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# 2003 NATIONAL LONG-TERM FIRE RETARDANT REQUIREMENT CONTRACT

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**BULK CONTRACT–YELLOW / WHITE PAGES**

Initial Award: 2/6/2001 - 2/5/2002  
1<sup>st</sup> Option Year: 2/6/2002 - 2/5/2003  
2<sup>nd</sup> Option Year: 2/6/2003 - 2/5/2004

**FULL SERVICE BASES – BLUE PAGES**

Initial Award: 2/7/2001 - 2/6/2002  
1<sup>st</sup> Option Year: 2/7/2002 - 2/6/2003  
2<sup>nd</sup> Option Year: 2/7/2003 - 2/6/2004

**EMERGENCY EQUIPMENT RENTAL AGREEMENTS FOR PORTABLE PLANTS – GREEN PAGES**

**Date Last Revised: 03/04/2003**



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File Code: 6320

Date: February 2002

To: Retardant Ordering Activities

All Units ordering Retardant products shall be responsible for the reporting requirements as stated herein. The Base Manager will assure the proper documentation is being completed and reported by the procurement organization on your unit, i.e. Region or Forest. The instructions are provided for Bulk and Full Service. Its imperative all orders are inputted into the reporting system.

### **Bulk Contract**

Contract No: 54-024B-1-2169 (Fire Trol Holdings, L.L.C.)  
54-024B-1-2170 (Astaris, L.L.C.)

Placement of orders under the terms of the contract may begin at once. A purchase/delivery order number should be provided to the Contractor at the time the order is placed.

This booklet, of which this letter is a part, is furnished to you for use in placing retardant orders and making payments for retardant delivered. The booklet reflects the pertinent terms and conditions of the contracts on file in this office. Please review the booklet carefully. When delivery orders are placed, **please forward a copy of each to this office**. The orders are vital to our need to establish the kind and quantity of retardant historically ordered under the contracts and for information needed in future contracts.

Contract prices for shipment **FOB Destination** to established airtanker bases are enclosed. Retardant ordered under normal delivery terms (See contract clause F.4--72 hours) to the listed airtanker bases includes pricing for retardant and FOB Destination per ton price for transportation. See the yellow pages of this pink book Enclosure 1, Astaris, L.L.C., and Enclosure 2, Fire-Trol Holding, L.L.C., for contract prices. The Contracting Officer will approve any substitution of product or product lot number in advance and a contract modification must be executed. (See C-3).

Retardant may be ordered **FOB Origin** with actual transportation charges added for destination to locations other than the listed airtanker bases or to the listed airtanker bases for orders under the minimum.

Ordering activities should follow their agency procedures for reporting procurement actions for delivery orders placed against these contracts.

For Forest Service Units, the following SF-279/281 instructions are provided: Ordering units should report each delivery order on the SF-279 Individual Contract Action Report, regardless of dollar value. As with all SF-279 reports, these reports should be completed within three (3) days. The purchase/delivery order, AD-838, in Pontius, should be coded "22" in the SF-281 block so that the action is not a duplicative recorded by NFC on the SF-281 report. NIFC will create the original entry for each contract in the SF-279 database.

Enter the 279 Screens through the Internet  
Pull Down **Query or Enter icon** (screen fields should turn white)

1. Agency - **FS**
2. Contract Number - see above numbers
5. Contracting Office - **024B** initially, all additional input should query their own contract office number

Each ordering office needs to complete an SF-279 original entry for each delivery order.

Pull Down **Query or click on Execute icon**, (screen will turn grey blue, yellow and white, ready for input)

Enter data into the following fields reflecting the most recent purchase order as follows:

4. Contracting Office Order Number – This is the number that your unit assigned to reflect the purchase, or it is your delivery order number assigned from the ordering office.
5. Contracting Office – Put in your designated office number.
6. Action Date – This is the month and year of the Purchase Order (six digits e.g. **yyymm**, fiscal year is the first four digits followed by two digits designating the month of the purchase order, AD-838).
7. Type of Entry – Type in this field "**A Original**".
8. no input required
9. Contract Action – Enter "**E**" for an ORDER.
10. Dollars Obligated – Enter the dollar amount of the purchase order, AD-838. (no commas or dollar signs)

On second screen, (Tab B), change **Region/Area, CO ID, and Contracting Officer** field to fit the information on the purchase order.

### **PORTABLE BASES – EERA:**

Again this year we have included the EERA's for the portable bases operations see the green pages of this pink book. Mobile/portable retardant mixing bases under these EERA's may be ordered directly from the companies by the local user agency. Order the appropriate retardant base and type of retardant product by considering factors such as type of product generally used in the area and whether need is for fixed-wing or helicopters. If need is for helicopter operations determine if bucket or fixed tanks will be used and order the appropriate qualified and approved fire chemical. Questions regarding the qualified and approved retardant types may be directed to Ralph Taylor (909) 599-1267 x 234 or Paul Solarz (406) 329-4719.

An Agency plant manager should be assigned to each portable operation. Agency plant managers are responsible for contract administration functions such as (1) ensuring LA/QA functions are performed (test samples are sent to NWST), (2) verifying receipt of retardant quantities and maintaining agency records, (3) communicating any safety and environmental concerns with the Contractor.

### **FULL SERVICE CONTRACTS:**

Contract No: 53-024B-1-2171 (Hunot Retardant Company)  
53-024B-1-2172 (Fire-Trol Holdings, L.L.C.)

### **SF-279 REPORTING**

See internet version at [http://www.fs.fed.us/fire/fire\\_new/contracting/index.html](http://www.fs.fed.us/fire/fire_new/contracting/index.html)

Feel free to call me at 208/387-5347 or E-mail: [fgomez@fs.fed.us](mailto:fgomez@fs.fed.us) with any questions that you might have.

Sincerely,

*/s/FRANK GOMEZ*

**FRANK GOMEZ**  
Contracting Officer

**ENCLOSURE 1**  
**2003 BULK CONTRACT PRICES**  
**Astaris, L.L.C. - CONTRACT NO.: 54-024B-1-2170**

FOB ORIGIN – PRICE OF PRODUCT AT THE MANUFACTURING PLANT				
ITEM NO.	PRODUCT	LOT NO.	PRICE / TON	MIXED GALLON
B-1.1	D75-R / Bulk	3616870 H	\$1,104.98	.619
B-1.2	D75-R / Bin	3616870 H	\$1,078.03	.604
B-1.3	D75-R / Bulk Bag	3616870 H	\$1,015.14	.568
B-1.4	D75-F / Bulk	3616870 F	\$1,203.80	.674
B-1.5	D75-F / Bin	3616870 F	\$1,176.85	.659
B-1.6	D75-F / Bulk Bag	3616870 F	\$1,113.96	.624
B-1.7	HV-R / Bulk (3.1:1)	4427703-A	\$ 441.28	.513
B-1.8	HV-F / Bulk (3.6:1)	4427742-B	\$ 571.01	.664
B-1.9	MV-R / Bulk	4427743-B	\$ 486.22	.565
B-1.10	MV-F / Bulk	4427705-B	\$ 562.35	.654
B-1.11	L-VR / Bulk	4427744 B	\$ 484.49	.563
B-1.12	HV-R / Bulk	4427742 A	\$ 487.95	.567
B-2.1	G75-W /Bin	5594004 E	\$1,208.62	.634
B-2.2	G75-W / Pail	5594004 E	\$1,592.31	.835
B-2.3	G75-F / Bin	2468743 E	\$1,227.80	.644
B-2.4	G75-F /Pail	2468743 E	\$1,611.49	.845
B-2.5	259-F / Bulk	1389666 C	\$1,682.80	.900
B-2.6	259-F / Bin	1389666 C	\$1,767.40	.946
B-2.7	259-F / Bulk	1389666 C	\$1,805.01	.966
B-2.8	G75-W / Bulk Bag	5594004 E	\$1,093.51	.573
B-2.9	G75-F / Bulk Bag	2468743 E	\$1,141.48	.599
B-2.10	G75-F / Bulk	2468743 E	\$1,266.17	.664
B-2.11	259-R / Bin	1004461 A	\$1,673.39	.895
B-2.12	259-R / Bulk Bag	1004461 A	\$1,598.18	.855
B-2.13	259-R / Bulk	1004461 A	\$1,710.99	.915
B-2.14	259-R / Pail	1004461 A	\$2,049.43	1.097
B-2.15	259-F / Pail	1389666 C	\$2,143.44	1.147
B-3.1	D75-F / Pail	3616870 F	\$1,545.18	.865
B-3.2	D75-R / Pail	3616870 H	\$1,434.37	.805

AIRTANKER BASE AWARDS - FOB DESTINATION					
ASTARIS, L.L.C. CONTRACT NO.: 54-024B-1-2170					
(Normal Delivery - See Contract Clause F.4)					
ITEM NO.		AGENCY/ REGION	PRODUCT/ PACKAGE	PRICE / TON	PRICE / GALLON
3		FS / R1	D75-R/Bulk Bag	\$1,085.88	.608
5		FS / R1	D75-R/Bulk Bag	\$1,072.18	.600
8		FS / R2	HV-R/Bulk	\$618.77	.719
9		FS / R3	D75-R/Bin	\$1,137.55	.637
11		FS / R3	D75-R/Bin	\$1,116.30	.625
15		FS / R5	D75-R/Bin	\$1,104.28	.618
16		CDF / R5	D75-F/Bulk	\$1,227.29	.687
17		FS / R5	D75-F/Bulk	\$1,224.35	.686
19		FS / R5	D75-R/Bin	\$1,119.29	.627
20		CDF / R5	D75-F/Bulk	\$1,226.77	.687
21		CDF/FS / R5	D75-R/Bulk	\$1,129.48	.632
22		CDF / R5	D75-F/Bin	\$1,370.86	.768
23		CDF / R5	D75-F/Bulk	\$1,324.96	.742
25		FS / R6	HV-R/Bulk	\$ 495.61	.639
27		FS / R6	HV-R/Bulk	\$ 483.00	.623
28		FS / R6	D75-R/Bin	\$1,186.05	.664
33		FS / R8	D75-R/Bin	\$1,181.48	.662
34		FS / R8	D75-R/Bin	\$1,149.23	.643
35		FS / R8	D75-R/Bin	\$1,181.30	.661

**ENCLOSURE 2**  
**2003 BULK CONTRACT PRICES**  
**FIRE-TROL HOLDINGS, L.L.C. – CONTRACT NO.: 54-024B-1-2169**

<b>FOB ORIGIN – Price of Product at the Manufacturing Plant</b>				
<b>ITEM NO.</b>	<b>PRODUCT/PACKAGE</b>	<b>LOT NO.</b>	<b>PRICE / TON</b>	<b>MIXED GALLON</b>
B-1.1	GTS-R / Bulk Bag	60-64	\$ 799.77	.604
B-1.2	LCA-R / Bulk	91-FT-54	\$ 645.37	.664
B-1.3	LCG-R / Bulk	91-FT-55	\$ 612.84	.664
B-1.4	300-F / Bulk Bag	5043	\$ 842.53	.674
B-1.5	LCA-F / Bulk	91-FT-113	\$ 706.40	.714
B-1.6	LCG-F / Bulk	91-FT-115	\$ 666.40	.714
B-2.1	FTR / Bulk	55-110	\$ 638.73	.664
B-3.1	300-F Pail	5043	\$1,169.48	.936
B-3.2	GTS-R / Pail	60-64	\$1,133.01	.855

<b>AIRTANKER BASE AWARDS - FOB DESTINATION</b>					
<b>FIRE-TROL HOLDINGS, L.L.C. – CONTRACT NO: 54-024B-1-2169</b>					
(Normal Delivery - See Contract Clause F.4)					
<b>ITEM NO.</b>		<b>AGENCY REGION</b>	<b>PRODUCT/PACKAGE</b>	<b>PRICE / TON</b>	<b>PRICE / GALLON</b>
01		FS / R1	LCG-R/Bulk	\$ 559.55	.606
02		FS / R1	GTS-R/Bulk Bag	\$ 792.77	.598
04		FS / R1	GTS-R/Bulk Bag	\$ 778.18	.587
06		FS / R2	LCA-R/Bulk	\$ 712.57	.733
07		FS / R2	LCA-R/Bulk	\$ 714.78	.735
10		BLM / R3	LCA-R/Bulk	\$ 722.43	.743
12		BIA / R3	LCA-R/Bulk	\$ 675.35	.695
13		FS / R4	LCG-R/Bulk	\$ 579.57	.628
18		CDF / R5	300-F/Bulk Bag	\$ 855.80	.685
24		CDF / R5	300-F/Bulk Bag	\$ 938.94	.751
26		FS / R6	LCA-R/Bulk	\$ 620.33	.638
30		FS / R6	LCG-R/Bulk	\$ 595.86	.646
31		FS / R6	LCG-R/Bulk	\$ 647.72	.702
32		FS / R6	LCG-R/Bulk	\$ 581.27	.630
36		BLM / R10	LCG-R/Bulk	\$ 868.82	.941

**ORDERING ADDRESS AND PHONE NUMBERS**

<b><u>Contract #54-024B-1-2169</u></b> <b><u>FIRE TROL HOLDINGS, L.L.C.</u></b> 2620 N. 37 <sup>th</sup> Drive Phoenix, AZ 85009 Phone: 602/262-5401 FAX 602/269-9499		
Plant	Order From	Payment
Plants at Orland, CA 1227 E South St. Orland, CA 95963 Phone: 530/865-4932 FAX: 530/865-5479  Pasco, WA, and 251 Dietrich Rd. (Commercial) Pasco, WA 99302 Phone: 800/999-8693 FAX: 509/547-6295  Buckeye (Phoenix), AZ 720 N 4 <sup>th</sup> St. Buckeye, AZ 8326 Phone: 800/765-2855 FAX: 623/386-7466	Whoever Answers the Phone Fire Trol Holdings, L.L.C. P.O. Box 277 Orland, CA 95963 Phone: 530/865-4932 Fax: 530/865-5479	Fire Trol Holdings L.L.C. P.O. Box 910346 Pasadena, CA 91110-0346

<b><u>Contract #54-024B-1-2170</u></b> <b><u>ASTARIS, L.L.C.</u></b> 810 East Main Street Ontario, CA 91761 Phone: 909/983-0772 FAX: 909/984-4770	
Plant	Order From
Plant at Ontario, CA 810 E Main Street Ontario, CA 91761 Phone: 909/983-0772 FAX: 909/984-4770	Whoever Answers the Phone Astaris, L.L.C. 810 East Main Street Ontario, CA 91761 Phone: 909/983-0772 Fax: 909/984-4770 8:00 - 5:00/Monday - Friday 909/946-7371 (24 Hr. Emergency)

Offers may be issued orally or by written telecommunication. A purchase/delivery order number should be provided to the contractor at the time the order is placed.

Faxed orders should be followed up verbally.

All oral and written telecommunications should be followed-up with a confirming delivery order within 24 hours.

**CONTRACT ADMINISTRATION and the LA/QA PROGRAM**

A Fire Retardant Lot Acceptance and Quality Assurance Program has been developed and is applicable to the contract. This program is to assure that contract products have been tested and approved for use, and when furnished, meet such testing and approval criteria.

Retardant users should draw samples and forward them for testing. A brochure entitled "Lot Acceptance, Quality Assurance, and Field Quality Control For Fire Retardant Chemicals" which describes the sampling procedures is available from:

National Interagency Fire Center  
Attn: Supply  
3833 S. Development Avenue  
Boise, ID 83705-5354

NFES #1245

All samples should be sent to WFCS:

Wildland Fire Chemical Systems (WFCS)  
Missoula Technology & Development Center  
Bldg. 1, Ft. Missoula  
Missoula, MT 59804-7294

or

For UPS shipments mail to:

Wildland Fire Chemical Systems (WFCS)  
5785 Highway 10 West  
Missoula, MT 59808

Samples are invaluable in monitoring the quality as well as production of retardants furnished under the contract. They are of particular importance when high levels of demand dictate peak production schedules at the place of manufacture.

SEE ENCLOSED SUMMARY NOTES ON THE LA/QA PROGRAM

## **Lot Acceptance/Quality Assurance Program**

LA/QA stands for Lot Acceptance and Quality Assurance. This program is the Forest Service's means of spot checking the various retardants used by different bases and assuring that a high standard of quality is maintained by the retardant manufacturing companies and the agency tanker bases. There is a contractual requirement in the National Retardant Contract (bulk supply) and in the Regional Full Service Retardant Contracts to be involved in the program and to submit samples of all retardant received as a part of the inspection process.

Each participating base can send us any number of samples in a given season, depending on the severity and amounts received at the base. We receive 4 categories of retardant samples.

1. Overwinter (A.K.A. Base Opening), which is the first sample taken from each tank after thorough recirculation at the beginning of the season.
2. Truckload, which is a sample of concentrate or mixed retardant from powder from each new truckload of retardant that arrives at the base over the course of the season.
3. End of Season, which is a final sample taken from each tank before the base is shut down for the season.
4. A troubleshooting sample is a sample taken when a base has a problem with the retardant.

Sometimes the retardant does not look or feel quite right, or it won't test out regardless of attempts at adjustment. Frequently these have high viscosity and low salt content or the reverse. This rules out a simple mixing problem. We then go back to the supplier to examine the manufacturing process. Fortunately there are few of these, but they are the real reason for maintaining the program.

Upon receiving the samples, our lab does some basic quality control tests, such as checking the viscosity, the salt content (refractometer reading), density and pH. Our goal is to get these results back to the bases within 24 hours of receiving the samples.

All samples are retained for the current and one previous fire season. During that time samples may be subjected to additional tests to assure that stability and corrosion characteristics are acceptable. From time to time bases are requested to send a larger quantity sample to facilitate this additional testing.

Because the lot acceptance program is viewed as cooperative rather than adversarial, when we find a problem with one of the samples, we'll call the base personnel and verify

that there is a problem with one of the samples, and then give some suggestions on what can be done to remedy. Where appropriate, the supplier is also involved in developing a solution.

In addition to the samples already described, sufficient samples need to be taken and tested at reasonable intervals to assure that equipment is calibrated and that the retardant produced is of the proper quality. The basic tests are the same as those performed for the LA/QA program, but are done at the base by tanker personnel. Agency personnel need to be involved in the process although contractor's representative may be designated to perform the tests routinely. These samples and tests are designated as base quality control, and include the following:

1. Salt content (by refractometer reading or by hydrometer) of each aircraft load
2. Viscosity of every 5-10 aircraft loads, to be analyzed by the end of each day
3. Salt content and viscosity of mixed retardant in storage every seven days

The results of all testing on any base samples should be recorded and retained by the agency for internal use as they can be useful in tracking the source of a problem should one occur. Do not send these samples or the test results to WFCS unless there is a problem that you would like us to help with.

If you have any questions, please let us know. We appreciate your input, questions, concerns, etc..

Shirley Zylstra  
406-329-4859  
FAX 406-329-4763  
szylstra@fs.fed.us

File Code: 6320

Date: June 15, 2001

Subject: Designation of Administrative Contracting Officer for Region 1:  
FULL SERVICE RETARDANT  
FireTrol Holdings, LLC – 53-024B-1-2172  
Hunot Retardant Company – 53-024B-1-2171

BULK RETARDANT  
FireTrol Holdings, LLC - 54-024B-1-2169  
Astaris, LLC - 54-024B-1-2170

To: Kathy Benson

This is your designation to administer the above contracts.

You are authorized to:

1. Secure compliance with all contract provisions and specifications. Issue written Work Orders or Notices of Non-Compliance as needed.
2. Designate in writing the CORs and inspectors to assist you.
3. Re-delegate to your assistants any or all of your authorities except 4, 5, and 8.
4. Make final decisions on claims up to \$5,000.
5. For changes beyond those authorized by number 4 above, secure advance approval of the Contracting Officer to negotiate the proposed change with the Contractor. Initiate the needed Change Order or agreements. Final written approval of the Contracting Officer is required.
6. Approve payment, collect, and submit Cumulative Use/Payment Summaries at the end of every fiscal quarter.
7. Conduct investigation and prepare statements of findings when requested by the Contracting Officer.
8. Initiate and sign correspondence and other contract administrative documents over the title of "ACO."
9. Conduct Pre-Work Meeting and Safety Briefings as required.
10. Submit a contractor Performance Report at the end of each annual performance period.

*/s/FRANK GOMEZ*

FRANK GOMEZ  
Contracting Officer

cc. FireTrol Holdings, LLC  
Astaris, LLC  
Hunot Retardant Company

File Code: 6320

Date: Sept 12, 2001

Subject: Designation of Administrative Contracting Officer for Region 2:  
BULK RETARDANT  
Astaris, LLC - 54-024B-1-2170  
Item #8 Rapid City, SD

To: Steve Schmidt

This is your designation to administer the above contracts.

You are authorized to:

1. Secure compliance with all contract provisions and specifications. Issue written Work Orders or Notices of Non-Compliance as needed.
2. Designate in writing the CORs and inspectors to assist you.
3. Re-delegate to your assistants any or all of your authorities except 4, 5, and 8.
4. Make final decisions on claims up to \$5,000.
5. For changes beyond those authorized by number 4 above, secure advance approval of the Contracting Officer to negotiate the proposed change with the Contractor. Initiate the needed Change Order or agreements. Final written approval of the Contracting Officer is required.
6. Approve payment, collect, and submit Cumulative Use/Payment Summaries at the end of every fiscal quarter.
7. Conduct investigation and prepare statements of findings when requested by the Contracting Officer.
8. Initiate and sign correspondence and other contract administrative documents over the title of "ACO."
9. Conduct Pre-Work Meeting and Safety Briefings as required.
10. Submit a contractor Performance Report at the end of each annual performance period.

*/s/FRANK GOMEZ*  
FRANK GOMEZ  
Contracting Officer

cc: Astaris, LLC

File Code: 6320

Date: June 15, 2001

Subject: Designation of Administrative Contracting Officer for Region 3:

FULL SERVICE RETARDANT

FireTrol Holdings, LLC – 53-024B-1-2172

Hunot Retardant Company – 53-024B-1-2171

BULK RETARDANT

FireTrol Holdings, LLC - 54-024B-1-2169

Astaris, LLC - 54-024B-1-2170

To: Peggy Toya

This is your designation to administer the above contracts.

You are authorized to:

1. Secure compliance with all contract provisions and specifications. Issue written Work Orders or Notices of Non-Compliance as needed.
2. Designate in writing the CORs and inspectors to assist you.
3. Re-delegate to your assistants any or all of your authorities except 4, 5, and 8.
4. Make final decisions on claims up to \$5,000.
5. For changes beyond those authorized by number 4 above, secure advance approval of the Contracting Officer to negotiate the proposed change with the Contractor. Initiate the needed Change Order or agreements. Final written approval of the Contracting Officer is required.
6. Approve payment, collect, and submit Cumulative Use/Payment Summaries at the end of every fiscal quarter.
7. Conduct investigation and prepare statements of findings when requested by the Contracting Officer.
8. Initiate and sign correspondence and other contract administrative documents over the title of "ACO."
9. Conduct Pre-Work Meeting and Safety Briefings as required.
10. Submit a contractor Performance Report at the end of each annual performance period.

*/s/FRANK GOMEZ*

FRANK GOMEZ

Contracting Officer

cc: FireTrol Holdings, LLC  
Astaris, LLC  
Hunot Retardant Company

File Code: 6320

Date: June 15, 2001

Subject: Designation of Administrative Contracting Officer for Region 5:  
FULL SERVICE RETARDANT  
FireTrol Holdings, LLC – 53-024B-1-2172  
Hunot Retardant Company – 53-024B-1-2171

BULK RETARDANT  
FireTrol Holdings, LLC - 54-024B-1-2169  
Astaris, LLC - 54-024B-1-2170

To: Robert Williams

This is your designation to administer the above contracts.

You are authorized to:

1. Secure compliance with all contract provisions and specifications. Issue written Work Orders or Notices of Non-Compliance as needed.
2. Designate in writing the CORs and inspectors to assist you.
3. Re-delegate to your assistants any or all of your authorities except 4, 5, and 8.
4. Make final decisions on claims up to \$5,000.
5. For changes beyond those authorized by number 4 above, secure advance approval of the Contracting Officer to negotiate the proposed change with the Contractor. Initiate the needed Change Order or agreements. Final written approval of the Contracting Officer is required.
6. Approve payment, collect, and submit Cumulative Use/Payment Summaries at the end of every fiscal quarter.
7. Conduct investigation and prepare statements of findings when requested by the Contracting Officer.
8. Initiate and sign correspondence and other contract administrative documents over the title of "ACO."
9. Conduct Pre-Work Meeting and Safety Briefings as required.
10. Submit a contractor Performance Report at the end of each annual performance period.

*/s/FRANK GOMEZ*  
FRANK GOMEZ  
Contracting Officer

cc: FireTrol Holdings, LLC  
Astaris, LLC  
Hunot Retardant Company

File Code: 6320

Date: June 15, 2001

Subject: Designation of Administrative Contracting Officer for Region 6:  
BULK RETARDANT  
FireTrol Holdings, LLC - 54-024B-1-2169  
Astaris, LLC - 54-024B-1-2170

To: Monty Bell

This is your designation to administer the above contracts.

You are authorized to:

1. Secure compliance with all contract provisions and specifications. Issue written Work Orders or Notices of Non-Compliance as needed.
2. Designate in writing the CORs and inspectors to assist you.
3. Re-delegate to your assistants any or all of your authorities except 4, 5, and 8.
4. Make final decisions on claims up to \$5,000.
5. For changes beyond those authorized by number 4 above, secure advance approval of the Contracting Officer to negotiate the proposed change with the Contractor. Initiate the needed Change Order or agreements. Final written approval of the Contracting Officer is required.
6. Approve payment, collect, and submit Cumulative Use/Payment Summaries at the end of every fiscal quarter.
7. Conduct investigation and prepare statements of findings when requested by the Contracting Officer.
8. Initiate and sign correspondence and other contract administrative documents over the title of "ACO."
9. Conduct Pre-Work Meeting and Safety Briefings as required.
10. Submit a contractor Performance Report at the end of each annual performance period.

*/s/FRANK GOMEZ*

FRANK GOMEZ  
Contracting Officer

cc: FireTrol Holdings, LLC  
Astaris, LLC

File Code: 6320

Date: Sept 12, 2001

Subject: Designation of Administrative Contracting Officer for Region 8:  
BULK RETARDANT  
Astaris, LLC - 54-024B-1-2170  
Item #33 Ashville, NC  
Item #34 Fort Smith, AR  
Item #35 Knoxville, TN

To: Kay Mathews

This is your designation to administer the above contracts.

You are authorized to:

1. Secure compliance with all contract provisions and specifications. Issue written Work Orders or Notices of Non-Compliance as needed.
2. Designate in writing the CORs and inspectors to assist you.
3. Re-delegate to your assistants any or all of your authorities except 4, 5, and 8.
4. Make final decisions on claims up to \$5,000.
5. For changes beyond those authorized by number 4 above, secure advance approval of the Contracting Officer to negotiate the proposed change with the Contractor. Initiate the needed Change Order or agreements. Final written approval of the Contracting Officer is required.
6. Approve payment, collect, and submit Cumulative Use/Payment Summaries at the end of every fiscal quarter.
7. Conduct investigation and prepare statements of findings when requested by the Contracting Officer.
8. Initiate and sign correspondence and other contract administrative documents over the title of "ACO."
9. Conduct Pre-Work Meeting and Safety Briefings as required.
10. Submit a contractor Performance Report at the end of each annual performance period.

*/s/FRANK GOMEZ*  
FRANK GOMEZ  
Contracting Officer

cc: Astaris, LLC

File Code: 6320

Date: February 07, 2001

Subject: Contract No. 54-024B-1-2170

To: Ralph Taylor

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	CONTRACT NO. 54-024B-1-2170	FILE CODE 6320
	UNIT: NIFC	
TO: Ralph Taylor, COTR USDA, FOREST SERVICE TECHNICAL & DEVELOPMENT CENTER 444 E. BONITA AVE. SAN DIMAS, CA 91773-3198  Phone: 909/599-1267 Fax: 909/592-2309	PROJECT: Long Term Fire Retardant, BULK	
	Desiganted Bases: 3, 5, 9, 11, 15-17, 19-23, 28, 33-35 (FS/CDF Bases)	
	CONTRACTOR: Astaris, L.L.C 622 Emerson Road St. Louis, MO 63141 Phone: 314/983-7534 FAX: 314/983-7636	

This is your designation of authority to serve as the Contracting Officer's Technical Representative for the above referenced contracts. Your responsibility is to administer the technical provisions of the Contracts.

You are authorized to:

1. Conduct the inspections that you feel are necessary to fulfill your responsibility.
2. Issue written work Orders/Notices of Non-compliance as needed.
3. Reject supplies that do not conform to the requirements of the contract.
4. Maintain a record of the actions you take in administering the contracts.
5. Initiate and sign correspondence and other contract administration documents over the title "Contracting Officer's Technical Representative".

Frank Gomez  
Contracting Officer

cc:		
CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
FRANK GOMEZ	/S/ FRANK GOMEZ	02/07/01
CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.		

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO. 54-024B-1-2169	FILE CODE 6320
	UNIT: NIFC	
TO: Sean Cross, COR USDI, BLM 3833 S. Development Ave. Jack Wilson Building Boise, ID 83705  Phone: 208/387-5459 Fax: 208/387-5199	PROJECT: Item No. Long Term Fire Retardant, BULK Designated Bases-10,12, 36, 38 (BLM Bases)	
	CONTRACTOR: Fire-Trol Holdings, L.L.C. 2620 North 37 <sup>th</sup> Drive Phoenix, AZ 85009	

This is your designation as Contracting Officer's Representative, to administer the above contract. Your major duties and responsibilities are contained in the Handbook of Contract Administration. You are delegated full authority under the contract *except* for the following actions which are reserved for the Contracting Officer:

1. Issue a Notice to Proceed to the Contractor.
2. Approve Change Orders and Amendments.
3. Take action to terminate the contract for default or Government convenience.
4. Make contract adjustments under the Differing Site Conditions clause.
5. Grant extensions of contract time.
6. Approve Assignment of Claims.
7. Make final decisions under the Disputes clause.
8. Make final acceptance under the contract.
9. Make final decisions under the Suspension of Work clause.
10. Make equitable adjustments.
11. Authorize change in amount of Payment Retention.
12. Approve subcontractors.
13. Approve payments.
14. Approve use and possession prior to completion.
15. Enforce the warranty provisions.

CONTRACTING OFFICER'S NAME (Print or Type) FRANK GOMEZ	SIGNATURE /s/FRANK GOMEZ	DATE 02/07/01
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

File Code: 6320

Date: February 07, 2001

Subject: Contract No. 54-024B-1-2169

To: Ralph Taylor

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	CONTRACT NO. 54-024B-1-2169	FILE CODE 6320
	UNIT: NIFC	
TO: Ralph Taylor, COTR USDA, FOREST SERVICE TECHNICAL & DEVELOPMENT CENTER 444 E. BONITA AVE. SAN DIMAS, CA 91773-3198  Phone: 909/599-1267 Fax: 909/592-2309	PROJECT: Long Term Fire Retardant, BULK	
	Desiganted Bases: 1, 2, 4, 6-8, 13, 18, 24-27, 29-32 (FS/CDF Bases)	
	CONTRACTOR: Fire-Trol Holdings, LLC 2620 N 37 <sup>th</sup> Drive Phoenix, AZ 85009  Phone: 602/262-5401 FAX: 602/269-9499	

This is your designation of authority to serve as the Contracting Officer's Technical Representative for the above referenced contracts. Your responsibility is to administer the technical provisions of the Contracts.

You are authorized to:

1. Conduct the inspections that you feel are necessary to fulfill your responsibility.
2. Issue written work Orders/Notices of Non-compliance as needed.
3. Reject supplies that do not conform to the requirements of the contract.
4. Maintain a record of the actions you take in administering the contracts.
5. Initiate and sign correspondenc e and other contract administration documents over the title "Contracting Officer's Technical Representative".

Frank Gomez  
Contracting Officer

cc:

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
FRANK GOMEZ	/S/ FRANK GOMEZ	02/07/01

CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<b>File Code:</b>	6320	<b>Date:</b>	April 10, 2001
<b>Subject:</b>	COTR Designation for Fire Operations		
<b>To:</b>	Dale Dague		

<b>DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</b>	<b>CONTRACT NO.</b> 53-024B-1-2172 (Full Service) 54-024B-1-2169 (Bulk)	<b>FILE CODE</b>  6320
	<b>UNIT: NIFC</b>	
<b>TO: Dale Dague, COTR</b> USDA Forest Service San Dimas Technology and Development Center 444 E. Bonita Ave. San Dimas, CA 91773  Phone: 909/599-1267 x266 Fax: 909/592-2309	<b>PROJECT:</b> Full Service Fire Retardant Bulk Fire Retardant	
	<b>CONTRACTOR:</b> Fire-Trol Holdings, LLC 2620 North 37 <sup>th</sup> Drive Phoenix, AZ 85009  Phone: 602/262-5401 FAX: 602/269-9499	

This is your designation of authority to serve as the Contracting Officer's Technical Representative for the above referenced contracts. Your responsibility is to administer the technical provisions of the Contracts.

You are authorized to:

1. Conduct the inspections that you feel are necessary to fulfill your responsibility.
2. Issue written work Orders/Notices of Non-compliance as needed.
3. Reject supplies that do not conform to the requirements of the contract.
4. Maintain a record of the actions you take in administering the contracts.
5. Initiate and sign correspondence and other contract administration documents over the title "Contracting Officer's Technical Representative".

Frank Gomez  
Contracting Officer

cc: Fire-Trol Holdings, LLC

<b>CONTRACTING OFFICER'S NAME (Print or Type)</b> <b>Frank Gomez, Contracting Officer</b>	<b>SIGNATURE</b> /s/ FRANK GOMEZ	<b>DATE</b> 04/19/01
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<b>File Code:</b> 6320	<b>Date:</b> April 10, 2001	
<b>Subject:</b> COTR Designation for Base Operations		
<b>To:</b> Robert Will, COTR		
<b>DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</b>	<b>CONTRACT NO.</b> 53-024B-1-2172 (Full Service) 54-024B-1-2169 (Bulk)	<b>FILE CODE</b>  6320
	<b>UNIT: NIFC</b>	
<b>TO: Robert Will, COTR</b> USDA Forest Service San Bernardino Airtanker Base 2065 E. Perimeter Road San Bernardino, CA 92408	<b>PROJECT:</b> Full Service Fire Retardant Bulk Fire Retardant	
<b>Phone: 909/382-4974</b> <b>Fax: 909/382-7993</b>	<b>CONTRACTOR:</b> Fire-Trol Holdings, LLC 2620 North 37 <sup>th</sup> Drive Phoenix, AZ 85009  <b>Phone: 602/262-5401</b> <b>FAX: 602/269-9499</b>	

This is your designation of authority to serve as the Contracting Officer's Technical Representative for the above referenced contracts. Your responsibility is to administer the technical provisions of the Contracts.

You are authorized to:

1. Conduct the inspections that you feel are necessary to fulfill your responsibility.
2. Issue written work Orders/Notices of Non-compliance as needed.
3. Reject supplies that do not conform to the requirements of the contract.
4. Maintain a record of the actions you take in administering the contracts.
5. Initiate and sign correspondence and other contract administration documents over the title "Contracting Officer's Technical Representative".

Frank Gomez  
Contracting Officer

cc: Fire-Trol Holdings, LLC

<b>CONTRACTING OFFICER'S NAME (Print or Type)</b> <b>Frank Gomez, Contracting Officer</b>	<b>SIGNATURE</b> /s/ FRANK GOMEZ	<b>DATE</b> 04/19/01
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<b>File Code:</b>	6320	<b>Date:</b>	April 10, 2001
<b>Subject:</b>	COTR Designation for Fire Operations Contract No. 53-024B-1-2170, Astaris, LLC (Bulk Fire Retardant)		
<b>To:</b>	<b>Dale Dague, COTR</b>		

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	<b>CONTRACT NO.</b> 53-024B-1-2170(Bulk)	<b>FILE CODE</b>  6320
	<b>UNIT: NIFC</b>	
<b>TO: Dale Dague, COTR</b> USDA Forest Service San Dimas Technology and Development Center 444 E. Bonita Ave. San Dimas, CA 91773  Phone: 909/599-1267 x266 Fax: 909/592-2309	<b>PROJECT:</b> Bulk Fire Retardant   <b>CONTRACTOR:</b> Astaris, LLC 622 Emerson Road St. Louis, MO 63141  Phone: 314/983-7534 FAX: 314/983-7636	

This is your designation of authority to serve as the Contracting Officer's Technical Representative for the above referenced contracts. Your responsibility is to administer the technical provisions of the Contracts.

You are authorized to:

1. Conduct the inspections that you feel are necessary to fulfill your responsibility.
2. Issue written work Orders/Notices of Non-compliance as needed.
3. Reject supplies that do not conform to the requirements of the contract.
4. Maintain a record of the actions you take in administering the contracts.
5. Initiate and sign correspondence and other contract administration documents over the title "Contracting Officer's Technical Representative".

Frank Gomez  
Contracting Officer

cc: Astaris, LLC

<b>CONTRACTING OFFICER'S NAME (Print or Type)</b> <b>Frank Gomez, Contracting Officer</b>	<b>SIGNATURE</b> /s/ FRANK GOMEZ	<b>DATE</b> 04/19/01
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<b>File Code:</b>	6320	<b>Date:</b>	April 10, 2001
<b>Subject:</b>	COTR Designation for Base Operations Contract No. 53-024B-1-2170, Astaris, LLC (Bulk Fire Retardant)		
<b>To:</b>	Robert Will, COTR		

<b>DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</b>	<b>CONTRACT NO.</b> 53-024B-1-2170(Bulk)	<b>FILE CODE</b>  6320
	<b>UNIT: NIFC</b>	
<b>TO: Robert Will, COTR</b> USDA Forest Service San Bernardino Airtanker Base 2065 E. Perimeter Road San Bernardino, CA 92408  Phone: 909/382-4974 Fax: 909/382-7993	<b>PROJECT:</b> Bulk Fire Retardant  <b>CONTRACTOR:</b> Astaris, LLC 622 Emerson Road St. Louis, MO 63141  Phone: 314/983-7534 FAX: 314/983-7636	

This is your designation of authority to serve as the Contracting Officer's Technical Representative for the above referenced contracts. Your responsibility is to administer the technical provisions of the Contracts.

You are authorized to:

1. Conduct the inspections that you feel are necessary to fulfill your responsibility.
2. Issue written work Orders/Notices of Non-compliance as needed.
3. Reject supplies that do not conform to the requirements of the contract.
4. Maintain a record of the actions you take in administering the contracts.
5. Initiate and sign correspondence and other contract administration documents over the title "Contracting Officer's Technical Representative".

Frank Gomez  
Contracting Officer

cc: Astaris, LLC

<b>CONTRACTING OFFICER'S NAME (Print or Type)</b> <b>Frank Gomez, Contracting Officer</b>	<b>SIGNATURE</b> /s/ FRANK GOMEZ	<b>DATE</b> 04/19/01
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

February 2000

## Long-Term Fire Retardant Characteristics and Mix Factors<sup>1</sup>

Retardant	Normal Use <sup>2</sup>	Quantity of powder or concentrate per gallon of water	Increase in volume	Quantity of powder or concentrate per gallon of mixed retardant	Mixed retardant per 100 of powder or concentrate	Specific weight of mixed retardant	Viscosity of mixed retardant	Specific gravity of treated retardant	Refractometer reading of mixed retardant	Salt Content <sup>3</sup> of mixed retardant
		lb (gal)	percent	lb (gal)	gallons	lb/gal	centipoise			percent
<b>Liquid Concentrate, Unthickened</b>										
Fire-Trol LCA-R <sup>4</sup>	A/B	2.42 (.20)	17.6	2.06 (.17)	972	9.12	<50	1.090-1.105	13.0-15.0	7.5 % APP
Fire-Trol LCG-R <sup>5</sup>	A/B	2.57 (.21)	19.3	2.17 (.18)	923	9.13	<50	1.090-1.103	14.0-16.0	7.9 % APP
Fire-Trol 931-R <sup>6</sup>	A/B	2.50 (.21)	20.2	2.08 (.18)	962	9.00	<50	1.075-1.090	11.25-13.75	7.25 % APP
Fire-Trol LCA-F <sup>4</sup>	A/B	2.39 (.20)	18.0	2.02 (.17)	969	9.07	<50	1.090-1.105	13.0-15.0	7.5 % APP
Fire-Trol LCG-F <sup>5</sup>	A/B	2.54 (.21)	19.1	2.14 (.18)	933	9.12	<50	1.090-1.103	14.0-16.0	7.9 % APP
<b>Fluid Concentrate, Gum-thickened</b>										
Phos-Chek HV-R/F <sup>7</sup>	A/B	2.94 (.28)	26.5	2.33 (.22)	860	8.93	1000-1600	1.064-1.076	11.0-13.0	11.3 % AS/MAP
Phos-Chek MV-R <sup>1</sup>	A/B	2.94 (.28)	26.5	2.33 (.22)	860	8.93	450-750	1.090-1.076	11.0-13.0	11.3 % AS/MAP
Phos-Chek LV-R <sup>1</sup>	A/B	2.94 (.28)	26.5	2.33 (.22)	860	8.93	75-225	1.075-1.076	11.0-13.0	11.3 % AS/MAP
<b>Gum-thickened, High Viscosity</b>										
Fire-Trol GTIS-R	A/B	1.66	10.0	1.51	1325	9.07	1200-1800	1.087-1.107	15.0-18.25	14.2 % AS
Phos-Chek D75-R/F	A/B	1.20	6.9	1.12	1786	8.91	1000-1600	1.065-1.078	11.25-13.25	11.3 % AS/MAP
Fire-Trol 300-F	A/B	1.77	11.0	1.60	1250	9.12	1200-1800	1.086-1.106	15.0-18.25	14.2 % AS
<b>Gum-thickened, Low Viscosity</b>										
Phos-Chek 259-F	A/H/B/G	1.14	6.3	1.07	1869	8.90	75-250	1.063-1.074	12.25-14.5	10.9 % DAP
Phos-Chek G75-F/W	B/G	1.12	6.7	1.05	1907	8.85	60-250	1.055-1.067	10.25-12.25	11.2 % AS/MAP

1. Consult your agency manuals and guidelines for specific product availability.
2. A - Fixed-wing aircraft; H - Fixed-wing helicopter; B - Helicopter bucket; G - Ground engine.
3. MAP - Monoammonium phosphate; DAP - Diammonium phosphate; AS - Ammonium sulfate; APP - Ammonium polyphosphate.
4. The specific weight of concentrate is 12.10 lb/gal for LCA-R and 11.94 lb/gal for LCA-F. Mix ratio is 5:1.
5. The specific weight of concentrate is 12.25 lb/gal for LCG-R and 12.10 lb/gal for LCG-F. Mix ratio is 4.75:1.
6. The specific weight of concentrate is 11.88 lb/gal. Mix ratio is 4.75:1.
7. The specific weight of concentrate is 10.58 lb/gal for HV-R, HV-F, MV-R, and LV-R. Mix ratio is 3.6:1.



USDA Forest Service

Washington Office

Fire & Aviation Management

12/16/99 amended 10/26/2000

**EXHIBIT J.4 Fire Chemicals**  
(Qualified or Approved and commercially available)

Chemical	Viscosity <sup>1</sup>	Mix Ratio	Status	Qualified/Approved Applications <sup>2</sup>			
				Fixed-Wing Airtanker	Fixed-Tank Helicopter	Helicopter Bucket	Ground Engine
<b>LONG-TERM FIRE RETARDANTS (Qualified under Forest Service Specification 5100-304b)</b>							
<b>Dry Concentrate</b>							
<b>Gum-thickened; Permanent or Temporary Base</b>							
Fire-Trol GTS-R	1000+	1.66 lb/gal	Qualified	?		?	
Phos-Chek D75-R	1000+	1.20 lb/gal	Qualified	?		?	
Phos-Chek D75-F	1000+	1.20 lb/gal	Qualified	?		?	
Fire-Trol 300-F	1000+	1.77 lb/gal	Qualified	?		?	
<b>Gum-thickened; Temporary Base</b>							
Phos-Chek 259-R	50-150	1.14 lb/gal	Qualified	?	?	?	?
Phos-Chek 259-F	50-150	1.14 lb/gal	Qualified	?	?	?	?
Phos-Chek G75-W	50-150	1.12 lb/gal	Qualified			?	?
Phos-Chek G75-F	50-150	1.12 lb/gal	Qualified	?		?	?
<b>Unthickened - None available</b>							
<b>Wet Concentrate</b>							
<u>Gum-thickened; Permanent or Temporary Base</u>							
Phos-Chek HV-F	1000+	3.6:1	Qualified	?		?	
Phos-Chek HV-R	1000+	3.6:1	Conditional <sup>3</sup>	○		○	
Phos-Chek HV-R	1000+	3.1:1	Qualified	?		?	
Phos-Chek MV-R	450-750	3.6:1	Conditional <sup>3</sup>	○		○	
Phos-Chek MV-F	450-750	3.7:1	Conditional <sup>3</sup>	○		○	
Phos-Chek LV-R	75-225	3.6:1	Conditional <sup>3</sup>	○		○	
<u>Unthickened; Permanent or Temporary Base</u>							
Fire-Trol LCA-R	10-25	5:1	Qualified	?		?	
Fire-Trol LCG-R	10-25	4.75:1	Qualified	?		?	
Fire-Trol 931-R	10-25	4.75:1	Conditional <sup>4</sup>	○		○	
Fire-Trol FTR	10-25	4.75:1	Conditional <sup>3</sup>	○		○	
Fire-Trol LCA-F	10-25	5:1	Qualified	?		?	
Fire-Trol LCG-F	10-25	4.75:1	Qualified	?		?	

<sup>1</sup> Based on supplier target viscosity, where known

<sup>2</sup> ? Fully Qualified      ○ Conditional Approval

<sup>3</sup> A monitor level field evaluation must be completed to upgrade product status to qualified. The evaluation will be scheduled when a product is selected for use.

<sup>4</sup> A monitor level field evaluation is in progress. Status will change to fully qualified following successful completion of the field test.

## **SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **C-1 SCOPE OF CONTRACT**

- (a) This contract provides for the normal supply requirement of long-term fire retardant by the Department of Agriculture, Department of Interior, **CDF (California Department of Forestry)** and may be used by other agencies with formal agreements with any of the above.
- (b) For each airtanker base location ordering units are obligated, except as may be otherwise provided herein, to purchase such quantities as may be needed from time to time to fill all requirements.
- (c) Except as otherwise provided herein, the Contractor is obligated to deliver hereunder all such quantities as may be ordered from time to time; however, because of the unpredictable nature of fire activity, no guarantee to order retardant is given, but assurance is accorded that such bona fide needs as may arise will be obtained subject to any provisions elsewhere set forth in this contract.
- (d) Contractor furnished equipment shall be sufficient to meet daily peak demand as specified in Section J.
- (e) Only fully qualified products **for Permanent Bases** will be accepted as long-term Retardant **for award purposes in Section B, Part II. Prices may be submitted for conditional approved products in Section B, Part I as referenced. (See latest QPL dated 10/26/00).**
- (f) **Section B Part II Awards will be made by TOTAL BID ITEM for each item. Total Bid Item includes cost of product (including other costs such as equipment costs, overhead, etc.) plus transportation costs.**

### **C-2 QUALIFICATION OF LONG-TERM RETARDANT PRODUCTS**

- (a) The long-term retardant to be furnished shall be qualified and approved in accordance with U.S. Department of Agriculture, Forest Service, Specification for Long Term Retardant, Forest Fire, Aircraft or Ground Application, 5100-304b dated January 2000 and original product submission. See Section J for the list of approved fire chemicals and Section I, Qualification Requirements (FAR 52.209-1).
- (b) The retardant product to be furnished shall be identical to the qualified lot number inserted in the space provided in Part 1- Retardant, FOB Origin in the Schedule of Items. A single lot number shall be inserted for each product.
- (c) When a full operational field evaluation is determined to be necessary prior to approval of a product, the Government may select a base for exclusive use of the product to conduct the evaluation. Full operational field evaluation will generally be required for essentially new products.

### **C-3 SUBSTITUTION OF RETARDANT PRODUCTS**

- (a) Substitution of a retardant product qualified under a different qualification lot number must be approved in writing in advance by the Contracting Officer.
- (b) Similar products which contain minor changes in formulations and may not yet be an approved product may also be requested for substitution.
- (c) Requests for a proposed substitution shall be submitted in writing to the Contracting Officer within seventy two (72) hours after the point in time that the Contractor determines that a substitution will become necessary and before any changeover in the production of the new lot begins.

### **C-4 PRODUCT ENDORSEMENTS**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products.

### **C-5 GOVERNMENT FURNISHED PROPERTY**

- (a) Government furnished property is identified in Section J. Contractors are encouraged to visit the site to verify the accuracy of the information contained in this section.
- (b) Fuel and Oil to be furnished by the Government.

### **C-6 CONTRACTOR-FURNISHED EQUIPMENT**

- (a) The Contractor shall furnish equipment that is not owned by the agency and available at the base to store, mix, load, and handle the retardant product. A contractor-furnished equipment list which will be incorporated into the contract shall be submitted with contractor's Technical Proposal in accordance with Section L. The following equipment may be required: See Section J, Exhibit 1, for list of agency available equipment.
  - (1) Handling Equipment. Forklifts for handling dry products.
  - (2) Mixing Equipment. Eductor or batch mixer; vari-blender or orifice blender; whichever is applicable.

- (3) Storage Tanks. Tanks necessary to store sufficient amounts of water and retardant to meet total daily peak demand at the base as shown in Section J, Exhibit 1. Contractor-furnished off load tanks are not required unless specified in Exhibit 1.
  - (4) Other Equipment. Other equipment, e.g., pumps, etc., required as Contractor-furnished equipment will be specified in Exhibit 1.
  - (5) Some bases require extensive contractor-furnished equipment. A site visit is advisable to establish the contractor-furnished equipment needs. A complete list should be submitted with contractor's technical proposal.
- (b) The Contractor shall install and maintain any contractor-furnished equipment.

#### **C-7 REMOVAL OF CONTRACTOR-FURNISHED EQUIPMENT**

If the option is not exercised or the Contractor is not the successful bidder on the subsequent contract, all Contractor-furnished property must be removed at Contractor's expense within 30 days, ground and weather conditions permitting, unless an alternate time frame is approved in writing by the Government. If alternate time frame for equipment is approved, the Contractor shall be responsible for the liability of Contractor Furnished equipment.

#### **C-8 TECHNICAL ASSISTANCE FOR CHANGE IN PRODUCT**

For any airtanker base that a change in product type occurs **after award of contract and as requested by the Contractor and if approved by the Government e.g.**, change from liquid concentrate to dry powder or change from dry powder to liquid concentrate, the Contractor shall provide technical assistance to base personnel for establishing operations to include training on handling, storing, recirculation, mixing and loading the retardant product. The Contractor shall be responsible for costs associated with product changes, **such as, but not limited to tanks, mixers, forklifts, etc.**

## **SECTION D - PACKAGING AND MARKING**

### **D-1 PACKING FOR DOMESTIC SHIPMENT (AGAR 452.247-72) (FEB 1988)**

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

### **D-2 MARKING**

(1) General Requirements - Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) Improperly Marked Material - When Government inspection and acceptance are made at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor at the actual cost. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

### **D-3 PACKING LIST**

A packing list or other suitable shipping document shall accompany each shipment and shall show the:

- (1) Name and address of consignor,
- (2) The name and address of consignee,
- (3) Government purchase order number,

- (4) Government bill of lading number covering the shipment, if any, and
- (5) Description of the material shipped (Materials Shipping Data Sheet), including shipping lot number and qualification lot number, item number, quantity, number of containers, and package number, if any.

#### **D-4 NOTIFICATION OF SHIPMENT OF CONDITIONALLY APPROVED PRODUCTS**

The Contractor shall notify the Contracting Officer's Representative (COR), or Inspector at the time an order is placed for the initial shipment to any/all locations of a product that has been conditionally approved for use under the contract. The following data should be given in the notification:

- Shipping Date
- Shipping Lot Number
- Qualification Lot Number
- Airtanker Base
- Government Purchase Order Number
- Quantity

#### **D-5 TITLE TO BINS AND BULK BAGS**

The title to bins and bulk bags shall remain with the contractor. The Government will reasonably protect and store containers for pick-up by the contractor. The contractor shall make arrangements to pick-up bins/bags every 30 days.

**PART 1 – THE SCHEDULE****SECTION E – INSPECTION AND ACCEPTANCE****E-1 INSPECTION OF SUPPLIES - FIXED-PRICE (FAR 52.246-02)(AUG 1996)**

- (a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in additional cost, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e)
  - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirements for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either
  - (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or
  - (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i)
  - (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time
    - (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and
    - (ii) when the supplies will be ready for Government inspection.
  - (2) The Government request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor
- (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedules, or
  - (2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

## **E-2 RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16)(APR 1984)**

- (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.
- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- (c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.
- (d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

### **E-3 INSPECTION, ACCEPTANCE, AND PASSAGE OF TITLE**

For payment purposes only, "inspection and acceptance" of supplies delivered will occur at the time of acknowledgement of receipt of the supplies at the point of destination. Passage of title will also occur at this time.

### **E-4 ACCEPTANCE INSPECTION AND TESTS**

Lot acceptance tests will be conducted in accordance with the procedures and requirements established during the qualification test. The acceptance tests will generally be conducted at the delivery sites on each lot delivered (one truckload of bulk or one container) and will consist of visual observations and simple measurements such as refractometer reading and viscosity.

### **E-5 QUALITY ASSURANCE TESTS**

Quality assurance tests will be conducted in accordance with the procedures and requirements established during product qualification. These quality assurance tests will be conducted by the Government or at private laboratories at the discretion of the Government and will consist of quantifying physical and chemical properties by appropriate laboratory analysis.

## SECTION F - DELIVERIES OR PERFORMANCE

### F-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

[www.arnet.gov/far/](http://www.arnet.gov/far/)

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-29	JUN 1988	F.O.B. ORIGIN
52.247-34	NOV 1991	F.O.B. DESTINATION
52.247-59	APR 1984	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS

### F-2 ORDERING

- (a) Orders for the fire retardant listed in Section B may be issued by one of the following:
  - (1) United States Department of Agriculture,
  - (2) California Department of Forestry and Fire Protection**
  - (3) Other agencies with formal agreements with any of the above.
- (b) Orders may be issued orally. All oral orders will be followed-up with a confirming written order. Agencies placing the order should request acknowledgement of receipt of the order by the contractor especially when there is a critical need for the supplies.
- (c) Orders placed in conjunction with equipment rental agreements for portable base operations will be made in accordance with the instructions on the rental agreements.

### F-3 DELIVERY-ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 22 tons, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of 88 tons for dry products or 176 tons for liquid products;
  - (2) Any order for a combination of items in excess of 88 tons for dry products or 176 tons for liquid products.
  - (3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **F-4 REQUIRED DELIVERY TIME**

- (a) Normal Delivery - Deliveries to destination, in Geographic FS Areas 1, 2, 3, 4, 5, & 6 shall be made within 72 hours after receipt of order. Deliveries in FS Regions 8 & 9 shall be 96 hours after receipt of order.
- (c) Alaska Delivery (FS, Region 10) - Fairbanks, Alaska, deliveries shall be made within 30 days. Expedited delivery to Fairbanks will be made within 10 days. Ft Yukon, Alaska, deliveries shall be made within 60 days. Galena, Alaska, deliveries shall be made within 30 days.

#### **F-5 DELIVERY LOCATION**

- (a) The location(s) for delivery will be as designated in Section B, Schedule of Items.
- (b) However, the Government may, during the term of this contract, have a need to require the Contractor to deliver retardant to locations other than those listed in the Schedule of Items. If such a requirement is made, the FOB origin price bid for retardant will apply, but the cost of transportation will be on the basis of actual cost.

**F-6 CERTIFICATION OF TRANSPORTATION CHARGES, FOB ORIGIN**

Certification of transportation charges shall be furnished on the invoice as follows. Certification shall be signed by an authorized agent of the Contractor.

- (1) When transportation is furnished by a contract carrier:

"I certify that the transportation charges stated herein are correct and in conformity with the contract between ourselves and the transportation firm that provides the transportation services."

- (2) When transportation is accomplished using Contractor-owned or leased equipment:

"I certify that the transportation charges stated herein are correct and represent the actual transportation charges or the transportation amount shown in the Schedule, whichever is less (see Section F for exception)."

**F-7 CONTRACT PERIOD AND OPTION TO EXTEND THE TERM OF THE CONTRACT**

The contract period shall extend for one calendar year from date of award. However, at the option of the Government, the contract may be renewed for one year periods, not to exceed two renewal periods, provided the Contracting Officer serves notice of intent to renew at least 60 days prior to contract expiration. The renewal will be with the same terms and conditions except that any renewal is subject to the economic price adjustment clause of this contract.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G-1 PAYMENT FOR LONG-TERM FIRE RETARDANT**

- (a) Payment for long-term fire retardant will be paid at the FOB origin price for Part I as shown in Section B and FOB destination for Part II and as determined in G-2 below for each truckload ordered, delivered, and accepted.
- (1) **FOB ORIGIN** - When products are ordered and delivered in accordance with the normal delivery terms to locations not identified in the Schedule of Items, actual transportation charges in accordance with this Section shall be added to the product price.
- (2) **FOB DESTINATION** - Transportation is included in Total Bid for each item.

### **G-2 COST OF TRANSPORTATION**

Transportation and the cost thereof for product destinations shown in the Schedule of Items Part I and those not shown will be in accordance with Clause FAR 52.247-32, FOB Origin-Freight Prepaid; Transportation and costs thereof for product shown in the Schedule of Items Part II will be in accordance with clause FAR 52.247-34, FOB destinations.

- (a) The Contractor shall prepay all freight charges and include them as a separate line item on invoices for payment of the item furnished.
- (b) When freight charges are reimbursed on an actual-expense basis, (Actual-expense basis for destinations not shown in the Schedule of Items) one of the following modes of transportation will be used:
- (1) Common carrier subject to a governing freight classification or tariff.
- (2) Contract between the Contractor and a transportation firm. The contract is to be a bona-fide "arms length" transaction and a copy of each such contract will be furnished to the Contracting Officer prior to contract performance.

- (3) When Contractor-owned or leased transportation equipment is used, reimbursement will be made for the actual costs of ownership and operation of such equipment or actual lease costs and operation cost of such equipment.
- (c) Fuel Surcharge - The Government will reimburse the Contractor for the actual amount of any fuel surcharge imposed as a part of the total freight charges for each shipment of retardant. The Contractor warrants that the surcharge imposed is not in excess of any fuel surcharge imposed on other firms for whom the transportation firms used provides freight hauling services. The fuel surcharge shall be listed as a separate item on transportation freight bills and invoices for the payment of the item furnished.

When Contractor owned or leased transportation equipment is used, the fuel surcharge will be the actual additional cost of all fuel due to increased prices of fuel above the price used in establishing the transportation rates shown in the Schedule of Items. This amount will be shown as a separate item on invoices for the payment of the item furnished.

**G-3 ECONOMIC PRICE ADJUSTMENT-LONG TERM FIRE RETARDANT BULK CONTRACTS – FOB ORIGIN - SECTION B PART I OF SCHEDULE OF ITEMS**

Contract rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the contract work. The increases or decreases used in establishing the contract rates will be those indicated by the changes in the following price indexes:

Producer Price Index, Finished Goods

Commodity Group 06 - Chemicals and Allied Products

Actual percentage change will be applied to contract unit prices for product.

In the event a substantial revision to the method of calculating an Index is used by the Bureau of Labor Statistics, US Department of Labor, or the Index is discontinued, the Contracting Officer will select a comparable Index for use under the contract. The Index chosen will be either a current Index in use or a comparable Index prepared by the Bureau of Labor Statistics, US Department of Labor, prepared at the request of the Contracting Officer.

The newly adjusted rates will become effective at the time contract renewal is exercised. The basis for establishing the new rates will be the changes in the Index over the calendar year (December-December) immediately prior to the year in which the adjustment occurs.

The rates will be derived by multiplying the actual percentage changes in the two indexes times the rates in effect for the calendar year immediately preceding the calendar year in which the adjustment becomes effective. The results will be added to or subtracted from the contract rates to become the newly adjusted rates. Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract including renewals, shall not exceed 30% of the initial contract rates.

**G-4 ECONOMIC PRICE ADJUSTMENT – LONG TERM FIRE RETARDANT DELIVERY CONTRACTS FOB DESTINATION - SECTION B PART II OF SCHEDULE OF ITEMS**

Contract rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the contract work. The increases or decreases used in establishing the contract rates will be those indicated by the changes in the following price indexes:

- (1) Producer Price Index, Finished Goods  
Commodity Group 06 – Chemicals and Allied Products  
Actual percentage change **will be applied to contract Total Bid price.**

In the event of substantial revision to the method of calculating an index is used by the Bureau of Labor Statistics, US Department of Labor, or the Index is discontinued, the Contracting Officer will select a comparable Index for use under the contract. The Index chosen will be either a current Index in use or a comparable index prepared by the Bureau of Labor Statistics, US Department of Labor, prepared at the request of the Contracting Officer.

The newly adjusted rates will become effective at the time contract renewal is exercised. The basis for establishing the new rates will be the changes in the index over the calendar year (December – December) immediately prior to the year in which the adjustment occurs.

The rates will be derived by multiplying the actual percentage changes in the two indexes times the rates in effect for the calendar year immediately preceding the calendar year in which the adjustment becomes effective. The results will be added to or subtracted from the contract rates to become the newly adjusted rates. Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract including renewals, shall not exceed 30% of the initial contract rates.

The rates to be adjusted are the contract rates for gallons of retardant delivered into the airtanker.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

I-1	(FAR 52.252-2) (JUN 1988)	<u>CLAUSES INCORPORATED BY REFERENCE</u>
I-2	(FAR 52.203-7) (JUL 1995)	<u>ANTI-KICKBACK PROCEDURES</u>
I-3	(FAR 52.203-12)(JUN 1997)	<u>LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</u>
I-4	(FAR 52.209-1) (FEB 1995)	<u>QUALIFICATION REQUIREMENTS</u>
I-5	(FAR 52.211-5) (OCT 1997)	<u>MATERIAL REQUIREMENTS</u>
I-6	(FAR 52.211-7) (MAY 1995)	<u>OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY AND FORMER GOVERNMENT SURPLUS PROPERTY</u>
I-7	(FAR 52.216-21)(OCT 1995)	<u>REQUIREMENTS</u>
I-8	(FAR 52.217-9) (MAR 1989)	<u>OPTION TO EXTEND THE TERM OF THE CONTRACT</u>
I-9	(FAR 52.219-8) (OCT 1999)	<u>UTILIZATION OF SMALL BUSINESS CONCERNS</u>
I-10	(FAR 52-219-9)(AUG 1996)	<u>SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN</u>
I-11	(FAR 52.222-4)(JUL 1995)	<u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION</u>
I-12	(FAR 52.222-20)(DEC 1996)	<u>WALSH-HEALEY PUBLIC CONTRACT'S ACT</u>
I-13	(FAR 52.223-3) (JAN 1997)	<u>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA</u>
I-14	(FAR 52.223-5) (MAR 1997)	<u>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</u>
I-15	(FAR 52.223-6) (JAN 1997)	<u>DRUG-FREE WORKPLACE</u>
I-16	(FAR 52.223-14)(OCT 1995)	<u>TOXIC CHEMICAL RELEASE REPORTING</u>
I-17	(FAR 52.225-3) (JAN 1994)	<u>BUY AMERICAN ACT – SUPPLIES</u>
I-18	FAR 52.229-3) (JAN 1991)	<u>FEDERAL, STATE, AND LOCAL TAXES</u>

I-19	(FAR 52.232-1) (APR 1984)	<u>PAYMENTS</u>
I-20	(FAR 52.232-8) (APR 1989)	<u>DISCOUNTS FOR PROMPT PAYMENT</u>
I-21	(FAR 52.232-11)(APR 1984)	<u>EXTRAS</u>
I-22	(FAR 52.232-23)(JAN 1986)	<u>ASSIGNMENT OF CLAIMS</u>
I-23	(FAR 52.232-25)(JUN 1997)	<u>PROMPT PAYMENT</u>
I-24	(FAR 52.232-33)(AUG 1996)	<u>MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT</u>
I-25		<u>SPECIAL ELECTRONIC FUNDS TRANSFER INSTRUCTIONS</u>
I-26	(FAR 52.232-34) (MAY 1999)	<u>PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION</u>
I-27	(FAR 52.233-1) (DEC 1998)	<u>DISPUTES (ALT 1)</u>
I-28	(FAR 52.233-3) (AUG 1996)	<u>PROTEST AFTER AWARD</u>
I-29	(FAR 52.236-3) (APR 1984)	<u>SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK</u>
I-30	(FAR 52.236-7) (NOV 1991)	<u>PERMITS &amp; RESPONSIBILITIES</u>
I-31	(FAR 52.242-13)(JUL 1995)	<u>BANKRUPTCY</u>
I-32	(FAR 52.243-1) (AUG 1987)	<u>CHANGES - FIXED-PRICE</u>
I-33	(FAR 52.245-4) (APR 1984)	<u>GOVERNMENT-FURNISHED PROPERTY SHORT FORM)</u>
I-34	(FAR 52.246-17)(APR 1984)	<u>WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE</u>
I-35	(FAR 52.246-23)(APR 1984)	<u>LIMITATION OF LIABILITY</u>
I-36	(FAR 52.249-2) (SEP 1996)	<u>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT FIXED- PRICE)(MORE THAN \$100,000 CONTRACTS)</u>
I-37	(FAR 52.249-8) (APR 1984)	<u>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</u>
I-38	(FAR 52.252-6) (APR 1984)	<u>AUTHORIZED DEVIATIONS IN CLAUSES</u>

**I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(JUNE 1988)**

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

(FAR 52.202-1) (OCT 1995)	DEFINITIONS
(FAR 52.203-3) (APR 1984)	GRATUITIES
(FAR 52.203-6) (JUL 1995)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (OCT 1995)
(FAR 52.203-8) (JAN 1997)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
(FAR 52.203-10)(JAN 1997)	PRICE OR FEE ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY
(FAR 52.203-12) (JUN 1997)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(FAR 52.204-4) (JUN 1996)	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
(FAR 52.209-6) (JUL 1995)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(FAR 52.212-4) (MAY 1999)	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(FAR 52.215-2) (JUN 1999)	AUDIT AND RECORDS--NEGOTIATION
(FAR 52.215-8) (OCT 1997)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
(FAR 52.215-14) (OCT 1997)	INTEGRITY OF UNIT PRICES
(FAR 52.222-20) (DEC 1996)	WALSH-HEALEY PUBLIC CONTRACTS ACT
(FAR 52.222-21) (FEB 1999)	PROHIBITION OF SEGREGATED
(FAR 52.222-26) (FEB 1999)	EQUAL OPPORTUNITY
(FAR 52.222-35) (APR 1998)	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(FAR 52.222-36) (JUN 1998)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(FAR 52.222-37) (JAN 1999)	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
(FAR 52.223-6) (JAN 1997)	DRUG-FREE WORKPLACE
(FAR 52.225-13) (JUL 2000)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(FAR 52.227-1) (JUL 1995)	AUTHORIZATION AND CONSENT
(FAR 52.227-2) (AUG 1996)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(FAR 52.229-3) (JAN 1991)	FEDERAL, STATE, AND LOCAL TAXES
(FAR 52.229-5) (APR 1984)	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
(FAR 52.232-17) (JUN 1996)	INTEREST
(FAR 52.232-23) (JAN 1986)	ASSIGNMENT OF CLAIMS

(FAR 52.232-25) (JUN 1997)	PROMPT PAYMENT
(FAR 52.232-29) (OCT 1995)	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS
(FAR 52.232-30) (OCT 1995)	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS
(FAR 52.233-1) (DEC 1998)	DISPUTES
(FAR 52.233-3) (AUG 1996)	PROTEST AFTER AWARD
(FAR 52.242-13) (JUL 1995)	BANKRUPTCY
(FAR 52.243-1) (AUG 1987)	CHANGES - FIXED-PRICE
(FAR 52.245-1) (APR 1984)	PROPERTY RECORDS
(FAR 52.245-4) (APR 1984)	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
(FAR 52.245-19) (APR 1984)	GOVERNMENT PROPERTY FURNISHED "AS IS"
(FAR 52.249-2) (SEP 1996)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(FAR 52.249-8) (APR 1984)	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
(FAR 52.253-1) (JAN 1991)	COMPUTER GENERATED FORMS

**EXHIBIT J.1: GOVERNMENT FURNISHED EQUIPMENT  
BULK CONTRACT BASES**

BID ITEM #	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
Northern Geographic Area (R-1)									
1	FS	Coeur d'Alene, ID	Forklift	NONE	2-11,000 gal Retardant Tanks	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	60,000
2	FS	Grangeville ID	Forklift	NONE	1-15,000 gal tank	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	70,000
3	FS	Kalispell MT	Forklift	NONE	1-10,000 gal water. 1-10,000 gal retardant.	Hoses, valves, manifold.	2-transfer pumps furnished by Contractor.	1 Agency owned micro motion meter	70,000
4	FS	Missoula MT	Forklift	NONE	3-7,000 gal Retardant Tanks	2-Loading Pumps Hoses, valves, manifold. 1-Recirculating Pump	1-transfer pump furnished by Contractor.	2 Agency owned micro motion meters	100,000
5	FS	W. Yellowstone MT	Forklift	Batch-mixer	1-10,000 gal tank	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	60,000
Rocky Mountain Geographic Area (R-2)									
6	FS	Durango CO	NONE	NONE	NONE	Hoses, valves, manifold, pumps.	Storage, mix & load space limited. Lease is year to year.	1 Agency owned micro motion meter	50,000
7	FS	Denver, CO (JEFFCO)	NONE	Vari-blender	1-10,000 gal water. 2-12,000 gal retardant.	Hoses, valves, manifold, pumps.		2 Agency owned micro motion meters	70,000
8	FS	Rapid City SD	NONE	NONE	1-10,000 gal water. 2-15,000 gal retardant.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	70,000
Southwestern Geographic Area (R-3)									
9	FS	Alamogordo NM	Forklift	Eductors	2-12,000 gal tanks. 1-12,000 gal water. 1-3,000 gal offload.	Hoses, valves, manifold, pumps.			90,000
10	BLM	Roswell, NM	NONE	NONE	3-20,000 gal tanks.	Hoses, valves, manifold, pumps.			60,000
11	FS	Silver City, NM	Forklift	NONE	4-10,000 gal tanks.	Hoses, valves, manifold.	Water & air pumps & 66,000 gal water tank on 20' x20' x24' pad furnished by contractor		130,000

<b>EXHIBIT J.1: GOVERNMENT FURNISHED EQUIPMENT BULK CONTRACT BASES</b>									
<b>BID ITEM #</b>	<b>AGENCY</b>	<b>BASE</b>	<b>AGENCY OWNED HANDLING</b>	<b>AGENCY OWNED MIXING</b>	<b>AGENCY OWNED STORAGE TANKS</b>	<b>OTHER AGENCY OWNED SUPPLIES</b>	<b>OTHER REQUIREMENTS OF CONTRACTOR</b>	<b>COMMENTS</b>	<b>DAILY PEAK DEMAND</b>
12	BIA	White River, AZ	None	None	1-2,000 gal Water 1-11,000 gal Retardant	Hoses, valves, manifold, pumps.			
<b>Great Basin Geographic Area (R-4)</b>									
13	FS	McCall, ID	Forklift	NONE	2-10,000 gal tanks 1-13,000 gal water 1-2,500 gal offload	Hoses, valves, manifold, pumps.		2 Agency owned micro motion meters	70,000
Delete 14	BLM	Twin Falls, ID	NONE	NONE	3-5,000 gal tanks	Hoses, valves, manifold, pumps.	SEAT BASE ONLY.		50,000
<b>Pacific Southwest Geographic Area (R-5)</b>									
<b>15</b>	<b>FS</b>	<b>Bishop, CA</b>	Forklift	Eductor	1-25,000 gal water 1-6,000 gal ret	Hoses, valves, manifold, pumps.		Truck filled underground water storage.	20,000
16	CDF	Columbia, CA	Forklift	Eductor	1-20,000 gal water 1-60,000 gal wet	Hoses, valves, manifold, pumps.			60,000
17	FS/CDF	Hemet-Ryan, CA	Forklift	Eductor	1-10,000 gal water 1-85,000 gal wet	Hoses, valves, manifold, pumps.			300,000
18	CDF	Hollister, CA	Forklift	NONE	NONE	electric pump & back up gas pump.			60,000
19	FS	Montague CA, (Siskiyou CO)	NONE	NONE	1-20,000 gal water 2-10,000 gal Retardant	Hoses, valves, manifold, pumps.			100,000
20	CDF	Paso Robles, CA	Forklift	NONE	NONE	Silo storage. Hoses, valves, manifold.	Transfer pumps furnished by Contractor.		180,000
21	FS	Porterville, CA	Forklift	Eductor	2-35,000 gal Retardant Tank 1-50,000 gal Water Tank	Silo storage. Hoses, valves, manifold, pumps.			170,000
22	CDF	Rohnerville, CA	Forklift	NONE	NONE	400 amp electrical.	Water delivery limited to 100 gpm, must provide water storage.	Manifold w/3 back-flow valve equipped underground 6" pipes to 3 pits w/delivery valves & underground low volt control conduits.	80,000

<b>EXHIBIT J.1: GOVERNMENT FURNISHED EQUIPMENT BULK CONTRACT BASES</b>									
<b>BID ITEM #</b>	<b>AGENCY</b>	<b>BASE</b>	<b>AGENCY OWNED HANDLING</b>	<b>AGENCY OWNED MIXING</b>	<b>AGENCY OWNED STORAGE TANKS</b>	<b>OTHER AGENCY OWNED SUPPLIES</b>	<b>OTHER REQUIREMENTS OF CONTRACTOR</b>	<b>COMMENTS</b>	
23	CDF	Santa Rosa, CA	Forklift	NONE	1-20,000 gal water tank	Silo storage, hoses, valves, manifold, gas pump	Holding tanks, transfer pumps, mixing equipment.	1 Agency owned micro motion meter. Silo to be replaced by contractor	120,000
24	CDF	Ukiah, CA	Forklift	NONE	NONE				80,000
Northwest Geographic Area (R-6)									
25	FS	John Day, OR	NONE	Orifice blender	1-6,000 gal water. 1-5,000 gal water. 1-6,000 retardant.	Hoses, valves, manifold, pumps.			5,000
26	FS	Klamath Falls, OR	NONE	Orifice blender	2-5,000 gal tanks. 1-5,000 gal water. 3-10,000 retardant. 1-5,000 off-load.	Hoses, valves, manifold, pumps.		2 Agency owned micro motion meters	130,000
27	FS	LaGrande, OR	NONE	Orifice blender	1-10,000 gal water. 2-10,000 retardant. 1-5,000 off-load.	Hoses, valves, manifold, pumps.	No powder storage. Current LC set up.	1 Agency owned micro motion meter	160,000
28	FS	Medford, OR	Forklift	Orifice blender	1-5,000 gal water. 3-10,000 retardant. 1-5,000 off-load.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	130,000
29	FS	Omak, OR	NONE		1-10,000 Retardant 1-8,000 Water	Hoses, valves, manifold, pumps.			16,000
30	FS	Redmond, OR	NONE	Orifice blender	1-10,000 gal water. 3-10,000 retardant. 1-5,000 off-load.	Hoses, valves, manifold, pumps.	No powder storage. Current LC set up.	1 Agency owned micro motion meter	120,000
31	FS	Troutdale, OR	NONE	Orifice blender	1-10,000 gal water. 2-5,000 retardant. 1-10,000 retardant. 1-5,000 off-load.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	70,000

EXHIBIT J.1: GOVERNMENT FURNISHED EQUIPMENT BULK CONTRACT BASES									
BID ITEM #	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
32	FS	Moses Lake, WA	NONE	Orifice blender	4-10,000 gal Retardant tanks 2-20,000 gal Water tanks 1-6,500 gal off-load tank	Hoses, valves, manifold, pumps.		2 Agency owned micro motion meters	130,000
Southern Geographic Area (R-8)									
33	FS	Asheville, NC	Forklift	Eductor	3-5,000 gal tanks.	Hoses, valves, manifold, pumps.			40,000
34	FS	Ft. Smith, AR	Forklift	Eductor	1-16,000 gal tank.	Hoses, valves, manifold, pumps.			40,000
35	FS	Knoxville, TN	Forklift	Eductor	5-4,000 gal tanks.	Hoses, valves, manifold, pumps.			40,000
Eastern Geographic Area (R-9)									
Alaska (R10)									
36	BLM	Ft. Wainwright, AK (Fairbanks)	NONE	NONE	2-10,000 gal tanks. 2-12,000 gal tanks.	Hoses, valves, manifold, pumps.		2 Agency owned micro motion meters	100,000
Delete 37	BLM	Ft. Yukon, AK	NONE	NONE	2-10,000 gal tanks. 2-12,000 gal tanks.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	75,000
38	BLM	Galena, AK	NONE	NONE	2-25,000 gal tanks.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	75,000

**EERA'S FOR PORTABLE/MOBILE RETARDANT MIXING BASES**

ASTARIS LLC

Portable Helicopter Base (PHB)

Agreement No's

FS: 54-024B-1-2178  
BLM: 1422-RAE01-0011

Portable Air Base (PAB)

FS: 54-024B-1-2177  
BLM: 1422-RAE01-0010

FIRE TROL HOLDINGS, LLC

Mobile Retardant Base - Airtankers (MRB-AT)

Agreement No's

FS: 54-024B-1-2180  
BLM: 1422-RAE01-0013

Mobile Retardant Base - Helicopters (MRB-H)

FS: 54-024B-1-2179  
BLM: 1422-RAE01-0012

EERA-General Clauses ----- Page 8

EERA-FAR Supplemental Clauses -----Page 9 & 10

**EMERGENCY EQUIPMENT RENTAL 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: 54-024B-1-2178 BLM:1422-RAE01-0011	
<b>4. CONTRACTOR a. Name and Address</b> Astaris, LLC 810 East Main St. Ontario, CA 91761		<b>3. EFFECTIVE DATES</b> a. Beginning 02/10/2001   b. Ending 02/10/2004	
<b>b. EIN/SSN:</b> 43-1858847		<b>5. POINT OF HIRE (location when hired)</b> Location at time of hire	
<b>c. Telephone Number (day)</b> 909/983-0772		<b>d. Telephone Number (night)</b> 909/946-7371	
<b>7. OPERATOR FURNISHED BY</b> <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		<b>6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY</b> <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT	

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

SMALL BUSINESS   
  LARGE BUSINESS   
  SMALL DISADVANTAGED OWNED   
  WOMEN OWNED   
  LABOR SURPLUS AREA   
  GOVERNMENT EMPLOYEE

9. ITEM DESCRIPTION <small>(include make, model, year, serial number and accessories)</small>	10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate    b. unit	12. SPECIAL a. rate    b. unit	13. GUARANTEE (8 or more hours)
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**a. Mobile Retardant Base - Portable Helicopter Base (PHB)**

**SCOPE**  
 A portable retardant system generally used to supply mixed, gum thickened, retardant to helicopters. The system consists of a 350 eductor mixer, mix and transfer pumps, 5000 gallon dip tank, hose and fittings, Phos-Bin air supply, retardant test equipment, water meter and a forklift. This system is capable of mixing and loading three types of gum-thickened Phos-Chek products: 259-F or R, G75-F, D75-F or R. If fixed tank helicopters are being utilized Phos-Chek-259R or 259F is required.

Contractor to provide two (2) representatives to operate the system and provide technical services. The agency will, where effective utilization requires, provide additional personnel. All involved personnel may engage in one or more of the following activities. Activation, mixing, loading, relocation, and deactivation. If requested by the agency, additional contractor personnel may be furnished at a charge of \$250 per day, including travel days to and from the incident, plus travel expenses paid in accordance with Federal Travel Regulations.

**PAYMENT**  
 A daily rate of **\$2100 per day**, plus a put-through charge for each gallon of mixed retardant will be paid. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the daily rate will be made in accordance with clause 7(a)(4). Put-through charge will be assessed at **\$0.05 per gallon mixed retardant for the first 50,000 gallons per incident and \$0.03 per gallon over 50,000 gallons per incident. Relocation fee of \$500.00** will be applicable if the contractor is directed by the Government Base Manager to relocate the portable base after initial set-up and operation at the same incident. Payment for the retardant and equipment against this EERA should be made by the fire forest/district.

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

Actual transportation costs will be charged for the "PHB" and for any refill loads ordered and delivered, regardless of quantity used.

**GENERAL**  
 Phos-Chek retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including any extra demurrage (standby) authorized by the agency, will be paid. This emergency equipment rental agreement, along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order should not be issued by the Agency. On-hand quantities to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet these on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Astaris, may be returned to the plant of origin. **A 10% restocking charge will be applied to all returned product plus actual transportation costs for product will be paid by the Government.**

Personnel may be released/rotated out with travel 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. No fee (per day rate) will be charged for an overlap of personnel to bring replacement personnel up to speed on operation. Transportation and related costs will be paid by the Contractor when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor.

Agency plant managers may authorize overnight allowance for each mixing/loading personnel not to exceed Federal Travel Rates if sleeping accommodations and/or meals cannot be reasonably furnished by the Agency. Overnight allowance will be allowed while in travel status from and return to point of hire for all authorized personnel. The contractor is not obligated to stay at the incident beyond three days once the volume of gallons falls below 10,000 gallons per day.

**14. SPECIAL PROVISIONS:** 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> /s/ Eric Van Rens	<b>16. DATE</b> 3/23/01	<b>17. CONTRACTING OFFICER'S SIGNATURE</b> /s/ Frank Gomez	<b>18. DATE</b> 3/23/01
<b>19. PRINT NAME AND TITLE</b> Eric Van Rens Business Director		<b>20. PRINT NAME AND TITLE</b> Frank Gomez, Contracting Officer (208) 387-5347	

### EMERGENCY EQUIPMENT RENTAL AGREEMENT

<b>1. ORDERING OFFICE (name and address)</b> USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		<b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b>					
<b>4. CONTRACTOR a. Name and Address</b> Astaris, LLC 810 East Main St. Ontario, CA 91761		<b>2. AGREEMENT NUMBER</b> FS: 54-024B-1-2177 BLM:1422-RAE01-0010		<b>3. EFFECTIVE DATES</b> a. Beginning 02/10/2001   b. Ending 02/10/2004			
		<b>5. POINT OF HIRE (location when hired)</b> Location at time of hire					
<b>b. EIN/SSN:</b> 43-1858847		<b>6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY</b> <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT					
<b>c. Telephone Number (day)</b> 909/983-0772	<b>d. Telephone Number (night)</b> 909/946-7371	<b>7. OPERATOR FURNISHED BY</b> <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT					
<b>8. TYPE OF CONTRACTOR ("X" appropriate boxes)</b> <input type="checkbox"/> 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							
<b>9. ITEM DESCRIPTION</b> <small>(include make, model, year, serial number and accessories)</small>		<b>10. NUMBER OF OPERATORS</b>	<b>11. WORK OR DAILY</b> <small>a. rate    b. unit</small>		<b>12. SPECIAL</b> <small>a. rate    b. unit</small>		<b>13. GUARANTEE</b> <small>(8 or more hours)</small>
<b>a. Mobile Retardant Base - Portable Air Base (PAB)</b> <b>SCOPE</b> A portable retardant system generally used to supply mixed, gum thickened, retardant to fixed wing aircraft. The system consists of a 350 eductor mixer, mix and transfer pumps, water meter, 6" loading manifold, Phos-Bin air supply, hose and fittings, retardant test equipment and a forklift. System can support three (3) loading pits. This system is capable of mixing and loading the following gum thickened Phos-Chek products: D75-F or R, 259-F or R and G75-F.  Contractor to provide two (2) representatives to operate the system and provide technical services. The agency will, where effective utilization requires, provide additional personnel. All involved personnel may engage in one or more of the following activities. Activation, mixing, loading, relocation, and deactivation. If requested by the agency, additional contractor personnel may be furnished at a charge of \$250 per day, including travel days to and from the incident, plus travel expenses paid in accordance with Federal Travel Regulations. <b>PAYMENT</b> A daily rate of <b>\$2,100 per day</b> , plus a put-through charge for each gallon of mixed retardant will be paid. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the daily rate will be made in accordance with clause 7(a)(4). Put-through charge will be assessed at <b>\$0.05 per gallon mixed retardant for the first 50,000 gallons</b> per incident and <b>\$0.03 per gallon over 50,000 gallons</b> per incident. Payment for the retardant and equipment against this EERA should be made by the fire forest/district.  The agency to provide a water source supply capable of delivering 350gpm to the unit and any hose (2 1/2" fire hose-N.H. coupling thread) required beyond that carried by the unit. Fuel for plant operations will be furnished by the Agency.  Actual transportation costs will be charged for the "PAB" and for any refill loads ordered and delivered, regardless of quantity used. <b>GENERAL</b> Phos-Chek retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including any extra demurrage (standby) authorized by the agency, will be paid. This emergency equipment rental agreement, along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order <u>should not</u> be issued by the Agency. On-hand quantities to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet these on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Astaris, may be returned to the plant of origin. <b>A 10% restocking charge will be applied to all returned product plus actual transportation costs for product will be paid by the Government.</b>  Personnel may be released/rotated out with travel 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. No fee (per day rate) will be charged for an overlap of personnel to bring replacement personnel up to speed on operation. Transportation and related costs will be paid by the Contractor when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor.  Agency plant managers may authorize overnight allowance for each mixing/loading personnel not to exceed Federal Travel Rates if sleeping accommodations and/or meals cannot be reasonably furnished by the Agency. Overnight allowance will be allowed while in travel status from and return to point of hire for all authorized personnel. The contractor is not obligated to stay at the incident beyond three days once the volume of gallons falls below 10,000 gallons per day.							
<b>14. SPECIAL PROVISIONS:</b> The following general clauses which are incorporated by reference have been updated.							
<b>SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.</b>							
<b>15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE</b> /s/ Eric Van Rens		<b>16. DATE</b> 3/23/01	<b>17. CONTRACTING OFFICER'S SIGNATURE</b> /s/ Frank Gomez		<b>18. DATE</b> 3/23/01		
<b>19. PRINT NAME AND TITLE</b> Eric Van Rens Business Director			<b>20. PRINT NAME AND TITLE</b> Frank Gomez, Contracting Officer (208) 387-5347				

## EMERGENCY EQUIPMENT RENTAL 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:54-024B-1-2180 BLM:1422-RAE01-0013	
<b>4. CONTRACTOR a. Name and Address</b> Fire Trol Holdings, L.L.C. P.O. Box 277 Orland, CA 95963		<b>3. EFFECTIVE DATES</b> a. Beginning 02/10/2001   b. Ending 02/10/2004	
<b>b. EIN/SSN:</b> 86-0413425		<b>5. POINT OF HIRE (location when hired)</b> Location at time of hire	
<b>c. Telephone Number (day)</b> 530/865-4932		<b>d. Telephone Number (night)</b> 530/865-4932	
<b>7. OPERATOR FURNISHED BY</b> <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		<b>6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY</b> <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT	

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

SMALL BUSINESS   
  LARGE BUSINESS   
  SMALL DISADVANTAGED OWNED   
  WOMEN OWNED   
  LABOR SURPLUS AREA   
  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 <small>(8 or more hours)</small>
		a. rate	b. unit	a. rate	b. unit	
<b>a. Mobile Retardant Base - Airtankers (MRB-AT)</b> <b>SCOPE</b> Fully operated portable retardant plant for mixing and loading FIRE-TROL liquid concentrate (LC) to be used for delivery of retardant by airtankers. Plant consists of a tanker trailer for LC storage, water tanks, mixing equipment, and accessories (see attached list, Exhibit A). Water source/supply will be furnished by the Agency.						
<b>PAYMENT</b> A daily rate of <b>\$2,100 per day</b> , plus a put-through charge for each gallon of mixed retardant will be paid. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the daily rate will be made in accordance with clause 7(a)(4). Put-through charge will be assessed at <b>\$0.05 per gallon mixed retardant for the first 50,000 gallons per incident and \$0.03 per gallon over 50,000 gallons per incident</b> . Additionally, a <b>mileage rate of \$1.00 per mile</b> from the point of hire and return, will be paid for each of two Contractor-owned vehicles to transport plant personnel. If the Contractor elects to transport the plant by commercial hire, actual transportation costs will be paid. Mileage will be paid for any Contractor-owned vehicle when used to conduct business associated with retardant plant operations such as trips for supplies, and/or subsistence when not provided by the agency, or relocating plant to another site on the same incident. Payment for the retardant and equipment against this EERA should be made by the fire forest/district.						
<b>GENERAL</b> FIRE-TROL retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including any extra demurrage (standby) authorized by the agency, will be paid. This emergency equipment rental agreement, along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order <u>should not</u> be issued by the Agency. On-hand quantities to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet these on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Fire-Trol, may be returned to the plant of origin. <b>A 10% restocking charge will be applied to all returned product plus actual transportation costs for product will be paid by the Government.</b>						
Contractor to provide two (2) representatives to operate the system and provide technical services. The agency will, where effective utilization requires, provide additional personnel. All involved personnel may engage in one or more of the following activities. Activation, mixing, loading, relocation, and deactivation. If requested by the contractor and approved by the Governments portable base manager, additional contractor personnel may be furnished at a charge of \$250 per day, including travel days to and from the incident, plus travel expenses paid in accordance with Federal Travel Regulations.						
Personnel may be released/rotated out with travel 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. No fee (per day rate) will be charged for an overlap of personnel to bring replacement personnel up to speed on operation. Transportation and related costs will be paid by the Contractor when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor.						
Agency plant managers may authorize overnight allowance for each mixing/loading personnel not to exceed Federal Travel Rates if sleeping accommodations and/or meals cannot be reasonably furnished by the Agency. Overnight allowance will be allowed while in travel status from and return to point of hire for all authorized personnel. Including personnel rotated out. The contractor is not obligated to stay at the incident beyond three days once the volume of gallons falls below 10,000 gallons per day.						

**14. SPECIAL PROVISIONS:** 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> /s/ Joe Grigel	<b>16. DATE</b> 3/23/01	<b>17. CONTRACTING OFFICER'S SIGNATURE</b> /s/ Frank Gomez	<b>18. DATE</b> 3/23/01
<b>19. PRINT NAME AND TITLE</b> Joe Grigel General Manager		<b>20. PRINT NAME AND TITLE</b> Frank Gomez, Contracting Officer (208) 387-5347	

*Exhibit A****EQUIPMENT LIST FOR MRB-AT  
AIRTANKER BASE***

1. 1 each-Model 400-Orifice blender or equivalent.
2. 1 each-model VH4D-14A2 4" loading pump
3. 3 each-model 13D-19 3" water pump
4. 3 each-6000 gallon self-supporting storage tanks
5. 285 feet of 6" quick-connect manifold, with two or three loading stations depending on the type and number of tankers
6. Connecting hoses fittings, loading hoses and valves
7. Retardant testing kit
8. Base tool kit and spare parts
9. Environmental containment systems for:
  - a. Storage tank trailer
  - b. MRB-AT Trailer
  - c. Pumping Equipment

**Additional Equipment (ordered by the Government)**

Second Storage Tank Trailer                      \$500.00 per calendar day

**EMERGENCY EQUIPMENT RENTAL AGREEMENT**

<b>1. ORDERING OFFICE (name and address)</b> USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		<b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b> <b>2. AGREEMENT NUMBER</b> FS: 54-024B-1-2179 BLM:1422-RAE01-0012 <hr/> <b>3. EFFECTIVE DATES</b> a. Beginning 02/10/2001   b. Ending 02/10/2004	
<b>4. CONTRACTOR a. Name and Address</b> Fire Trol Holdings, L.L.C. P.O. Box 277 Orland, CA 95963		<b>5. POINT OF HIRE (location when hired)</b> Location at time of hire <hr/> <b>6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY</b> <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT	
<b>b. EIN/SSN:</b> 86-0413425		<b>7. OPERATOR FURNISHED BY</b> <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
<b>c. Telephone Number (day)</b> 530/865-4932	<b>d. Telephone Number (night)</b> 530/865-4932		

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

SMALL BUSINESS  
  LARGE BUSINESS  
  SMALL DISADVANTAGED OWNED  
  WOMEN OWNED  
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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
		a. rate	b. unit	a. rate	b. unit	(8 or more hours)
<b>a. Mobile Retardant Base - Helicopters (MRB-H)</b> <b>SCOPE</b> Fully operated portable retardant plant for mixing and loading FIRE-TROL liquid concentrate (LC) to be used for delivery of retardant by Helicopters. Plant consists of a tanker trailer for LC storage, water tanks, special dip tank, mixing equipment, and accessories (see attached list, Exhibit B). Water source/supply will be furnished by the Agency. <b>PAYMENT</b> A daily rate of <b>\$2,100 per day</b> , plus a put-through charge for each gallon of mixed retardant will be paid. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the daily rate will be made in accordance with clause 7(a)(4). Put-through charge will be assessed at <b>\$0.05 per gallon mixed retardant for the first 50,000 gallons per incident and \$0.03 per gallon over 50,000 gallons per incident</b> . Additionally, a mileage rate of \$1.00 per mile from the point of hire and return, will be paid for each of two Contractor-owned vehicles to transport plant personnel. If the Contractor elects to transport the plant by commercial hire, actual transportation costs will be paid. Mileage will be paid for any Contractor-owned vehicle when used to conduct business associated with retardant plant operations such as trips for supplies, and/or subsistence when not provided by the agency, or relocating plant to another site on the same incident. <b>Relocation fee</b> of \$500.00 will be applicable if the contractor is directed by the Government Base Manager to relocate the portable base after initial set-up and operation at the same incident. Payment for the retardant and equipment against this EERA should be made by the fire forest/district. <b>GENERAL</b> FIRE-TROL retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including any extra demurrage (standby) authorized by the agency, will be paid. This emergency equipment rental agreement, along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order <b>should not</b> be issued by the Agency. On-hand quantities to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet these on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Fire-Trol, may be returned to the plant of origin. A 10% restocking charge will be applied to all returned product plus actual transportation costs for product will be paid by the Government.  Contractor to provide two (2) representatives to operate the system and provide technical services. The agency will, where effective utilization requires, provide additional personnel. All involved personnel may engage in one or more of the following activities. Activation, mixing, loading, relocation, and deactivation. If requested by the contractor and approved by the Government portable base manager, additional contractor personnel may be furnished at a charge of \$250 per day, including travel days to and from the incident, plus travel expenses paid in accordance with Federal Travel Regulations.  Personnel may be released/rotated out with travel 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. No fee (per day rate) will be charged for an overlap of personnel to bring replacement personnel up to speed on operation. Transportation and related costs will be paid by the Contractor when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor.  Agency plant managers may authorize overnight allowance for each mixing/loading personnel not to exceed Federal Travel Rates if sleeping accommodations and/or meals cannot be reasonably furnished by the Agency. Overnight allowance will be allowed while in travel status from and return to point of hire for all authorized personnel. Including personnel rotated out. The contractor is not obligated to stay at the incident beyond three days once the volume of gallons falls below 10,000 gallons per day.						
<b>14. SPECIAL PROVISIONS:</b> The following general clauses which are incorporated by reference have been updated.  <b>SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.</b>						
<b>15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE</b> /s/ Joe Grigel	<b>16. DATE</b> 3/23/01	<b>17. CONTRACTING OFFICER'S SIGNATURE</b> /s/ Frank Gomez		<b>18. DATE</b> 3/23/01		
<b>19. PRINT NAME AND TITLE</b> Joe Grigel General Manager			<b>20. PRINT NAME AND TITLE</b> Frank Gomez, Contracting Officer (208) 387-5347			



## GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed hereon to the extent the Contractor is willing and able at the time of order. At time of dispatch a resource order number will be assigned. Contractor must furnish this number upon arrival and check in at the incident. When such equipment is furnished to the Government the following clauses shall apply:

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

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

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

**CLAUSE 4. Operating Supplies** - As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.

**CLAUSE 5. Repairs** - Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to the contractor.

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

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

**CLAUSE 7. Payments**

- a. Rates of Payments - Rates for equipment hired with operator(s) include all operator(s) expenses. Payment for equipment and operator(s) furnished will be at rates specified and, except as provided in Clause 8, shall be in accordance with the following:
  - (1) Work Rates (*column 11*) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
  - (2) Special Rates (*column 12*) shall apply when specified.
  - (3) Guarantee. For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
  - (4) Daily Rate (*column 11*) - Payment will be made on basis of calendar days. For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.
- b. Method of Payment. Lumpsum payment will normally be processed at the end of the emergency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily and/or Special rates or (2) the guarantee earned, whichever is the greatest amount.

**CLAUSE 8. Exceptions**

- a. No further payment under Clause 7 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available.
- b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.
- c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 5, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

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

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

**CLAUSE 11. Contractor's Responsibility for Property and Personal Damages** - Except as provided in Clause 10, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 12. Deductions** - Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 13. Personal Protective Equipment** - The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not furnished by the Contractor, to operators performing within the scope of this agreement:

- a. Clothing: (1) Flame resistant pants and shirts; (2) Gloves (*Either Nomex or chrome tanned leather, when not furnished by contractor*); (3) Hard hat; (4) Goggles or safety glasses.
- b. Equipment: (1) Fire shelter; (2) Headlamp; (3) Individual First-Aid Kit; (4) Other items, in addition to these three, may be issued by the Government.

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

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

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

- a. SMALL BUSINESS is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.
- b. SMALL DISADVANTAGED OWNED BUSINESS is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.
- c. WOMEN-OWNED SMALL BUSINESS is one that is at least 51 percent owned, controlled, and operated by a woman or women.

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

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

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

52.202-1	DEFINITIONS ( <i>APR 1984</i> )
52.303-1	OFFICIALS NOT TO BENEFIT ( <i>APR 1984</i> )
52.203-3	GRATUITIES ( <i>APR 1984</i> )
52.203-5	COVENANT AGAINST CONTINGENT FEES ( <i>APR 1984</i> )
52.222-3	CONVICT LABOR ( <i>APR 1984</i> )
52.222-26	EQUAL OPPORTUNITY ( <i>APR 1984</i> )
52.223-5	CERTIFICATION REGARDING A DRUG-FREE WORKPLACE ( <i>MAR 89</i> )
52.232-1	PAYMENTS ( <i>APR 1984</i> )
52.232-8	DISCOUNTS FOR PROMPT PAYMENT ( <i>APR 1989</i> )
52.232-11	EXTRAS ( <i>APR 1984</i> )
52.232-17	INTEREST ( <i>APR 1984</i> )
52.232-18	AVAILABILITY OF FUNDS ( <i>APR 1984</i> )
52.232-25	PROMPT PAYMENT ( <i>APR 1989</i> )
52.233-1	DISPUTES, ALTERNATE 1 ( <i>APR 1984</i> )
52.236-7	PERMITS AND RESPONSIBILITIES ( <i>APR 1984</i> )
52.252-6	AUTHORIZED DEVIATION IN CLAUSES ( <i>APR 1984</i> )

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

52.222-4	CONTRACT WORK HOURS SAFETY STANDARDS ACT - OVERTIME COMPENSATION ( <i>MAR 1986</i> )
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS ( <i>APR 1984</i> )

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

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

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

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

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 ( <i>APR 1984</i> )
52.208-5	CONDITION OF LEASE VEHICLES ( <i>APR 1984</i> )
52.208-6	MARKING OF LEASED VEHICLES ( <i>APR 1984</i> )

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES**  
**1998 UPDATE FOR EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), FORM OF-294**  
**Replace the existing FAR clauses on the back of the EERA form with the following:**  
**52.213-4 Terms and conditions—Simplified Acquisitions**  
**(Other than Commercial Items) Apr 1998)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions to law or Executive order:
    - (i) 52.222-3, Convict labor (Aug 1996) (E.O. 11755).
    - (ii) 52.233-3, Protest After Award (Aug 1996) (E.O. 11755).
  - (2) Listed below are additional clauses that apply:
    - (i) 52.225-11, Restrictions on certain Foreign Purchases (Oct 1996).
    - (ii) 52.232-1, Payments (Apr 1984).
    - (iii) 52.232-8, discounts for Prompt Payment (May 1997).
    - (iv) 52.232-11, Extras (Apr. 1984)
    - (v) 52.232-25, Prompt Payment (Jun 1997).
    - (vi) 52.232-33, Mandatory Information for Electronic Funds Transfer Payment (Aug 1996).
    - (vii) 52.233-1, Disputes (Oct 1995).
    - (viii) 52.244-6, Subcontracts for Commercial Items and commercial Components (Oct 1995).
    - (ix) 52.253-, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
    - (i) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45)  
(Applies to supply contracts over \$10,000 in the United States).
    - (ii) 52.222-26, Equal Opportunity (Apr 1984) (E.O. 1246)(Applies to contracts over \$10,000).
    - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)  
(38 U.S.C. 4212) (Applies to contracts over \$10,000).
    - (iv) 52.222-36, Affirmative Action for Handicapped workers (Apr 1984) (29 U.S.C. 793)  
Applies to contracts over \$2,500).
    - (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era  
(Apr 998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
    - (vi) 52.222-41, Service Contract Act of 1965, As amended (May 1989)  
(41 U.S.C. 351, *et seq*) (Applies to service contracts over \$2,500).
    - (vii) 52.223-5, pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856)  
(Applies to serviced performed on Federal facilities).
    - (viii) 52.225-3, Buy American Act—supplies (Jan 1994) (41 U.S.C. 10) (Applies to supplies, and to  
services involving the furnishing of supplies, if the contract was—  
(A) Under \$25,00: or  
(B) Set aside for small business concerns, regardless of dollar value).
  - (2) Listed below are additional clauses that may apply:
    - (i) 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred,  
suspended, or Proposed for Debarment (July 1995) (applies to contracts over \$25,000).
    - (ii) 52.211-17, Delivery of Excess quantities (Sept 1989) (applies to fixed-price supplies).
    - (iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery if f.o.b. origin).
    - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

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

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

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

**(End of clause)**

**ADDITIONAL FAR CLAUSES THAT APPLY TO EERA'S:**

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

**FULL SERVICE RETARDANT CONTRACT****CONTRACT NO: 53-024B-1-2172**

FIRE TROL HOLDINGS, L.L.C.  
2620 N. 37<sup>th</sup> Drive  
Phoenix, Arizona 85009  
Phone: 602/262-5401  
FAX: 602/269-9499

Item No:     01 Billings, MT  
              02 Helena, MT  
              03 Grand Junction, CO  
              04 Albuquerque, NM  
              05 Fort Huachuca, AZ  
              06 Prescott, AZ  
              07 Winslow, AZ  
              08 Battle Mountain, NV  
              09 Boise, ID  
              10 Cedar City, UT  
              11 Hill Air Force Base, UT  
              12 Pocatello, ID  
              13 Stead, NV  
              14 Minden, NV  
              15 Chester, CA  
              16 Chico, CA  
              17 Fresno, CA  
              19 Fox Fields-Lancaster, CA  
              21 Redding, CA  
              23 San Bernardino, CA  
              24 Stockton, CA

**CONTRACT NO: 53-024B-1-2171**

HUNOT RETARDANT COMPANY  
P.O. Box 478  
Goleta, CA 93116-0478  
Phone: 805/967-3784  
FAX: 805/967-4015

Item No:     18 Grass Valley, CA  
              20 Ramona, CA  
              22 Goleta- Santa Barbara, CA

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO. 53-024B-1-2172	FILE CODE 6320
	UNIT: NIFC	
TO: Sean Cross, COR USDI BLM National Interagency Fire Center Jack Wilson Building 3833 S. Development Ave. Boise, ID 83705  Phone: 208/387-5459 Fax: 208/387-5199	PROJECT: Item No. Long Term Fire Retardant, FULL SERVICE Designated Bases- 1,3, 8, 10, 12, 13, 14 (BLM Bases)	
	CONTRACTOR: Fire-Trol Holdings, L.L.C. 2620 North 37 <sup>th</sup> Drive Phoenix, AZ 85009	

This is your designation as Contracting Officer's Representative, to administer the above contract. Your major duties and responsibilities are contained in the Handbook of Contract Administration. You are delegated full authority under the contract **except** for the following actions which are reserved for the Contracting Officer:

1. Issue a Notice to Proceed to the Contractor.
2. Approve Change Orders and Amendments.
3. Take action to terminate the contract for default or Government convenience.
4. Make contract adjustments under the Differing Site Conditions clause.
5. Grant extensions of contract time.
6. Approve Assignment of Claims.
7. Make final decisions under the Disputes clause.
8. Make final acceptance under the contract.
9. Make final decisions under the Suspension of Work clause.
10. Make equitable adjustments.
11. Authorize change in amount of Payment Retention.
12. Approve subcontractors.
13. Approve payments.
14. Approve use and possession prior to completion.
15. Enforce the warranty provisions.

CONTRACTING OFFICER'S NAME (Print or Type) FRANK GOMEZ	SIGNATURE /s/ FRANK GOMEZ	DATE 02/07/01
CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.		

File Code: 6320

Date: February 07, 2001

Subject: Contract No. 54-024B-1-2172

To: Ralph Taylor

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	CONTRACT NO. 54-024B-1-2169	FILE CODE 6320
	UNIT: NIFC	
TO: Ralph Taylor, COTR USDA, FOREST SERVICE TECHNICAL & DEVELOPMENT CENTER 444 E. BONITA AVE. SAN DIMAS, CA 91773-3198  Phone: 909/599-1267 Fax: 909/592-2309	PROJECT: Long Term Fire Retardant, Full Service  Desiganted Bases: 18, 20, 22 (FS/CDF Bases)	
	CONTRACTOR: Hunot Retardant Co. PO Box 478 Goleta, CA 93116-0478  Phone: 805/967-3784 FAX: 805/967-4015	

This is your designation of authority to serve as the Contracting Officer's Technical Representative for the above referenced contracts. Your responsibility is to administer the technical provisions of the Contracts.

You are authorized to:

1. Conduct the inspections that you feel are necessary to fulfill your responsibility.
2. Issue written work Orders/Notices of Non-compliance as needed.
3. Reject supplies that do not conform to the requirements of the contract.
4. Maintain a record of the actions you take in administering the contracts.
5. Initiate and sign correspondence and other contract administration documents over the title "Contracting Officer's Technical Representative".

Frank Gomez  
Contracting Officer

cc:		
CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
FRANK GOMEZ	/S/ FRANK GOMEZ	02/07/01
CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.		

File Code: 6320

Date: February 07, 2001

Subject: Contract No. 54-024B-1-2171

To: Ralph Taylor

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	CONTRACT NO. 54-024B-1-2171	FILE CODE 6320
	UNIT: NIFC	
TO: Ralph Taylor, COTR USDA, FOREST SERVICE TECHNICAL & DEVELOPMENT CENTER 444 E. BONITA AVE. SAN DIMAS, CA 91773-3198  Phone: 909/599-1267 Fax: 909/592-2309	PROJECT: Long Term Fire Retardant, BULK	
	Desiganted Bases: 1-17, 19, 21, 23, 24 (FS/CDF Bases)	
	CONTRACTOR: Fire-Trol Holdings, LLC 2620 N 37 <sup>th</sup> Drive Phoenix, AZ 85009  Phone: 602/262-5401 FAX: 602/269-9499	

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Frank Gomez  
Contracting Officer

cc:		
CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
FRANK GOMEZ	/S/ FRANK GOMEZ	02/07/01

CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<b>File Code:</b> 6320	<b>Date:</b> April 10, 2001	
<b>Subject:</b>	COTR Designation for Fire Operations Contract No. 53-024B-1-2171, Hunot Retardant Co. (Full Service Fire Retardant)	
<b>To:</b>	<b>Dale Dague</b>	
<b>DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</b>	<b>CONTRACT NO.</b> 53-024B-1-2171(Full Service)	<b>FILE CODE</b> 6320
	<b>UNIT: NIFC</b>	
<b>TO: Dale Dague, COTR</b> USDA Forest Service San Dimas Technology and Development Center 444 E. Bonita Ave. San Dimas, CA 91773  <b>Phone: 909/599-1267 x266</b> <b>Fax: 909/592-2309</b>	<b>PROJECT:</b> Full Service Fire Retardant  <b>CONTRACTOR:</b> Hunot Retardant Company PO Box 478 Goleta, CA 93116-0478  <b>Phone: 805/967-3784</b> <b>FAX: 805/967-4015</b>	

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5. Initiate and sign correspondence and other contract administration documents over the title "Contracting Officer's Technical Representative".

**Frank Gomez**  
Contracting Officer

**cc: Hunot Retardant Company**

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
Frank Gomez, Contracting Officer	/s/ FRANK GOMEZ	04/19/01

CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<b>File Code:</b> 6320	<b>Date:</b> April 10, 2001	
<b>Subject:</b> COTR Designation for Base Operations Contract No. 53-024B-1-2171, Hunot Retardant Co. (Full Service Fire Retardant)		
<b>To:</b> Robert Will, COTR		
<b>DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</b>	<b>CONTRACT NO.</b> 53-024B-1-2171(Full Service)	<b>FILE CODE</b> 6320
	<b>UNIT: NIFC</b>	
<b>TO: Robert Will, COTR</b> USDA Forest Service San Bernardino Airtanker Base 2065 E. Perimeter Road San Bernardino, CA 92408  <b>Phone: 909/382-4974</b> <b>Fax: 909/382-7993</b>	<b>PROJECT:</b> Full Service Fire Retardant  <b>CONTRACTOR:</b> Hunot Retardant Company PO Box 478 Goleta, CA 93116-0478  <b>Phone: 805/967-3784</b> <b>FAX: 805/967-4015</b>	

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Frank Gomez  
Contracting Officer

cc: Hunot Retardant Company

<b>CONTRACTING OFFICER'S NAME (Print or Type)</b> <b>Frank Gomez, Contracting Officer</b>	<b>SIGNATURE</b> /s/ FRANK GOMEZ	<b>DATE</b> 04/19/01
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<b>File Code:</b> 6320	<b>Date:</b> April 10, 2001	
<b>Subject:</b> COTR Designation for Fire Operations		
<b>To:</b> Dale Dague		
<b>DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</b>	<b>CONTRACT NO.</b> 53-024B-1-2172 (Full Service) 54-024B-1-2169 (Bulk)	<b>FILE CODE</b>  6320
	<b>UNIT: NIFC</b>	
<b>TO: Dale Dague, COTR</b> USDA Forest Service San Dimas Technology and Development Center 444 E. Bonita Ave. San Dimas, CA 91773  Phone: 909/599-1267 x266 Fax: 909/592-2309	<b>PROJECT:</b> Full Service Fire Retardant Bulk Fire Retardant	
	<b>CONTRACTOR:</b> Fire-Trol Holdings, LLC 2620 North 37 <sup>th</sup> Drive Phoenix, AZ 85009  Phone: 602/262-5401 FAX: 602/269-9499	

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4. Maintain a record of the actions you take in administering the contracts.
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Frank Gomez  
Contracting Officer

cc: Fire-Trol Holdings, LLC

<b>CONTRACTING OFFICER'S NAME (Print or Type)</b> <b>Frank Gomez, Contracting Officer</b>	<b>SIGNATURE</b> /s/ FRANK GOMEZ	<b>DATE</b> 04/19/01
--	-------------------------------------	-------------------------

CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<b>File Code:</b> 6320	<b>Date:</b> April 10, 2001	
<b>Subject:</b> COTR Designation for Base Operations		
<b>To:</b> Robert Will, COTR		
<b>DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</b>	<b>CONTRACT NO.</b> 53-024B-1-2172 (Full Service) 54-024B-1-2169 (Bulk)	<b>FILE CODE</b>  6320
	<b>UNIT: NIFC</b>	
<b>TO: Robert Will, COTR</b> USDA Forest Service San Bernardino Airtanker Base 2065 E. Perimeter Road San Bernardino, CA 92408	<b>PROJECT:</b> Full Service Fire Retardant Bulk Fire Retardant	
<b>Phone: 909/382-4974</b> <b>Fax: 909/382-7993</b>	<b>CONTRACTOR:</b> Fire-Trol Holdings, LLC 2620 North 37 <sup>th</sup> Drive Phoenix, AZ 85009  <b>Phone: 602/262-5401</b> <b>FAX: 602/269-9499</b>	

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Frank Gomez  
Contracting Officer

cc: Fire-Trol Holdings, LLC

<b>CONTRACTING OFFICER'S NAME (Print or Type)</b> <b>Frank Gomez, Contracting Officer</b>	<b>SIGNATURE</b> /s/ FRANK GOMEZ	<b>DATE</b> 04/19/01
<b>CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.</b>		

## PART I - THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

#### **B-1 SCHEDULE OF ITEMS - FULL SERVICE - 2003**

Furnish, store, mix and load into airtankers long-term fire retardant. Award will be made by Bid Item. There is no minimum guarantee with this contract. This is a requirements type contract, per each airtanker base, awarded by item number.

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
01		BLM	Approved QPL Products	July 1 through October 1	
			<b>FIRETROL</b>		
			Qualification Lot No. Lot No. 91FT-55		
Qualified Product Offered			Fire-Trol LCG-R		
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	
A. Zero to 100,000 gallons	100,000	Gallon	\$1.09	\$109,000.00	
B. 100,001 TO 200,000 gallons	100,000	Gallon	\$0.64	\$64,000.00	
C. 200,001 gallons and over	100,000	Gallon	\$0.72	\$72,000.00	
<b>TOTALS FOR BASIS OF AWARD</b>		<b>300,000</b>		<b>\$245,000.00</b>	

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
02		FS R1	Approved QPL Products	July 31 through September 19	
			<b>FIRETROL</b>		
			Qualification Lot No. Lot No. 91-FT-55		
Qualified Product Offered			Fire-Trol LCG-R		
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	
A. Zero to 50,000 gallons	50,000	Gallon	\$1.39	\$69,500.00	
B. 50,001 TO 150,000 gallons	100,000	Gallon	\$0.61	\$61,000.00	
C. 150,001 gallons and over	50,000	Gallon	\$0.82	\$41,000.00	
<b>TOTALS FOR BASIS OF AWARD</b>		<b>200,000</b>		<b>\$171,500.00</b>	

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
03		BLM	Approved QPL Products	May 12 through October 1
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 91-FT-54	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.12	\$112,000.00
B. 100,001 TO 300,000 gallons	200,000	Gallon	\$0.67	\$134,000.00
C. 300,001 to 500,000 gallons	200,000	Gallon	\$0.61	\$122,000.00
D. 500,001 gallons and over	200,000	Gallon	\$0.75	\$150,000.00
TOTALS FOR BASIS OF AWARD	<b>700,000</b>			<b>\$518,000.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
04		USDA -FS Region 3	Approved QPL Products	April 29 through July 16
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 91-FT-54	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.00	\$100,000.00
B. 100,001 TO 250,000 gallons	150,000	Gallon	\$0.61	\$91,500.00
C. 250,001 gallons and over	150,000	Gallon	\$0.72	\$108,000.00
TOTALS FOR BASIS OF AWARD	<b>400,000</b>			<b>\$299,500.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
05		USDA -FS Region 3	Approved QPL Products	May 10 through July 28
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 91-FT-54	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons	50,000	Gallon	\$1.17	\$58,500.00
B. 50,000 to 150,000 gallons	100,000	Gallon	\$0.64	\$64,000.00
C. 150,001 to 300,000 gallons	150,000	Gallon	\$0.61	\$91,500.00
D. 300,001 gallons and over	100,000	Gallon	\$0.74	\$74,000.00
TOTALS FOR BASIS OF AWARD	<b>400,000</b>			<b>\$288,000.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
06		USDA-FS Region 3	Approved QPL Products	May 2 through July 30
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 91-FT-54	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$0.95	\$95,000.00
B. 100,001 TO 300,000 gallons	200,000	Gallon	\$0.61	\$122,000.00
C. 300,001 gallons and over	150,000	Gallon	\$0.72	\$108,000.00
TOTALS FOR BASIS OF AWARD		450,000		\$325,000.00

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
07		USDA -FS Region 3	Approved QPL Products	May 3 through July 12
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 91-FT-54	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$0.99	\$99,000.00
B. 100,001 to 300,000 gallons	200,000	Gallon	\$0.61	\$122,000.00
C. 300,001 gallons and over	150,000	Gallon	\$0.64	\$96,000.00
TOTALS FOR BASIS OF AWARD		450,000		\$317,000.00

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
08		BLM	Approved QPL Products	June 1 through October 1
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 91-FT-54	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.00	\$100,000.00
B. 100,001 to 300,000 gallons	200,000	Gallon	\$0.61	\$122,000.00
C. 300,001 gallons and over	100,000	Gallon	\$0.74	\$74,000.00
TOTALS FOR BASIS OF AWARD		400,000		\$296,000.00

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
09		USDA -FS Region 4	Approved QPL Products	June 1 through Sept 30
			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 91-FT-55</b>	
Qualified Product Offered			Fire-Trol LCG-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	<b>\$1.22</b>	<b>\$122,000.00</b>
B. 100,001 to 300,000 gallons	200,000	Gallon	<b>\$0.63</b>	<b>\$126,000.00</b>
C. 300,001 to 500,000 gallons	200,000	Gallon	<b>\$0.61</b>	<b>\$122,000.00</b>
D. 500,001 gallons and over	200,000	Gallon	<b>\$0.71</b>	<b>\$142,000.00</b>
TOTALS FOR BASIS OF AWARD		<b>700,000</b>		<b>\$512,000.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
10		BLM	Approved QPL Products	May 15 through October 1
			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 91-FT-54</b>	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	<b>\$0.97</b>	<b>\$97,000.00</b>
B. 100,001 to 300,000 gallons	200,000	Gallon	<b>\$0.61</b>	<b>\$122,000.00</b>
C. 300,001 gallons and over	100,000	Gallon	<b>\$0.71</b>	<b>\$71,000.00</b>
TOTALS FOR BASIS OF AWARD		<b>400,000</b>		<b>\$290,000.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
11		USDA -FS Region 4	Approved QPL Products	June 23 - October 12
<b>Required - Wet Concentrate Products Only</b>			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 91-FT-55</b>	
Qualified Product Offered			Fire-Trol LCG-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons	50,000	Gallon	<b>\$1.22</b>	<b>\$61,000.00</b>
B. 50,001 to 150,000 gallons	100,000	Gallon	<b>\$0.61</b>	<b>\$61,000.00</b>
C. 150,001 gallons and over	100,000	Gallon	<b>\$0.74</b>	<b>\$74,000.00</b>
TOTALS FOR BASIS OF AWARD		<b>250,000</b>		<b>\$196,000.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
12		BLM	Approved QPL Products	June 23 through September 29
			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 91-FT-55</b>	
Qualified Product Offered			Fire-Trol LCG-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	<b>\$0.95</b>	<b>\$95,000.00</b>
B. 100,001 to 300,000 gallons	200,000	Gallon	<b>\$0.61</b>	<b>\$122,000.00</b>
C. 300,001 gallons and over	50,000	Gallon	<b>\$0.74</b>	<b>\$37,000.00</b>
TOTALS FOR BASIS OF AWARD		<b>350,000</b>		<b>\$254,000.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
13		BLM	Approved QPL Products	June 1 through September 30
			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 91-FT-54</b>	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons	50,000	Gallon	<b>\$1.33</b>	<b>\$66,500.00</b>
B. 50,001 to 150,000 gallons	100,000	Gallon	<b>\$0.58</b>	<b>\$58,000.00</b>
C. 150,001 to 300,000 gallons	150,000	Gallon	<b>\$0.58</b>	<b>\$87,000.00</b>
D. 300,001 gallons and over	100,000	Gallon	<b>\$0.84</b>	<b>\$84,000.00</b>
TOTALS FOR BASIS OF AWARD		<b>400,000</b>		<b>\$295,500.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
14		BLM	Approved QPL Products	June 1 through September 30
			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 91-FT-54</b>	
Qualified Product Offered			Fire-Trol LCA-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons	50,000	Gallon	<b>\$1.14</b>	<b>\$57,000.00</b>
B. 50,001 to 200,000 gallons	150,000	Gallon	<b>\$0.58</b>	<b>\$87,000.00</b>
C. 200,001 gallons and over	100,000	Gallon	<b>\$0.79</b>	<b>\$79,000.00</b>
TOTALS FOR BASIS OF AWARD		<b>300,000</b>		<b>\$223,000.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
15		USDA -FS Region 5	Approved QPL Products	June 1 through October 31
			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 60-64</b>	
<b>Qualified Product Offered</b>			<b>Fire-Trol GTS-R</b>	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons	50,000	Gallon	<b>\$1.33</b>	<b>\$66,500.00</b>
B. 50,001 to 150,000 gallons	100,000	Gallon	<b>\$0.63</b>	<b>\$63,000.00</b>
C. 150,001 to 300,000 gallons	150,000	Gallon	<b>\$0.58</b>	<b>\$87,000.00</b>
D. 300,001 gallons and over	100,000		<b>\$0.74</b>	<b>\$74,000.00</b>
<b>TOTALS FOR BASIS OF AWARD</b>		<b>400,000</b>		<b>\$290,500.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
16		CDF/FS	Approved QPL Products	June 1 through October 31
			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 60-64</b>	
<b>Qualified Product Offered</b>			<b>Fire-Trol GTS-R</b>	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	<b>\$1.11</b>	<b>\$111,000.00</b>
B. 100,001 TO 400,000 gallons	300,000	Gallon	<b>\$0.57</b>	<b>\$171,000.00</b>
C. 400,001 gallons and over	150,000	Gallon	<b>\$0.73</b>	<b>\$109,500.00</b>
<b>TOTALS FOR BASIS OF AWARD</b>		<b>550,000</b>		<b>\$391,500.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
17		CDF/FS	Approved QPL Products	May 23 through October 31
			<b>FIRETROL</b>	
			Qualification Lot No. <b>Lot No. 60-64</b>	
<b>Qualified Product Offered</b>			<b>Fire-Trol GTS-R</b>	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	<b>\$1.16</b>	<b>\$116,000.00</b>
B. 100,001 to 300,000 gallons	200,000	Gallon	<b>\$0.72</b>	<b>\$144,000.00</b>
C. 300,001 to 700,000 gallons	400,000	Gallon	<b>\$0.58</b>	<b>\$232,000.00</b>
D. 700,001 gallons and over	200,000		<b>\$0.75</b>	<b>\$150,000.00</b>
<b>TOTALS FOR BASIS OF AWARD</b>		<b>900,000</b>		<b>\$642,000.00</b>

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
18*		FSCDF	Approved QPL Products	June 1 through October 31
Required - Gum      Thickened - F			<b>HUNOT</b>	
Qualified Product Offered			Qualification Lot No. Lot No. 3616870-F	
Qualified Product Offered			Phos-Chek D75-F	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.53	\$153,000.00
B. 100,001 TO 300,000 gallons	200,000	Gallon	\$0.68	\$136,000.00
C. 300,001 gallons and over	100,000	Gallon	\$0.69	\$69,000.00
<b>TOTALS FOR BASIS OF AWARD</b>	<b>400,000</b>			<b>\$358,000.00</b>

\*Note: Grass Valley will begin in February 2002

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
19*		USDA -FS	Approved QPL Products	June 1 through November 30
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 60-64	
Qualified Product Offered			Fire-Trol GTS-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.21	\$121,000.00
B. 100,001 TO 300,000 gallons	200,000	Gallon	\$0.59	\$118,000.00
C. 300,001 gallons and over	100,000	Gallon	\$0.75	\$75,000.00
<b>TOTALS FOR BASIS OF AWARD</b>	<b>400,000</b>			<b>\$314,000.00</b>

Note: Fox Field will begin in February 2002

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
20*		CDF/FS	Approved QPL Products	May 1 through December 15
			<b>HUNOT</b>	
			Qualification Lot No. Lot No. 3616870-H	
Qualified Product Offered			Phos-Chek D75-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.35	\$135,000.00
B. 100,001 to 400,000 gallons	300,000	Gallon	\$0.64	\$192,000.00
C. 400,001 gallons and over	100,000	Gallon	\$0.79	\$79,000.00
<b>TOTALS FOR BASIS OF AWARD</b>	<b>500,000</b>			<b>\$406,000.00</b>

\* Note: Ramona will begin in February 2002

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
21*		CDF/FS	Approved QPL Products	June 1 through October 31
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 60-64	
Qualified Product Offered			Fire-Trol GTS-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$0.83	\$83,000.00
B. 100,001 TO 300,000 gallons	200,000	Gallon	\$0.58	\$116,000.00
C. 300,001 gallons and over	400,000	Gallon	\$0.73	\$292,000.00
TOTALS FOR BASIS OF AWARD		700,000		\$491,000.00

\*Note: Redding will begin in February 2002

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
22		USDA -FS Region 5	Approved QPL Products	May 15 through November 15
			<b>HUNOT</b>	
			Qualification Lot No. Lot No. 3616870-H	
Qualified Product Offered			Phos-Chek D75-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.23	\$123,000.00
B. 100,001 to 400,000 gallons	300,000	Gallon	\$0.65	\$195,000.00
C. 400,001 gallons and over	100,000	Gallon	\$0.73	\$73,000.00
TOTALS FOR BASIS OF AWARD		500,000		\$391,000.00

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
23		USDA -FS Region 5	Approved QPL Products	May 29 through November 3
			<b>FIRETROL</b>	
			Qualification Lot No. Lot No. 60-64	
Qualified Product Offered			Fire-Trol GTS-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.10	\$110,000.00
B. 100,001 to 300,000 gallons	200,000	Gallon	\$0.58	\$116,000.00
C. 300,001 to 500,000 gallons	200,000	Gallon	\$0.57	\$114,000.00
D. 500,001 gallons and over	200,000	Gallon	\$0.78	\$156,000.00
TOTALS FOR BASIS OF AWARD		700,000		\$496,000.00

BID ITEM		AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
24		USDA - FS Region 5	Approved QPL Products	June 1 through September 30	
			<b>FIRETROL</b>		
			Qualification Lot No. <b>Lot No. 60-64</b>		
<b>Qualified Product Offered</b>			<b>Fire-Trol GTS-R</b>		
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	
A. Zero to 50,000 gallons	50,000	Gallon	<b>\$1.90</b>	<b>\$95,000.00</b>	
B. 50,001 to 150,000 gallons	100,000	Gallon	<b>\$0.67</b>	<b>\$67,000.00</b>	
C. 150,001 to 300,000 gallons	150,000	Gallon	<b>\$0.64</b>	<b>\$96,000.00</b>	
D. 300,001 gallons and over	100,000	Gallon	<b>\$0.87</b>	<b>\$87,000.00</b>	
<b>TOTALS FOR BASIS OF AWARD</b>	<b>400,000</b>			<b>\$345,000.00</b>	

**B-2 MISCELLANEOUS SERVICES**

In accordance with Section G, the following miscellaneous service items, when ordered by the Government and performed by the Contractor, will be paid at the following specified rates:

- |  |                          |
|--|--------------------------|
| (a) Off-load Retardant   | \$40.00 per occurrence   |
| (b) Reload retardant into aircraft   | \$20.00 per occurrence   |
| (c) Load aircraft with water   | \$20.00 per occurrence   |
| (d) Extended Ready Delivery Status   | \$20.00 per person / hr  |
| (e) Call-up Outside Required Delivery Period<br>(Pre-Delivery, Post-Delivery, and Optional Delivery Periods) | \$250.00 / day guarantee |
| (f) Mobilization and Demobilization<br>(Pre-Delivery, Post-Delivery, and Optional Delivery Periods)          | Actual cost basis        |

## PART I - THE SCHEDULE

### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C-1 SCOPE OF CONTRACT- Full Service Retardant Base

(a) The Contractor shall supply, mix, store, and load long-term fire retardant, meeting Specification 5100-304b (January 2000), into airtankers for use in suppression of wildland fires. Contract includes personnel necessary for operating the retardant base as specified herein.

(b) At the Government's request, the Contractor shall also be required to off-load retardant from aircraft, reload or load aircraft with water.

(c) The supplying of retardant into the aircraft shall include all equipment (except Government furnished), labor, and retardant materials necessary for the handling of the retardant.

(d) Due to the sporadic nature of fire activity, the Government does not guarantee placement of any orders for retardant.

(e) Contractor may bid fully qualified Long-Term Fire Retardant product approved under the current Qualified Product List **for Permanent Bases**.

(f) Contractor furnished equipment shall be sufficient to meet daily peak demand as specified in Section J.

(g) Items listed as BLM or BIA (Dept. of Interior) may not be awarded under this contract.

(h) Bases designated with an asterisk will not begin until February 2002.

#### C-2 GOVERNMENT FURNISHED PROPERTY

The Government will provide Government furnished property to the Contractor at the bases and as listed in Section J, Exhibit 1. Government furnished property will be available at the time of contract award. Contractors are encouraged to visit the site to verify the information contained in this section.

### **C-3 CONTRACTOR FURNISHED PROPERTY**

The Contractor shall furnish all fire retardant, equipment, (except Government furnished), and personnel necessary to supply, mix, store, and load fire retardant into aircraft. Contractor furnished property shall include, but is not limited to, the following:

The Contractor shall provide continuous flow or batch mixing equipment.

- (a) Equipment includes, but is not limited to, retardant dispensing pump, above ground pipe, manifold, fittings, hose, and valves necessary to mix and load aircraft to meet minimum requirements.
- (b) The Contractor shall provide equipment to remove and return unused retardant solution from loaded aircraft to storage.
- (c) The Contractor shall provide a sampling valve to be installed between the loading pump and aircraft loading valve for quality assurance testing.
- (d) The Contractor shall provide instruments (i.e., Refractometer, Marsh Funnel) and material needed to measure specific gravity and viscosity of retardant solutions.

### **C-4 REMOVAL OF CONTRACTOR-FURNISHED PROPERTY**

- (a) Retardant or retardant components remaining at the end of a contract period may be held in Government owned tank(s) or facilities, upon the written request of the Contractor and approved by the Contracting Officer.
- (b) Equipment furnished by the Contractor may be either removed or stored at the tanker base during the Optional Period, upon the written request of the Contractor and approval by the Contracting Officer.
- (c) If the contract is not renewed or the Contractor is not the successful bidder on the subsequent contract, the retardant and all Contractor-furnished property must be disposed of or removed at Contractor's expense within 30 days, ground and weather conditions permitting, upon written notice by the Government and prior to final acceptance of the contract.

### **C-5 GOVERNMENT'S RESPONSIBILITIES**

- (a) The movement and parking of aircraft for the loading of retardant will not be performed by Contractor personnel.
- (b) The movement of motor vehicle on the aircraft loading ramp will be done only under the authorization of the Contracting Officer.

**C-6 CONTRACTOR'S RESPONSIBILITIES**

- (a) The Contractor shall provide well-trained, competent personnel to mix, load, store, and off-load fire retardant. All work under this contract shall be performed timely and in a skillful, professional manner. The Contracting Officer may, in writing, require the Contractor to remove from the work site any employee the Contracting Officer deems incompetent, unsafe, careless or otherwise objectionable or for theft, possession and/or removal of materials, supplies, equipment or any Government-owned or leased property.
- (1) Minimum qualifications for each crew member shall consist of classroom and OJT training, which includes mixing procedures, aircraft type and capability, OSHA standards, and understanding of the base operating plan. Hot reloading training will be accomplished in conjunction with agency personnel in accordance with procedures as outlined in the Interagency Airtanker Base Operations Guide and the base specific hot-reloading plan.
  - (2) Documentation of training shall be provided to the Contracting Officer.
- (b) The Contractor shall keep all equipment and supplies at each base clean, neat, orderly, and painted in colors that are approved and acceptable to the Contracting Officer. All empty bags and other litter shall be picked up and disposed of at least daily. All containers must be kept neatly stored.
- (c) The Contractor shall be responsible for cleaning up all spillages caused by mixing and loading operations. The contractor shall wash spillage from loading ramps and shall keep retardant washed off the equipment. [See Section I, Hazardous Material Identification and Material Safety Data, FAR 52.223-03]
- (d) The Contractor shall comply with the base operating plan. A copy can be obtained through the Contracting Officer.
- (e) As a minimum, the Contractor will perform testing in accordance with Section E.
- (f) The Contractor shall comply with the safety and health standards applicable to retardant mixing and loading operations. (Reference OSHA General Industrial Standards 29 CFR 1910). The Contractor shall also develop and post an operations plan which will include:
- (1) an employee organization chart showing lines of authority,
  - (2) a complete list of duty assignments for each position,
  - (3) a description of proper work procedures for each assignment,
  - (4) a safety briefing with a list of safety rules for the operation, and,

- (5) a plan to provide follow-up training for all personnel.

The Contractor shall ensure that all employees read and understand this operations plan before they begin work at this facility.

#### **C-7 TECHNICAL REQUIREMENTS**

- (a) Retardant must be prequalified and approved for use (See Section J, List of Approved Fire Chemicals, and Section I, Qualification Requirements, FAR 52.209-1).
- (b) All aircraft shall be loaded to their contracted load capacity or as directed by the Contracting Officer.
- (c) The Contractor may be required to hot load turbine aircraft.
- (d) Aircraft loading nozzles shall be 3-inch "Kamlock" type, or equal, equipped with shutoffs.
- (e) The Contractor shall provide continuous flow loading capabilities for retardant delivery into the aircraft and any storage capacity necessary to meet the base requirements as specified in Section J, Exhibit J-1. This will be provided with the loading capability of a minimum rate of 400 gallons per minute and maximum of 500 gallons per minute.
- (f) The Contractor shall provide off-load storage capacity as specified in Section J, Exhibit 1, separate from base storage tanks and loading facilities.

## **PART I - THE SCHEDULE**

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### **SECTION D - PACKAGING AND MARKING**

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#### **D-1 PACKING FOR DOMESTIC SHIPMENT (AGAR 452.247-72) (FEB 1988)**

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

## PART I - THE SCHEDULE

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### SECTION E - INSPECTION AND ACCEPTANCE

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#### E-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

[www.arnet.gov/far/](http://www.arnet.gov/far/)

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

#### E-2 INSPECTION OF SUPPLIES - FIXED-PRICE (FAR 52.246-02) (AUG 1996)

(a) Definition. "Supplies, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform

inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in additional cost, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirements for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

(1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time

(i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and

(ii) when the supplies will be ready for Government inspection.

(2) The Government request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than seven (7) work days in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedules, or

(2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the

Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

### **E-3 RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16) (APR 1984)**

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

### **E-4 INSPECTION AND ACCEPTANCE OF MIXED PRODUCT**

(a) The Government will inspect the mixed product for compliance with the specifications for mixed product. Inspection will take place as shown below in testing.

(b) The delivery destination of the mixed retardant is inside the aircraft being loaded. Acceptance of the mixed product takes place when the product has entered the aircraft.

(c) Acceptance tests will be conducted in accordance with the procedures and requirements established during the qualification test. The tests will generally be conducted prior to acceptance of the mixed retardant and will consist of simple measurements and requirements such as visual observations, salt content, and viscosity.

## **E-5 TESTING**

Testing shall be performed during mixing and pumping operations in accordance with (Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals, Publication Number: NFES 1445). Field Quality Control testing shall be accomplished by the Contractor and monitored by the Contracting Officer. Test results shall be recorded on similar forms furnished in the back of the Field Quality Control of Fire Retardant Chemicals publication.

(a) Lot acceptance and quality assurance testing is required to be done at prescribed intervals; base opening, each time a truckload is received, and base closing. Samples should be tested by the Contractor at the base. Agency personnel will oversee the field quality assurance testing.

### **NATIONAL WILDFIRE SUPPRESSION TECHNOLOGY PROGRAM**

**BILLING: PO BOX 8089  
MISSOULA, MT 59807-8089**

**UPS OR FEDERAL EXPRESS:  
5775 HIGHWAY 10 WEST  
MISSOULA, MT 59802-9361**

(b) Quality Control Testing. Quality Control Testing is the testing done at the base to ensure that product going to the field is of proper quality. All test results shall be recorded and maintained for future reference.

- (1) The Contractor shall be required to test every aircraft load for salt content (refractometer reading).
- (2) The Contractor shall test for viscosity by taking samples every five (5) to ten (10) aircraft loads and analyzing samples at the end of each day if the product is a thickened product.
- (3) The Contractor shall re-circulate mixed and concentrated retardant as appropriate for the product.
- (4) The Contractor shall test mixed retardant in storage for compliance every 7 days.

## PART I - THE SCHEDULE

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### SECTION F - DELIVERIES OR PERFORMANCE

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#### F-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
FAR 52.211-17	SEP 1989	DELIVERY OF EXCESS QUANTITIES
FAR 52.242-15	AUG 1989	STOP-WORK ORDER
FAR 52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
FAR 52.247-34	NOV 1991	F.O.B. DESTINATION
FAR 52.247-55	APR 1984	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY

#### F-2 CONTRACT PERIOD AND OPTION TO EXTEND THE TERM OF THE CONTRACT

The contract period shall extend for one calendar year from date of award. However, at the option of the Government, the contract may be renewed for one year periods, not to exceed two renewal periods, provided the Contracting Officer serves notice of intent to renew at least 60 days prior to contract expiration. The renewal will be with the same terms and conditions except that any renewal is subject to the economic price adjustment clause of this contract.

#### F-3 DELIVERY LOCATION (AGAR 452.247-70) (FEB 1988)

Shipment of deliverable items, other than reports, shall be to locations as designated in Section B, Supplies or Services and Prices/Costs.

#### **F-4 REQUIRED DELIVERY PERIOD**

Required delivery period for each location(s) will be as designated in Section B, Supplies or Services and Prices/Costs.

#### **F-5 PRE- AND POST-PERIOD DELIVERY**

The Government reserves the right to order retardant for the period 45 days before and 45 days after the Required Delivery Period at the prices specified in the contract. During the Pre- and Post-Periods, the Contractor must deliver retardant as specified herein within 24 hours of receipt of an order.

#### **F-6 OPTIONAL PERIOD DELIVERY**

Outside the Required Delivery Period and any Pre-Delivery and Post-Delivery Periods, the Government may request service on an intermittent basis. This period is called the Optional Period. Orders placed during this period will be subject to acceptance by the Contractor. If accepted, all terms and conditions of the contract will apply.

#### **F.7 READY DELIVERY STATUS**

(a) Ready delivery status is defined as the ability to begin pumping and loading operations within 3 minutes after an order is placed. Ready delivery status shall be maintained during the normal operating day.

(b) The normal operating day is 9 hours. The Contracting Officer shall establish and may change the times of the normal operating day by issuance of a work order as necessary. However, the normal operating day may not exceed the number of hours stated herein unless aircraft are being loaded **OR** unless the mixing crew is ordered to be in extended ready delivery status.

(c) Occasional temporary time changes to the normal operating day may be made by verbal notification to the Contractor by the close of business the preceding day.

#### **F-8 RETURN-TO-READY DELIVERY STATUS**

(a) The Contractor shall inform the Contracting Officer as to how appropriate personnel may be contacted. These persons will be allowed 1 (one) hour from the initial attempt by the Government to contact the Contractor or his authorized representative to provide ready delivery status.

(b) If not requested to be on Return-to-Ready Delivery Status, Contractor personnel will be considered to be off duty and may not be required to Return-to-Ready Delivery Status that day.

## **F-9 AUTHORIZED BREAKS**

During the contract period, when conditions permit, the Contracting Officer may approve authorized breaks to allow Contractor personnel time off from the base.

## **F-10 FAILURE TO PERFORM**

(a) If the Contractor fails to provide ready delivery status, the Government reserves the right to take over Contractor's operations. If the Government exercises this right, the Contractor shall be liable for all costs incurred resulting from failure to perform.

(b) If the Contractor fails to perform as required, the Government reserves the right to dispatch the Airtanker(s) to alternate base(s) for loading of fire retardant in an emergency situation. If the Government exercises this right, the Contractor shall be liable for all incurred costs resulting from failure to perform, including but not limited to, hourly flight time for the Airtanker(s), standby time, and any increase in cost for the retardant.

## **F-11 GOVERNMENT OPERATION OF CONTRACTOR PLANT**

During or outside of the required delivery period, the Government may operate the retardant plant on an intermittent and short-term basis if Contractor personnel are not available. The Government will attempt to contact the Contractor to secure their approval prior to operating the retardant plant. Payment for the retardant will be made at the applicable bid rate in Section B, Schedule of Items.

## **F-12 ADDITIONAL ORDERING REQUIREMENTS**

Orders given to maintain ready delivery status during the Required Delivery Period, Pre, Post, or Optional Period may be made orally and will be documented in writing by Project Inspector/COR.

## **F-13 FOOD AND DRINK**

During days of high fire activity when the Government deems it necessary to provide food and drink refreshments to Contractor crews for sustained operations, the Government will furnish such items at Government expense.

## PART I - THE SCHEDULE

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### SECTION G - CONTRACT ADMINISTRATION

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#### G-1 METHOD OF MEASUREMENT

The primary method of measurement will be mass flow meter and the inventory method will be used as a backup check. Methods will be used in accordance with the following:

(a) Mass flowmeter® Method (Micro Motion®)

(1) Retardant will be measured in gallons. All retardant will be delivered through mass flowmeters reading in total pounds delivered. Pounds will then be converted to gallons for payment.

(2) Calibration and verification to insure meter accuracy will be performed in the following Forest Service guide: "User/Procurement Manual for Retardant Measurement Mass Flowmeter". Each meter will be calibrated prior to the start of each field season. Verification of meter accuracy may be requested at anytime at the request of the Contractor or the Contracting Officer. Such verification will be performed in the presence of the Contractor and the Contracting Officer.

(3) All gallons of retardant used and all other services will recorded on the Retardant Use Worksheet (See Section J). This form shall be completed on a daily basis.

(b) Inventory Method

(1) The Contractor shall deliver bulk retardant by the ton to each retardant base, record the number of tons, and attach the truck weight invoices to the Retardant Inventory/Use Worksheet. (See Section J.)

(2) Retardant will be measured in gallons converted from pounds delivered using the Retardant Inventory/Use Worksheet.

(A) Bulk retardant (converted to gallons) on hand at the retardant base at the beginning of the 2-week period, plus

(B) Mixed retardant (in gallons) on hand at the retardant base at the beginning of the 2-week period, plus

(C) Total tons of retardant (converted to gallons) delivered to the retardant base, less

(D) Bulk retardant (converted to gallons) on hand at the retardant base at the end of the two-week period, less

(E) Mixed retardant (converted to gallons) on hand at the retardant base at the end of the two-week period, less

## **G-2 BASIS OF PAYMENT**

(a) Retardant.

(1) Payment will be made at the applicable bid rate in Section B, Schedule of Items, per gallon for actual gallons of retardant delivered into the aircraft. Unit prices for each sub-item will be applied until the gallons of retardant delivered exceeds that sub-item quantity limit; i.e., first, sub-item A unit price will be applied until the sub-item A quantity limit is reached; then sub-item B unit price comes into effect until the quantity limit in sub-item B is reached; and so forth. For all quantities of retardant over and including the starting quantity for the last sub-item, the unit price for that last sub-item will be applied until the end of the contract year. Sub-item quantity limits will be activated at the start of the initial contract year and at the start of each renewal year.

(2) When retardant salt content falls outside the acceptable range (see Section J, Retardant Characteristics and Mix Factors Table, and Publication NFES 1245, "Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals") an appropriate payment deduction will be made by the Contracting Officer.

(b) Off-Loading, Re-Loading, and Water Loading. Payment will be made for off-loading, reloading, and water loading on a per occurrence basis at the specified rates shown in Section B.

(c) Extended Ready Delivery Status. The Contractor will be paid at an hourly rate (rounded to the next full hour) specified in Section B for each authorized crew member whenever aircraft are **NOT** being loaded and the Agency requires ready delivery status in excess of the applicable normal working day hours (See Section F, Ready Delivery Status). The first 9 hours of Ready Delivery Status each day will be considered the normal operating day. Aircraft "being loaded" is determined at the time that a gallon of retardant enters the aircraft.

(d) Call-Up Outside Required Delivery Period. When required to be in Ready Delivery Status during the 45 day Pre-, Post-, or Optional Periods, a minimum of 3

days call-up is guaranteed. If during the pre-delivery, or post-delivery, or optional delivery periods less than 10,000 gallons of retardant is pumped in any day, a minimum of \$250 per day will be paid.

(e) Reimbursement for Mobilization and Demobilization Costs

(1) When service is ordered outside of the required delivery period (pre-delivery, post-delivery, and optional delivery periods) and there is a break in service, the Government will reimburse the Contractor for all necessary and reasonable costs on an actual cost basis for the mobilization and demobilization costs associated with the personnel needed to deliver fire retardant into the aircraft.

(2) Such costs may include, but are not limited to, airline or bus fares, small aircraft usage, vehicle mileage, and telephone calls.

(3) Claims for reimbursement shall be supported by itemized invoices and shall be submitted to the designated payment office.

### **G-3 PAYMENT PROCEDURES**

(a) The Cumulative Retardant Use/Payment Summary shall be used for payment processing (See Section J). The Retardant Use Record and/or Retardant Inventory/Use Worksheet shall support each payment summary.

(b) Payment will be processed about the first day and sixteenth day of each month.

(c) Upon completion of the Required Delivery Period and any extensions thereof, final payment will not be made until the Government furnished property has been returned and a Contract Release has been furnished. The final payment shall be accompanied by a Contract Release and Transfer of Property Forms.

(d) Payments will be made by the Administrative Unit for each airtanker base.

### **G-4 ECONOMIC PRICE ADJUSTMENT -- LONG-TERM FIRE RETARDANT DELIVERY CONTRACTS (Applicable only to renewals)**

Contract rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the contract work. The increases or decreases used in establishing the contract rates will be those indicated by the changes in the following price indexes:

(a) Producer Price Index, Finished Goods.

Commodity Group 06 - Chemicals and Allied Products

Actual percentage change applicable to 80 percent of contract unit prices.

(b) Employment Cost Index, Total Compensation

Good Producing - Manufacturing

Actual percentage change applicable to 20 percent of contract unit prices.

In the event that a substantial revision to the method of calculating an Index is used by the Bureau of Labor Statistics, U.S. Department of Labor, or if the Index is discontinued, the Contracting Officer will select a comparable Index for use under the contract. The Index chosen will be either a current Index in use or a comparable Index prepared by the Bureau of Labor Statistics, U.S. Department of Labor, prepared at the request of the Contracting Officer.

The newly adjusted rates will become effective at the time contract renewal is exercised. The basis for establishing the new rates will be the changes in the Index over the calendar year (December-to-December) immediately prior to the year in which the adjustment occurs.

The rates will be derived by multiplying the actual percentage changes in the two indexes times the rates in effect for the calendar year immediately preceding the calendar year in which the adjustment becomes effective. The results will be added to or subtracted from the contract rates to become the newly adjusted rates. Any increase will not exceed 15 percent of the rate being adjusted and the aggregate change over the life of the contract including renewals, shall not exceed 30 percent of the initial contract rates.

The rates to be adjusted are the contract rates for gallons of retardant delivered into the airtanker.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES**

- I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**
- I-2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7) (JUL 1995)**
- I-3 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JUN 1997)**
- I-4 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**
- I-5 MATERIAL REQUIREMENTS (FAR 52.211-5) (OCT 1997)**
- I-6 REQUIREMENTS (FAR 52.216-21) (OCT 1995) (USDA-Forest Service Modified for this Contract)**
- I-7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**
- I-8 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)**
- I-9 SMALL, BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (OCT 1999) (ALT I JAN 1999)**
- I-10 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (FAR 52.222-4) (JUL 1995)**
- I-11 WALSH-HEALEY PUBLIC CONTRACTS ACT (FAR 52.222-20) (DEC 1996)**
- I-12 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997) ALT I (JUL 1995)**
- I-13 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)**
- I-14 DRUG-FREE WORKPLACE (FAR 52.223-6) (JAN 1997)**
- I-15 TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14) (OCT 1996)**
- I-16 BUY AMERICAN ACT--SUPPLIES (FAR 52.225-3) (JAN 1994)**
- I-17 FEDERAL, STATE, AND LOCAL TAXES (FAR 52.229-3) (JAN 1991)**

- I-18 PAYMENTS (FAR 52.232-1) (APR 1984)**
- I-19 DISCOUNTS FOR PROMPT PAYMENT (FAR 52.232-8) (MAY 1997)**
- I-20 EXTRAS (FAR 52.232-11) (APR 1984)**
- I-21 ASSIGNMENT OF CLAIMS (FAR 52.232-23) (JAN 1986)**
- I-22 PROMPT PAYMENT (FAR 52.232-25) (JUN 1997)**
- I-23 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-34) (MAY 1999)**
- I-24 SPECIAL ELECTRONIC FUNDS TRANSFER INSTRUCTIONS**
- I-25 DISPUTES (FAR 52.233-1) (DEC 1998) (ALT I) (DEC 1991)**
- I-26 PROTEST AFTER AWARD (FAR 52.233-3) (AUG 1996)**
- I-27 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-3) (APR 1984)**
- I-28 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)**
- I-29 BANKRUPTCY (FAR 52.242-13) (JUL 1995)**
- I-30 CHANGES--FIXED-PRICE (FAR 52.243-1) (AUG 1987)**
- I-31 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)**
- I-32 GOVERNMENT FURNISHED PROPERTY (SHORT FORM) (FAR 52.245-4) (APR 1984)**
- I-33 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (FAR 52.246-17) (APR 1984)**
- I-34 LIMITATION OF LIABILITY (FAR 52.246-23) (FEB 1997)**
- I-35 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (FAR 52.249-2) (SEP 1996)**
- I-36 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52.249-8)(APR 1984)**
- I-37 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

CLAUSE	DATE	TITLE
(FAR 52.202-1)	(OCT 1995)	DEFINITIONS
(FAR 52.203-3)	(APR 1984)	GRATUITIES
(FAR 52.203-5)	(APR 1984)	COVENANT AGAINST CONTINGENT FEES
(FAR 52.203-6)	(OCT 1995)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(FAR 52.203-8)	(JAN 1997)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
(FAR 52.203-10)	(JAN 1997)	PRICE OR FEE ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY
(FAR 52.204-4)	(JUN 1996)	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
(FAR 52.209-6)	(JUL 1995)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(FAR 52.210-5)	(MAY 1995)	NEW MATERIALS
(FAR 52.210-7)	(MAY 1995)	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER SURPLUS GOVERNMENT PROPERTY
(FAR 52.214-26)	(OCT 1997)	AUDIT AND RECORDS--SEALED BIDDING
(FAR 52.214-27)	(OCT 1995)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS--SEALED BIDDING
(FAR 52.214-28)	(OCT 1997)	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING
(FAR 52.214-29)	(JAN 1986)	ORDER OF PRECEDENCE - SEALED BIDDING
(FAR 52.222-21)	(FEB 1999)	PROHIBITION OF SEGREGATED FACILITIES
(FAR 52.222-26)	(FEB 1999)	EQUAL OPPORTUNITY
(FAR 52.222-35)	(APR 1998)	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA VETERANS

<b>CLAUSE</b>	<b>DATE</b>	<b>TITLE (CONTINUED)</b>
(FAR 52.222-36)	(JUN 1998)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(FAR 52.222-37)	(JAN 1999)	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM WAR
(FAR 52.223-2)	(APR 1984)	CLEAN AIR AND WATER
(FAR 52.225-9)	(JAN 1994)	BUY AMERICAN ACT-TRADE AGREEMENTS ACT-- BALANCE OF PAYMENTS PROGRAM
(FAR 52.225-11)	(OCT 1996)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(FAR 52.225-13)	(JUL 2000)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(FAR 52.227-1)	(JUL 1995)	AUTHORIZATION AND CONSENT
(FAR 52.227-2)	(AUG1996)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(FAR 52.228-5)	(SEP 1989)	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
(FAR 52.228-7)	(APR 1984)	INSURANCE -- LIABILITY TO THIRD PERSONS
(FAR 52.229-5)	(APR 1984)	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
(FAR 52.232-17)	(JUN 1996)	INTEREST
(FAR 52.245-1)	(APR 1984)	PROPERTY RECORDS
(FAR 52.245-11)	(APR 1984)	GOVERNMENT PROPERTY (FACILITIES USE)
(FAR 52.245-19)	(APR 1984)	GOVERNMENT PROPERTY FURNISHED "AS IS"
(FAR 52.253-1)	(JAN 1991)	COMPUTER GENERATED FORMS

**PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**EXHIBIT J-1: FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIP	AGENCY OWNED MIXING EQUIP	AGENCY OWNED STOR TNKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STOR AVAIL	# of PITS	# PITS SIM LOADS	DAILY PEAK DEMND
Northern Geographic Area (R-1)												
BLM	Billings, MT (01)	NONE	NONE	3-10,000 gal. 2-5,000 gal.	1-3,200 gal polyethylene off load tank. One backup gasoline pump, check valves, butterfly valves & airtanker base tools. 1-micro motion meter	Recirculation system required. Contractor responsible for phone connections.	Agency supplied 3 phase, 400 amp, 208 volt panel at mixing/storage pad. Panel wired for 25hp Nema 3 & 30 hp Nema 4 pumps. Contractor required to supply all electrical components and expertise for the required mixing & loading of retardant from provided panel to the pumps, meters & mixers.	Agency supplied water to mixing site.		2	1	100,000
FS	Helena, MT (02)	NONE	NONE	NONE		Contractor to furnish 3,000 gallon off load tank; 1 micro motion meter (DRT/DMS readout) Contractor responsible for its plumbing & wiring and Gas pump.	110 power is only available. Contractor shall furnish all meter bases, wiring harness & lines from meter base to mixing plants. Contractor shall provide electrical service and make payment in its company's name.	<b>Agency supplied water-a fire hydrant with 6" irrigation pipe to base site. Contractor shall furnish a hook up from 6" irrigation pipe to mixing equipment.</b>	Not available. Base is leased, equipment will have to be moved during off season unless arrangements are made w/ Helena Regional Airport Manager: Ron Mercer (406) 442-2821.	2	1	100,000

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIP	AGENCY OWNED MIXING EQUIP	AGENCY OWNED STOR TNKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STOR AVAIL	# of PITS	# PITS SIM LOADS	DAILY PEAK DEMND
Rocky Mountain Geographic Area (R-2)												
BLM	Grand Junction, CO (03)	NONE	NONE There is a 10' rise over 30' from mixing pad to manifold at pit 1. Pit 2 is located 325' from pit 1. An 8" manifold is utilized.	1-5,000 gal water tank	2-micro motion meters & printers.	Recirculation system required. An off load tank is NOT required	Agency supplied 3 phase, 600 amp. Contractor required to supply all electrical components & expertise for the required mixing & loading from provided panel to pumps & mixers. 3 phase electrical pumps required. 2- 3phase pumps can be operated simultaneously from panel.	Agency supplied water from hydrant off 8" line.	Storage area for dry powder is limited.	2	2	150,000
Southwestern Geographic Area (R-3)												
FS	Albuquerque, NM (04)	NONE	NONE	NONE	Approximately 20' hose from micro motion meter to the hook-up for the underground manifold. 1-micro motion meter.	Contractor to furnish 3,000 gallon off load tank.	Agency supplied 115 volt. (220 not available)	Agency supplied water must be shared by other users. Washdown area with portable high pressure pump available for contract use. 2,000 gallon water holding tank for washdown of spills & aircraft is available. Contractor is responsible for all plumbing from on site water source to mixing station and into tanks.	8' x 10' of a 50' x100' fenced storage area is available for contractor's use.	2	1	150,000
FS	Ft. Huachuca, AZ (05)	NONE	NONE	NONE		Contractor to furnish 4,000 gallon off load tank w/ capability to off load tanker; 1 micro motion meter (DRT/DMS readout). Contractor responsible for its plumbing & wiring.	Agency supplied 3 phase, XX amp, 220 volt available.	Agency supplied water from 2 1/2" water main.	Sufficient for supplies and leftover product.	2 + 1 SEAT	1	150,000

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIP	AGENCY OWNED MIXING EQUIP	AGENCY OWNED STOR TNKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STOR AVAIL	# of PITS	# PITS SIM LOADS	DAILY PEAK DEMND
FS	Prescott, AZ (06)	NONE	NONE	NONE	2-micro motion meters, wash down hoses & nozzle. An Off Load Tank is NOT required.		Power (gas, electric etc) for mixing and pumping operations shall be supplied by Contractor. Fuel storage for power units must comply w/EPA, state & local codes.	Agency supplied water 4" main.	Office area, storage room & outside storage shed is available for Contractor's use.	2	1	200,000
FS	Winslow, AZ (07)	NONE	NONE Mixing & storage equipment & pumps must be placed inside containment wall in plant area.	1-5,850 gal water. 1-9,700 gal retardant	1 micro motion meter. 1 manifold.	Minimum capacity of 3,000 gal off load tank. 4-50' loading hoses. 1 loading pump, 400 gpm min 500 gpm max. 1 back-up loading pump. 1 off load pump.	3 phase, 480 volt, 4 wire, 600 amp power panel is located in the plant area. The Contractor shall be responsible for all conduit, boxes, panels, switching and wiring not already in this panel. Contractor responsible for the cost of electricity used through this system.	Agency supplied water delivered to a 5850 gal tank at 650 gpm, and must be shared with other users. Contractor responsible for all plumbing from the on site water source to the mixing station and into the storage tank and must comply with city health codes.	Limited indoor over-winter storage available. Office area & small storage shed are available for contractor use.	3	1	170,000
BLM	Battle Mountain, NV (08)	NONE. Space for storage of dry powder limited & on gravel surface. (a tank containment wall/ditch inhibits forklift accessibility to the tank farm)	NONE Space at mixing area will not accommodate one 22 ton truck load.	1-6000 gal off load tank <b>1-10,000 gal storage tank</b>	2-3 phase elec. Pumps, manifold, various valves & tools. 1-micro motion meter.	Recirculation system required.	3 phase, 225 amp, <b>240 volt</b> , power supplied to mixing area. Contractor required to supply all electrical components & expertise for the required mixing & loading of retardant from the sub panel provided to the pumps, meters & mixers.	<i>Agency supplies water but sufficient water storage for retardant demand is contractor responsibility. Agency supplied water from 3" line to well @ 60 to 85 gpm</i>	Space for dry powder storage & mixing operations is limited. Storage space for dry product needed on hand is very limited, one order of 22 tons will not fit at the current tank farm. No agency supplied over winter storage space for dry powder	2	1	130,000

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIP	AGENCY OWNED MIXING EQUIP	AGENCY OWNED STOR TNKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STOR AVAIL	# of PITS	# PITS SIM LOA DS	DAILY PEAK DEMND
Great Basin Geographic Area (R-4)												
FS	Boise, ID (09)	NONE	NONE	1-4,000 gal off load tank.	2-Loading 650gpm pumps w/ electric motor. 3-Loading hoses complete w/camlock fittings & dollies.	Provide retardant storage & off load to meet peak demand. Contractor shall provide own phone; 1 Micro motion meter (DRT/DMS readout); Contractor responsible for its plumbing & wiring.	Agency provided 200 amp, 220 volt electrical.	Agency supplied water from 3" water main available	Uncovered storage available.	3	1	100,000
BLM	Cedar City, UT (10)	Space for storage of dry powder limited at site. Dry powder storage will not accommodate one 22 ton truck load. Fork lift operations would occur on dirt.	NONE	1-15,000 gal water. 4-10,000 gal retardant.	2-backup gasoline pumps, manifold, extra valves & tool trailer. 2-micro motion meters.	Recirculation system required.	Agency supplied 120/220 electrical. Sub panel cannot accommodate 3 phase pumps.	Agency supplied water from 4" line to mixing site.	No agency supplied overwinter storage space for dry powder	1	1	100,000
FS	Hill AFB, UT (SLC) (11)	Containment wall surrounds the mixing area, which prevents forklift access.	None	None	2-micro motion meters	3,000 gallon off-load tank wet concentrate products needed. Contractors' personnel are required to obtain ID's and Flightline drivers licenses.	Agency supplied 200 amp (110 & 220 volt)	Agency supplied 4" water main.	No dry product storage area available. A concrete pad approx. 40' X 50' for the mixing, tanks, and storage of equipment.	2	2	75,000
BLM	Pocatello, ID (12)	Site for mixing & retardant storage is 50' x 60' concrete pad surrounded by 14' tall 6" thick concrete wall which prevents forklift access. Space very limited on the pad for any added equipment.	Dry product storage space at mixing pad not available.	1-10,000 gal water. 2 -10,000 gal retardant.	One 15hp 3-phase loading pump. One 15hp 3 phase back up loading pump. 2-loading hoses. Manifold. Valves in system. 1-micro motion meter.	5,000 gal off load tank required. Recirculation system required.	Agency supplied 3-phase, 225 amp 120/240 volt power used for loading pump scheduled for Oct '00. Current panel & service to mixing pad is at maximum capacity.	Agency supplied water to mixing site.	No agency supplied overwinter storage space for dry powder. Flight crew & fire fighter stand-by area not for retardant storage.	2	1	110,000

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIP	AGENCY OWNED MIXING EQUIP	AGENCY OWNED STOR TNKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STOR AVAIL	# of PITS	# PITS SIM LOADS	DAILY PEAK DEMND
BLM	Stead, NV (13)	None	None	None	1 Micro-motion meter One manifold.	3,000 gal. off load tank	<b>Agency supplied electricity.</b> <b>Will be setup for 480 volt,</b> 3 phase, 300 Amp Power. Service Entrance available at the pad. Power is being installed. Contractor to provide electrical hookup. Only electrical pumps will be used for primary aircraft loading pump.	<b>Agency supplied water.</b> Contractor to provide water hookup. Water is available at the pad.	Dry product storage area not available at mixing pad. Storage of dry product and associated equipment during operations and off-season must be agreed upon by base managers prior to operations	2	1	150,000
BLM	Minden, NV (14)	None	None	None	1 Micro-motion meter One manifold.	Contractor to furnish 3,000 gallon off load tank.	<b>Contractor to provide electrical hookup, electricity is billed to contractor. Only electrical pumps will be used for primary aircraft loading pump.</b> 480 volt, 3 phase, 200 amp Power available at the pad.	Contractor to provide water hookup, water is billed to contractor. Water is available at the pad, meter and other equipment supplied by contractor	Dry product storage area not available at mixing pad. Storage of dry product and associated equipment during operations and off-season must be agreed upon by base managers prior to operations	2	1	150,000
Pacific Southwest Geographic Area (R-5)												
FS	Chester, CA (15)	Forklift	NONE	1-22,000 gal Retardant tank. 2-10,000 gallon water tanks	3-micro-motion meters. Loading pumps.	20,000 wet storage. Batch mixer & transfer pumps	3 phase, 400 amps, 480 volt (capacity for 7 pumps)	Agency owned from 6" main.	None. Possible space for temporary storage building.	3	3	120,000

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIP	AGENCY OWNED MIXING EQUIP	AGENCY OWNED STOR TNKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STOR AVAIL	# of PITS	# PITS SIM LOADS	DAILY PEAK DEMND
FS/CDF	Chico, CA (16)	NONE	NONE	65' x 60' concrete pad available for mixing & storage tanks. 38' x 18' for off load tank.	3-micro motion meters.	Contractor shall supply all tanks including 6,000 gal off load tank which contractor shall plumb below grade to edge of pit #3, approx 95' pipe run.	Agency supplied 3-phase, 400 amp, 480 volt power.	Agency supplied water, 4" main.	60' x 50' concrete & compacted rock available for dry retardant storage.	4	3	170,000
FS/CDF	Fresno, CA (17)	Forklift	NONE	NONE	100' x 100' concrete mixing pad, one 3-phase, 500 gpm, 208 volt water boost pump. Various hoses, fittings and water boost pump.	Contractor to furnish 6,000 gallon off load tank. 2-micro motion meters w/ readouts in office and on retardant pad. 4-flow meters to be placed at the end of hose at each of 4 pits.	Agency supplied 3-phase, 400 amp, 440 volt panel. Contractor to provide electrical service in their name. Existing meter provided by agency. H40	Agency supplied water.		4	2	300,000
CDF	Grass Valley, CA (18)	NONE	NONE	1200 gal minimum storage tank.	4" water & retardant plumbing from transfer pump area to each loading pit. Shared office space in air base building. Common areas in workshop. 3 micro motion meters.	Off load & reload capability continuous flow loading & storage necessary to load 20,000 gal/hr, 400-500 gpm, 3 pits simultaneously.	Agency provides 3 control units of 100 amp, 600 volt 3 phase and 1 control unit 100,amp, 600 volt, 3 phase, 75 hp.	Agency provided water to mix site non boosted w/18lbs head pressure through 4" main.	Concrete & asphalt pads 34' x 57' for mixing, 40' x 62' for storage.	3	3	120,000
FS	Lancaster, CA (Fox) (19)	Plumbing from storage tanks & loading manifolds. All underground facilities.	NONE	1- 3,000 gal off load tank. 3- 40,000 gal retardant. 1- 3,000 gal water. 1- 10,000 gal water storage. 1- 2,000 water surge.	1- 75 hp electric loading pump. Office space, garage and workshop provided. 5 Micro motion meters.		Agency provided electricity. (75hp 3 phase, 184/92 amp, 230/460 volt. 60hp 3phase 100/50 amps) Contractor shall provide all connections from power supply to pumps.	Agency provided water.	Yes, uncovered.	5	5	300,000

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIP	AGENCY OWNED MIXING EQUIP	AGENCY OWNED STOR TNKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STOR AVAIL	# of PITS	# PITS SIM LOADS	DAILY PEAK DEMND
FS/CDF	Ramona, CA (20)	None	None	None	Containment basin with sand, oil separator. Contractor responsible for cleanup of spills to include proper disposal of spilled retardant & proper treatment.	6,000 gal. off load tank. 4-micro motion meters at loading risers. All pumps shall fill each riser w/own pump. Tanks shall be placed on existing concrete pads.	Contractor shall furnish all meter bases, wiring harness & lines from meter base to mixing plants. Contractor shall provide electrical service and make payment in its company's name.	Agency supplied water. 4 inch line.	Storage area for dry powder is limited. Area adjacent to mixing facility & tanks can accommodate about 50 tons.	4	4	150,000
FS/CDF	Redding, CA (21)	NONE	NONE	NONE	2 micro motion meters. Office space, use of repair shop area.	Contractor needs to supply 8,000 gal off load tank, storage tanks, manifold, forklift phone and pay phone bill in contractor's name.G9	3 phase, 480 volts, 400 amps provided to mixing pad. Electric bill to be paid in contractor's name.	Water main 3", 650 gpm provided to mixing pad. Water bill to be paid in contractor's name.	80 'X 120' concrete pad for mixing and storage equipment.	4	2	290,000
FS	(Goleta) Santa Barbara, CA (22)	NONE	NONE	NONE	3 micro motion meters, manifold.	Tanks, pumps, loading hoses, forklift, phone, storage container/shed, office, water, flammable storage.	120 volt, paid by contractor.	4" main, 350-400 gpm, contractor pays for water.	None	3 if S2's. 2 if larger aircraft.	3 if S2's. 2 if larger aircraft.	200,000
FS	San Bernardino, CA (Norton) (23)	NONE	NONE	NONE	Containment basin. Workshop. Garage. Agency to obtain NPDES permit to use storm drain at mix site for wash down. Contractor responsible for cleanup of spills to include proper disposal of spilled retardant & proper treatment.	10,000 gal Off Load Tank. 4-micro motion meters at loading risers w/readout info available on the hose and pads. All pumps shall be electric except for back up pumps. Tanks shall be placed on existing concrete pad.	Agency furnished 3-phase, 227/480 volt, 600 amp electric panel to mix site work shed. Contractor shall provide all wiring & receptacles to the work shed & all wiring from panel to operation. Agency provided electric meter. Contractor to have service in their name.	Agency furnished water, 600 gpm @ 45psi to mix site work shed w/reduced pressure backflow prevented. Agency provided water meter. Contractor to have service in their name.	Dry product storage, uncovered, is available.	4	4	300,000
<p>**The permanent airtanker base facility is in the final stages of planning and design. It is projected that the new facility will be completed some time in 2001. <b>Contractor will be setting up at the new facility.</b> Completion of the project may require a modification of the contract. It is very likely the Agency will require additional contractor furnished property such as manifolds, pumps, plumbing, micro motion meters, etc.</p>												
FS	Stockton, CA (24)	NONE	NONE	NONE	2 micro motion meters <b>Contractor responsible for cleanup of spills to include proper disposal of spilled retardant and proper treatment</b>	Contractor leases base.	<b>In the past we have had 3 phase, 240 volts, 400 amps provided to mixing pad by contractor.</b> Electric bill to be paid in contractor's name.	<b>Available - 4" main.</b> Plumping from main to mixing & loading pad provided by contractor. Contractor to have service in their name.		3	2	140,000

**EXHIBIT J-2: 1990-1999 LONG TERM RETARDANT USE 10 YEAR AVERAGE  
FULL SERVICE CONTRACT BASES**

BID ITEM	AGENCY	BASE	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	10 YR AVG
<b>Northern Geographic Area (R-1)</b>													
1	BLM	Billings, MT	56,500	141,150	84,224	0	230,350	80,000	351,657	24,715	62,343	182,831	121,377
2	FS	Helena, MT			160,325	0	328,118	57,113	111,135	54,945	67,367	151,810	116,352
<b>Rocky Mountain Geographic Area (R-2)</b>													
3	BLM	Grand Junction, CO	443,510	79,350	25,928	225,000	1,723,369	344,698	1,442,060	198,246	65,912	186,603	473,468
<b>Southwestern Geographic Area (R-3)</b>													
4	FS	Albuquerque, NM	324,544	291,780	5,430	179,125	341,544	59,610	985,956	70,880	366,445	285,150	291,046
5	FS	Ft. Huachuca, AZ	334,500	55,703	55,703	405,632	803,538	382,000	268,958	291,118	140,000	398,278	313,543
6	FS	Prescott, AZ	156,273	51,951	34,300	443,349	538,288	864,250	954,541	116,791	89,771	264,964	351,448
7	FS	Winslow, AZ	667,820	107,830	39,135	242,944	203,101	237,277	816,272	61,705	60,707	207,586	264,438
<b>Great Basin Geographic Area (R-4)</b>													
8	BLM	Battle Mountain, NV	24,000	75,000	195,714	101,083	477,832	353,736	1,066,132	110,867	249,276	1,767,404	442,104
9	FS	Boise, ID	251,200	141,710	945,700	23,400	2,802,650	392,000	1,012,100	173,242	362,000	353,628	645,763
10	BLM	Cedar City, UT	169,000	59,000	0	34,503	385,333	226,135	1,302,454	281,311	395,942	601,347	345,503
11	FS	Hill AFB, UT (SLC)			67,350	11,100	400,460	118,622	439,249	59,423	165,856	270,350	191,551
12	BLM	Pocatello, ID	134,400	139,500	303,682	15,000	626,471	189,194	688,601	50,559	530,908	867,236	354,555
13	BLM	Stead, NV	312,725	66,850	193,058	0	1,351,450	59,200	431,146	177,671	142,950	972,000	370,705
14	BLM	Minden, NV	155,984	29,200	229,894	68,910	884,167	132,183	514,625	79,650	61,250	572,125	272,799
<b>Pacific Southwest Geographic Area (R-5)</b>													
15	FS	Chester, CA	310,000	217,500	275,000	206,700	816,200	189,850	585,575	34,450	103,350	821,500	356,013
16	CDF	Chico, CA	420,000	143,364	620,000	80,000	1,024,540	243,120	385,053	187,849	161,782	1,330,304	459,601
17	FS	Fresno, CA	872,750	290,800	971,000	191,578	932,759	258,000	1,933,335	1,568,501	143,596	618,987	778,131
18	CDF	Grass Valley, CA			328,375	167,533	439,662	158,402	888,223	179,270	75,882	316,265	319,202
19	FS	Lancaster, CA (Fox)	400,000	337,000	456,400	1,098,450		620,000	172,250		397,350	506,090	498,443
20	FS	Ramona, CA	600,000	356,375	637,250	908,790	652,464	1,805,000	96,000	665,651	441,000	921,772	708,430
21	FS/CDF	Redding, CA	1,230,000	474,572	1,756,400	222,120	1,291,927	291,079	1,008,104	559,081	222,908	1,737,845	879,404
22	FS	Santa Barbara, CA		52,578	482,398	1,806,241	382,535	174,000	311,979	408,744	570,000	641,053	536,614
23	FS	San Bernardino, CA (Norton)									308,328	1,240,087	774,208
24	FS	Stockton, CA		45,902	1,079,844	2,053	328,043	175,462	554,783	16,796	0	200,051	266,993

**J-3: 2000 RETARDANT BASE CONTACT LIST  
FULL SERVICE CONTRACT BASES**

	BASE	ID	BASE MANAGER	PHONE	COR	PHONE	NOTES
<b>Northern Geographic Area (R-1)</b>							
BLM	Billings, MT	BIL	Dan Boechler	406 657-6602	Mark Bickham	406 657-5989	
FS	Helena, MT	HLN	Don McKinnon	406 449-5475	Don McKinnon	406 449-4575	
<b>Rocky Mountain Geographic Area (R-2)</b>							
BLM	Grand Junction, CO	DRO	Tom Cary	907 257-4800	Ron Meyer	303 239-3809	
<b>Southwestern Geographic Area (R-3)</b>							
FS	Albuquerque, NM	ABQ	Anell Berry	505 846-7408	Jerome McDonald	505 761-4650	
FS	Ft. Huachuca, AZ (Libby AFB)	FHU	Bill Parks	520 378-0311	Larry Eppler	520 670-4555	
FS	Prescott, AZ	PRC	Charles Allen	520 771-6190	Charles Allen	520 771-6190	
FS	Winslow, AZ	INW	Jerry Sullivan	520 289-2202		520 289-2202	
<b>Great Basin Geographic Area (R-4)</b>							
BLM	Battle Mountain, NV	BAM	Shauna McIntosh-Harris	775 635-5160	Greg Gall	775 861-6535	
FS	Boise, ID	BOI	Dean Moffis	208 387-5664	Dane Lee	208 384-3386	
BLM	Cedar City, UT	CDC	Dennis Gregorkiewicz	435 586-5916	Mark Jones	801 539-4075	
FS	Hill AFB, UT (SLC)	hHIF	Lee Rackham	801 777-1469	Mike Monahan	801 524-3543	
BLM	Pocatello, ID	PIH	Bob Barnes	208 232-0169	Rob Collins	208 373-3853	
BLM	Stead, NV	STD	Greg Ball	775-861-6535			
BLM	Minden, NV	MIN	Greg Ball	775-861-6535			
<b>Pacific Southwest Geographic Area (R-5)</b>							
FS	Chester, CA	O05	Dan Kubota	530 258-5117	George Almond	530 258-5151	
CDF	Chico, CA	CIC	Keith Sorrels	530 895-6505	Jean Pincha-Tully	530 934-3316	
FS	Fresno, CA	FAT	Pat Basch	559 291-3473	Jim Boukidis	559 291-3473	
FS	Lancaster, CA (FOX)	WJF	Clay Myers	661 948-6082	Ken Duvall	661 423-8549	
FS	Ramona, CA	L39	Mark Marquette	760 789-1520	Ray Saucedo	909382-4974	
FS/CDF	Redding, CA	RDD	Cecil Stinson	530 226-2798	Cecil Stinson	530 226-2798	
FS	Santa Barbara, CA (Goleta)	SBA	Tony Duprey	805 967-0869	Lonnie Briggs	805 681-2722	
FS	San Bernardino, CA	SBD	Bob Will	909 382-4974	Ray Saucedo	909 382-4974	
FS	Stockton, CA	SCK	Frank Martin	209 982-5521	Larry Caplinger	209 532-3671	

### EXHIBIT J-4: RETARDANT INVENTORY/USE WORKSHEET

Retardant Base \_\_\_\_\_ Contractor \_\_\_\_\_ Gallons/Ton \_\_\_\_\_ Gallons/Pounds \_\_\_\_\_

Retardant Type \_\_\_\_\_ Contract No. \_\_\_\_\_ Inclusive Dates This period \_\_\_\_\_

RETARDANT DELIVERY		OTHER SERVICES				MISC DEBITS/ CREDITS		
DATE	*TONS DELIVERED	DATE	RE-LOAD	OFF-LOAD	WATER LOAD	DATE	AMOUNT	REMARKS
			\$	\$	\$		\$	
<b>TOTAL</b>		<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>		<b>\$</b>	<b>\$</b>

\*Truck Weight Invoices must accompany this worksheet

REMARKS: \_\_\_\_\_

#### INVENTORY SUMMARY

	Tons	Gal/Ton	Gallons		Gallons (Sub-total)	Gallons (Total)	Gallons (Grand Total)
A Bulk Retardant on Hand beginning of this period	_____ X _____		= _____				
B Mixed Retardant on Hand beginning of this period			= _____	+ _____			
<b>plus</b>							
C Total retardant delivered this period	_____ X _____		= _____	+ _____			
<b>less</b>							
D Bulk Retardant on Hand end of this period	_____ X _____		= _____	- _____			
E Mixed Retardant on Hand end of this period			= _____	= _____			
<b>GRAND TOTAL OF GALLONS FOR PAYMENT PURPOSES</b>							<b>\$ _____</b>



**EXHIBIT J-6  
USDA FOREST SERVICE  
CUMULATIVE RETARDANT USE/PAYMENT SUMMARY**

<b>1. FOREST/UNIT</b>	<b>2. BASE</b>		<b>4. CONTRACT NO., BID ITEM</b>
<b>5. CONTRACTOR</b>		<b>6. INCLUSIVE DATES THIS PERIOD</b>	<b>PAYMENT NO.</b>

**7. GALLONS USED THIS PERIOD** (from attached worksheet)

CATEGORY A	_____	GALS @	\$ _____	/GALS =	\$ _____
CATEGORY B	_____	GALS @	\$ _____	/GALS =	\$ _____
CATEGORY C	_____	GALS @	\$ _____	/GALS =	\$ _____
CATEGORY D	_____	GALS @	\$ _____	/GALS =	\$ _____

**TOTAL \$ \_\_\_\_\_**

**8. MISCELLANEOUS SERVICES**

<b>A</b> OFF-LOAD	_____	@ \$ 40.00	=	\$ _____
<b>B</b> RELOAD	_____	@ \$ 20.00	=	\$ _____
<b>C</b> LOAD WATER	_____	@ \$ 20.00	=	\$ _____
<b>D</b> EXTENDED HOURLY	_____	@ \$ 20.00	=	\$ _____
<b>*E</b> CALL-UP GUARANTEE	_____	@ \$ 250.00	=	\$ _____
<b>*F</b> MOBILIZATION/DEMOLIZATION	_____		=	\$ _____

(Actual cost, attach itemization)

\* Applicable during pre, post, and optional periods

**TOTAL \$ \_\_\_\_\_**

**9. DEDUCTIONS/CREDITS THIS PERIOD**

CORRECTION FOR	_____	GAL @ \$ _____	=	\$ _____
RETARDANT OUT	_____	GAL @ \$ _____	=	\$ _____
OF SPECIFIC	_____	GAL @ \$ _____	=	\$ _____
GRAVITY	_____	GAL @ \$ _____	=	\$ _____

**10. TOTAL PAYMENT THIS INVOICE**

**TOTAL \$ \_\_\_\_\_**

**11. RETARDANT AND PAYMENT SUMMARY**

	<u>PREVIOUS</u> <u>GALLONS</u>	<u>TOTAL</u> <u>AMOUNT</u>	<u>THIS PAYMENT</u> <u>GALLONS</u>	<u>AMOUNT</u>	<u>TOTAL TO DATE</u> <u>GALLONS</u>	<u>AMOUNT</u>
RETARDANT	_____	\$ _____	_____	\$ _____	_____	\$ _____
MISC SERVICES	_____	\$ _____	_____	\$ _____	_____	\$ _____
TOTALS	_____	\$ _____	_____	\$ _____	_____	\$ _____

**12. GROSS TOTAL PAID TO DATE**

\$ \_\_\_\_\_

<b>13. APPROVED FOR THE UNITED STATES OF AMERICA</b> COR Signature and Date	<b>14. APPROVED FOR THE CONTRACTOR</b> Signature and Date (Optional)
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USDA Forest Service

Washington Office

Fire & Aviation Management

12/16/99 amended 10/26/2000

**EXHIBIT J.7 Fire Chemicals**  
(Qualified or Approved and commercially available)

Chemical	Viscosity <sup>1</sup>	Mix Ratio	Status	Qualified/Approved Applications <sup>2</sup>			
				Fixed-Wing Airtanker	Fixed-Tank Helicopter	Helicopter Bucket	Ground Engine
<b>LONG-TERM FIRE RETARDANTS</b> (Qualified under Forest Service Specification 5100-304b)							
<b>Dry Concentrate</b>							
<b>Gum-thickened; Permanent or Temporary Base</b>							
Fire-Trol GTS-R	1000+	1.66 lb/gal	Qualified	?		?	
Phos-Chek D75-R	1000+	1.20 lb/gal	Qualified	?		?	
Phos-Chek D75-F	1000+	1.20 lb/gal	Qualified	?		?	
Fire-Trol 300-F	1000+	1.77 lb/gal	Qualified	?		?	
<b>Gum-thickened; Temporary Base</b>							
Phos-Chek 259-R	50-150	1.14 lb/gal	Qualified	?	?	?	?
Phos-Chek 259-F	50-150	1.14 lb/gal	Qualified	?	?	?	?
Phos-Chek G75-W	50-150	1.12 lb/gal	Qualified			?	?
Phos-Chek G75-F	50-150	1.12 lb/gal	Qualified	?		?	?
<b>Unthickened</b> - None available							
<b>Wet Concentrate</b>							
<u>Gum-thickened; Permanent or Temporary Base</u>							
Phos-Chek HV-F	1000+	3.6:1	Qualified	?		?	
Phos-Chek HV-R	1000+	3.6:1	Conditional <sup>3</sup>	o		o	
Phos-Chek HV-R	1000+	3.1:1	Qualified	?		?	
Phos-Chek MV-R	450-750	3.6:1	Conditional <sup>3</sup>	o		o	
Phos-Chek MV-F	450-750	3.7:1	Conditional <sup>3</sup>	o		o	
Phos-Chek LV-R	75-225	3.6:1	Conditional <sup>3</sup>	o		o	
<u>Unthickened; Permanent or Temporary Base</u>							
Fire-Trol LCA-R	10-25	5:1	Qualified	?		?	
Fire-Trol LCG-R	10-25	4.75:1	Qualified	?		?	
Fire-Trol 931-R	10-25	4.75:1	Conditional <sup>4</sup>	o		o	
Fire-Trol FTR	10-25	4.75:1	Conditional <sup>3</sup>	o		o	
Fire-Trol LCA-F	10-25	5:1	Qualified	?		?	
Fire-Trol LCG-F	10-25	4.75:1	Qualified	?		?	

<sup>1</sup> Based on supplier target viscosity, where known

<sup>2</sup> ? Fully Qualified      o Conditional Approval

<sup>3</sup> A monitor level field evaluation must be completed to upgrade product status to qualified. The evaluation will be scheduled when a product is selected for use.

<sup>4</sup> A monitor level field evaluation is in progress. Status will change to fully qualified following successful completion of the field test.

February 2000

## Long-Term Fire Retardant Characteristics and Mix Factors<sup>1</sup>

Retardant	Normal Use <sup>2</sup>	Quantity of powder or concentrate per gallon of water	Increase in volume	Quantity of powder or concentrate per gallon of mixed retardant	Mixed retardant per ton of powder or concentrate	Specific weight of mixed retardant	Viscosity of mixed retardant	Specific gravity of treated retardant	Refractometer reading of mixed retardant	Salt Content <sup>2</sup> of mixed retardant
		lb (gal)	percent	lb (gal)	gallons	lb/gal	centipoise			percent
<b>Liquid Concentrate, Unthickened</b>										
Fire-Trol LCA-R <sup>1</sup>	A/B	2.42 (.20)	17.6	2.06 (.17)	972	9.12	<50	1.090-1.105	13.0-15.0	7.5% APP
Fire-Trol LCG-R <sup>3</sup>	A/B	2.57 (.21)	19.3	2.17 (.18)	923	9.13	<50	1.090-1.103	14.0-16.0	7.9% APP
Fire-Trol 931-R <sup>6</sup>	A/B	2.50 (.21)	20.2	2.08 (.18)	962	9.00	<50	1.075-1.090	11.25-13.75	7.25% APP
Fire-Trol LCA-F <sup>4</sup>	A/B	2.39 (.20)	18.0	2.02 (.17)	989	9.07	<50	1.090-1.105	13.0-15.0	7.5% APP
Fire-Trol LCG-F <sup>5</sup>	A/B	2.54 (.21)	19.1	2.14 (.18)	933	9.12	<50	1.090-1.103	14.0-16.0	7.9% APP
<b>Fluid Concentrate, Gum-thickened</b>										
Phos-Check HV-R/F <sup>2</sup>	A/B	2.94 (.28)	26.5	2.33 (.22)	860	8.93	1000-1600	1.064-1.076	11.0-13.0	11.3% AS/MAP
Phos-Check MV-R <sup>7</sup>	A/B	2.94 (.28)	26.5	2.33 (.22)	860	8.93	450-750	1.090-1.076	11.0-13.0	11.3% AS/MAP
Phos-Check LV-R <sup>7</sup>	A/B	2.94 (.28)	26.5	2.33 (.22)	860	8.93	75-225	1.075-1.076	11.0-13.0	11.3% AS/MAP
<b>Gum-thickened, High Viscosity</b>										
Fire-Trol GTS-R	A/B	1.66	10.0	1.51	1325	9.07	1200-1800	1.087-1.107	15.0-18.25	14.2% AS
Phos-Check D75-R/F	A/B	1.20	6.9	1.12	1786	8.91	1000-1600	1.065-1.078	11.25-13.25	11.3% AS/MAP
Fire-Trol 300-F	A/B	1.77	11.0	1.60	1250	9.12	1200-1800	1.086-1.106	15.0-18.25	14.2% AS
<b>Gum-thickened, Low Viscosity</b>										
Phos-Check 259-F	A/H/B/G	1.14	6.3	1.07	1869	8.90	75-250	1.063-1.074	12.25-14.5	10.9% DAP
Phos-Check G75-F/W	B/G	1.12	6.7	1.05	1907	8.85	60-250	1.055-1.067	10.25-12.25	11.2% AS/MAP

- 1 Consult your agency manuals and guidelines for specific product availability.
- 2 A - Fixed-wing aircraft; H - Fixed-tank helicopter; B - Helicopter bucket; G - Ground engine.
- 3 MAP - Monoammonium phosphate; DAP - Diammonium phosphate; AS - Ammonium sulfate; APP - Ammonium polyphosphate.
- 4 The specific weight of concentrate is 12.10 lb/gal for LCA-R and 11.94 lb/gal for LCA-F. Mix ratio is 5:1.
- 5 The specific weight of concentrate is 12.25 lb/gal for LCG-R and 12.10 lb/gal for LCG-F. Mix ratio is 4.75:1.
- 6 The specific weight of concentrate is 11.88 lb/gal. Mix ratio is 4.75:1.
- 7 The specific weight of concentrate is 10.58 lb/gal for HV-R, HV-F, MV-R, and LV-R. Mix ratio is 3.6:1.

**EXHIBIT J-9 ATTACHMENTS BY REFERENCE**

The referenced material may be requested through the Contracting Officer.

SPECIFICATION 5100-304b, January 2000  
LONG-TERM RETARDANT FOREST FIRE, AIRCRAFT OR GROUND  
APPLICATION

LOT ACCEPTANCE, QUALITY ASSURANCE, AND FIELD QUALITY CONTROL  
FOR FIRE RETARDANT CHEMICAL, NFS 1245 (PMS 444-1)

USER/PROCUREMENT MANUAL FOR RETARDANT MEASUREMENT MASS  
FLOWMETER