X9-S-07-9998. Incident contracting officers are authorized to settle claims arising under this agreement within the level of their warrant. Individuals authorized to place orders against this agreement are agency dispatchers and procurement personnel. Gel use will be paid at contract specified CAFS rates and Gel used will be replaced from incident supplies if the incident supply has Gel in stock.								
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE /s/ Gorden Sabo		18. DATE 6/28/2010	20. CONTRACTING OFFICER'S SIGNATURE /s/ Joel Butzin a. Warrant No. FS00157		21. DATE 6/28/2010			
19. PRINT NAME AND TITLE Gorden Sabo, President			22. a. PRINT NAME AND TITLE Joel Butzin, Contracting Officer b. PHONE NUMBER: 970-874-6613 970-640-4375 (c) c. FAX: 970-874-6619					

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

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

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

CLAUSE 2. Time Under Hire: 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 13) (hourly/daily/mileage/shift basis) 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 14) 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 15. 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 15. 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 13) - 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 shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.
- 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. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction

- a. For equipment furnished under this EERA without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.
- b. For equipment furnished under this EERA with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

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

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

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

- a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:
1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (Either Nomex or chrome tanned leather; (c) Hard hat; (d) Goggles or safety glasses.
 2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
 3. Other items may be issued by the Government.
- b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov

CLAUSE 14. Claim Settlement Authority: For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

CLAUSE 15. Changes: Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable only for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2½ inches in length or a multi purpose tools such as a leatherman.

CLAUSE 17. Work Rest and Length of Assignment: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov

CLAUSE 18. Harrassment Free Workplace

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov

CLAUSE 19. Definitions

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

- a. SMALL BUSINESS is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.
- b. SMALL DISADVANTAGED OWNED BUSINESS is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.
- c. WOMEN-OWNED SMALL BUSINESS is one that is at least 51 percent owned, controlled, and operated by a woman or women.
- d. HUBZone Small Business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

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

- 52.252-2 Clauses Incorporated by Reference
- 52.202-1 DEFINITIONS (APR 1984)
- 52.303-1 OFFICIALS NOT TO BENEFIT (APR 1984)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.222-3 CONVICT LABOR (APR 1984)
- 52.222-26 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 89)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (APR 1989)
- 52.233-1 DISPUTES, ALTERNATE 1 (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITY (APR 1984)
- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
- 52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

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

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

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

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

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

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

"Leasing" as used in this subpart, means the acquisition of motor vehicles, other than by purchase from private or commercial sources, and includes the synonyms "hire" and "rent." "Motor vehicle" means an item of equipment, mounted on wheels and designed for highway and/or land use, that (a) derives power from a self-contained power unit or (b) is designed to be towed by and used in conjunction with self-propelled equipment. (FAR8.1101)

- 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)

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service Fire and Aviation Management 3237 Peacekeeper Way McClellan, CA 95652		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: AG-9J61-C-10-5005 <hr/> 3. EFFECTIVE DATES a. Beginning June 1, 2010 b. Ending May 31, 2011				
4. CONTRACTOR a. Name and Address Cool Mule, Inc. 32900 Longview Road Pearblossom, CA 93553 E-mail: coolmule@qnet.com b. EIN/SSN: 562478750 DUNS No: 198354149		5. POINT OF HIRE (location when hired) Location at time of hire: Pearblossom, CA 93553 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT				
c. Telephone Number (day) (661) 992-9001	d. Telephone Number (night) (661) 992-9001	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT				
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input type="checkbox"/> Service Disabled Veteran Owned Small Business <input checked="" type="checkbox"/> Small 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 Type-3 Mobile Enhancer Plant (Ground Engine)	10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit	12. SPECIAL a. rate b. unit	13. GUARANTEE (8 or more hours)		
a. Mobile Water Enhancer (WE) Base SCOPE: Fully operated portable water enhancer (WE) plant for mixing and loading QPL listed water enhancers to be used for delivery of water enhancer. Contractor shall supply 2 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 deactivation. (See attached list for required equipment) Indicate the geographic location(s) the equipment is located within California: South Ops (GACC) . Contractor will be responsible for providing a copy of this agreement to the Water Enhancer base manager upon initial arrival at the incident. Refer to the National Blanket Purchase Agreement (BPA) (FOB origin price) for Water Enhancers for maximum pricing structure. Prices shall not exceed prices shown in the BPA. Invoices will include actual cost of transportation, including demurrage (standby) authorized by the Agency, and must be on the invoice in order to be paid. The purpose for standby will be documented and approved on the daily log and submitted. Identify the applications your equipment is capable of supporting in the following table:						
ITEM	UNIT	UNIT PRICE	FIXED-WING AIRTANKER*	SEATS*	HELICOPTER BUCKET	GROUND ENGINE
1. Daily (24-hour rate)	Day					\$2860.00
2. Mileage Rate/Personnel	Mile	\$2.00				
3. Mileage Rate/Base Transportation/or Actual Cost	Mile					
4. Put Through Charge - first 25,000 Gallons	\$/gallon mixed					
5. Put Through Charge - over 25,000 Gallons	\$/gallon mixed					
6. Relocation Fee	# of Times on Incident					
7. Additional Personnel	Day/ Person	\$600.00				
*Fixed-wing Airtanker and SEAT use is only allowed under a formal field evaluation at this time. SEAT use of water enhancer products are being evaluated under a conditional approval (product complies with all requirements in the specification for laboratory evaluation; a field evaluation is required for full qualification). Refer to the Qualified Products List located at the Wildland Fire Chemical Systems Web Page: http://www.fs.fed.us/rm/fire/documents/wat_enh.pdf for the approved applications and mix ratios per water enhancer product. These products are uncolored and at present time there are no approved colored products.						

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

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

The Daily Rate will be applied per each day on assignment, plus the put-through charge applicable for total gallons of mixed gel while on the incident. 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).

The mileage rate is from the point of hire and return 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 Water Enhancer 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. **Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.** 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 Water Enhancer Base will be paid. Documentation such as 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 Water Enhancer is deemed sold and the put-through charge would apply. Unmixed Water Enhancer 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 the plant of origin and this cost will be included in the contractor's invoice with the supporting information for quantity returned. 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.

The Relocation Fee 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 of 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 8 - Meals and Bedding of the General Clauses.


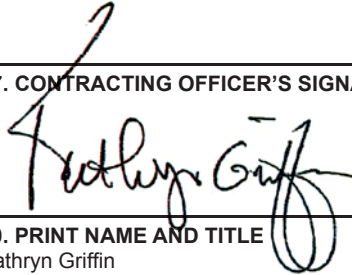
The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 5,000 gallons per day.

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

14. SPECIAL PROVISIONS: See following requirements for support to helicopter operations, SEATs, and engines.

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

SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.

<p>15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE</p> 	<p>16. DATE</p> <p>5/20/10</p>	<p>17. CONTRACTING OFFICER'S SIGNATURE</p> 	<p>18. DATE</p> <p>5/25/10</p>
<p>19. PRINT NAME AND TITLE</p> <p>Norman Pope President</p>		<p>20. PRINT NAME AND TITLE</p> <p>Kathryn Griffin Contracting Officer 916-640-1064</p>	

COOL MULE, INC.
Exhibit A
EQUIPMENT LIST FOR MOBILE WATER ENHANCER BASE

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): **QPL approved powdered water enhancers (Thermo-Gel 500 and similar).**

1. One water truck equipped for batch mixing of powdered water enhancers to support ground engine operations.
2. *Connecting hoses fittings, loading hoses and valves
3. *Water Enhancer testing kit
4. *Base tool kit and spare parts
5. *Environmental containment systems for:
 - a. MOBILE MIXER/TENDER
6. *One portable storage tank of 3000 gallon capacity (Engine Support Operations).

*Required if approved for SEATS

Note:

Additional Equipment Available and Pricing (when ordered by the Government)

INCIDENT BLANKET PURCHASE AGREEMENT (IBPA) OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER				
2. CONTRACT NO. AG-04U3-B-10-6034		3. AWARD/EFFECTIVE DATE SIGNED on 07/08/2010	4. This agreement was modified on the date in Block 3	5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFO CALL:		a. NAME SIGNED by LEIF SHJEFLO		b. TELEPHONE NUMBER 541-883-6804		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY Fre-Win (K-Falls) National Forest 2819 Dahlia Street Klamath Falls, OR 97601 CODE: 04U3			10. THIS ACQUISITION IS __ UNRESTRICTED OR __ SET ASIDE: % FOR <u>X</u> SMALL BIZ EMERGING SMALL __ BIZ NAICS: HUBZONE SMALL 115310 __ BIZ SIZE SERVICE-DISABLED __ 8(a) STANDARD: __ VETERAN-OWNED \$17.5MM SMALL BUSINESS					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED __ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <u>X</u> RFQ __ IFB __ RFP		
15. DELIVER TO CODE:			16. ADMINISTERED BY CODE:					
17a. CONTRACTOR/OFFEROR Vendor name: Heli-Fire Support Street address: 3030 Round Lake Road City: Klamath Falls State: OR Zip: 97601 Contact name: Jess Pitt Email address: pitt135@charter.net Primary phone: 541-591-1134 Cell phone: Alternate phone: Fax: TTY phone: Duns Number: 962651605			18a. PAYMENT WILL BE MADE BY See attached supplemental provisions CODE:					
__ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED __ SEE ADDENDUM					
19. ITEM NO.	20-24. SCHEDULE OF SUPPLIES/SERVICES (See attached schedule below. The following are included by reference.) A. General and Pacific Northwest Interagency Supplemental General Provisions which apply to this Agreement are attached. B. Wage Determination #1995-0221 Revision 21 dated 3/30/09 is attached and applicable to this Agreement. C. The effective date of this agreement is from the date in Block 31c to May 31st, 2011.							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT			
<u>X</u>	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.				<u>X</u>	ARE	—	ARE NOT ATTACHED
<u>X</u>	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				<u>X</u>	ARE	—	ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>X</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____				
30a. SIGNATURE OF OFFEROR/CONTRACTOR /S/Jess Pitt				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) /S/LEIF SHJEFLO				
30b. NAME AND TITLE OF SIGNER (Type or print): Jess Pitt		30c. DATE SIGNED 07/08/2010		31b. NAME OF CONTRACTING OFFICER (Type or print) LEIF SHJEFLO		31c. DATE SIGNED 07/08/2010		

1

Type: **Helicopter Dip Site (Mobile)**

Description: **Portable tank used to provide water to helicopters. Not to be used with fixed wing planes.**

Zip: **97601**

Wet: **W**

RATES

Rate name: **Mobile Helicopter dipping station with 11000 gallon ridged steel tank, pump, hose, and personell**

Rate type: **Daily**

Rate description:

Rate: **\$2500**

Rate name: **Water Enhancement Plant**

Rate type: **Daily**

Rate description: **(if ordered for use with gel or foam)**

Rate: **\$490**

Rate name: **Transportation Mileage**

Rate type: **Mile**

Rate description:

Rate: **\$2.50**

Rate name: **Gel Put-Through Charge**

Rate type: **Each**

Rate description: **(first 25,000 gallons mixed)**

Rate: **\$.05**

Rate name: **Gel Put-Through Charge**

Rate type: **Each**

Rate description: **(above 25,000 gallons mixed)**

Rate: **\$.03**

COMMENTS

Dipping station will be staffed with 3-4 employees. All employees are carded for heli-well operations, thermo-gell mixing, and as wildland fire-fighters.

Unit can come with a portable water enhancing plant for mixing and loading Thermo-gel. The gel can be mixed into the dip tank for helicopters or into the seats of fixed wing aircraft.

Unit may be ordered with or without the gel plant.

Unit includes:

- 11000 gallon ridged steel tank
- 6000 gallon tank for water rinse
- 2000 and 3000 Gallon water storage tanks
- 3", 4", and 6" volume and pressure pumps
- 1000 ft. 3" fire hose with fittings
- 300 ft. 3" quick connect for fixed wing aircraft

Personnel Contact Information:

Chad Nelson/Sales Manager
Phone: (701) 426-6735
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Ken Walter/Operations Manager
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923 E. Interstate Ave.
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Phone: (701) 258-8208
Fax: (701) 258-7259
24 Hour Phone: 800-538-8122

Warehouse Locations

Bismarck, ND
Redding, CA
Sacramento, CA
Ontario, CA
Phoenix, AZ
Boise, ID
Marysville, CA
Reno, NV
Ukiah, CA



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