

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

CONTRACT NO.: AG-024B-C-14-9043

PROJECT: NATIONAL MOBILE RETARDANT BASES

CONTRACTOR: ICL PERFORMANCE PRODUCTS LP
10667 JERSEY BLVD
RANCHO CUCAMONGA, CA 91730

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AWARDING OFFICE: U.S. FOREST SERVICE - CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
3833 SOUTH DEVELOPMENT AVE, MS 1100
BOISE, ID 83705-5354



KELLEN LOGAN
CONTRACTING OFFICER

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER		PAGE 1 OF 69	
2. CONTRACT NO. AG-024B-C-14-9043	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-024B-S-14-9002
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MICHAEL McFARLANE	6. SOLICITATION ISSUE DATE March 18, 2014
		b. TELEPHONE NUMBER (No collect calls) (208) 387-5695	8. OFFER DUE DATE/ LOCAL TIME April 10, 2014 2:00 PM MDT

9. ISSUED BY U.S. FOREST SERVICE, CONTRACTING NATIONAL INTERAGENCY FIRE CENTER OWYHEE BUILDING – MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354	CODE	10. THIS ACQUISITION IS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100% FOR:
		<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
		<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> ECONOMICALLY DISADVANTAGED NAICS: 115310
		<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB)
			SIZE STANDARD: \$17.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
		See Block 9	

17a. CONTRACTOR/ OFFEROR ICL Performance Products LP 10667 Jersey Blvd Rancho Cucamonga, CA 91730	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS – CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109
TELEPHONE NO. 909-983-0772	NINE-DIGIT DUNS NO. 08-5271638		

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM.
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B (ATTACHED) MOBILE RETARDANT BASES ALL VARIETIES				

25. ACCOUNTING AND APPROPRIATION DATA 1325 WGE5XJ 2541	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$10,000.00
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) KELLEN LOGAN
--	---

30b. NAME AND TITLE OF SIGNED (Type or print) Edward Goldberg, Business Director	30c. DATE SIGNED 4/1/14	31b. NAME OF CONTRACTING OFFICER (Type or print) 	31c. DATE SIGNED 4/8/14
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B. Z. ...

LEGAL REVIEW

**SECTION B
 SCHEDULE OF ITEMS**

B.1 SCHEDULE OF ITEMS

- (a) Contractors shall complete the Schedule of Items below for all five (5) years for all equipment offered.
- (b) The Contractor shall provide 24 hour contact information and shall indicate if texting is acceptable as a form of contact by checking the “Accepts Texts” box.
- (c) The Contractor shall provide the number of units available for each Mobile Retardant Base type and may limit the number of units available in total or units that may be available at any one time.
- (d) The Contractor is responsible for providing the Contracting Officer with changes to the information below.
- (e) Each awardee is guaranteed orders in the amount of \$10,000 over the life of this contract in accordance with paragraph C.9, 52.216-22. Failure of a Contractor to become available for an order will result in a reduction in the Guarantee due equal to the amount of the order that was not accepted by the contractor.

B.2 24 HOUR CONTACT INFORMATION FOR ORDERS:

Office: 805-559-1904 or 208-651-6853

Accepts Texts

MOBILE RETARDANT BASE	NUMBER OF UNITS	LOCATION OF UNITS
CLIN 1.a MRB-AT	9*	Post Falls, ID; McClellan, CA; Victorville, CA; Phoenix, AZ
CLIN 2.a MRB-VLAT	5*	Post Falls, ID; McClellan, CA; Victorville, CA; Phoenix, AZ
CLIN 3.a MRB-H	9*	Post Falls, ID; McClellan, CA; Victorville, CA; Phoenix, AZ
CLIN 4.a MRB-SEAT	13*	Post Falls, ID; McClellan, CA; Victorville, CA; Phoenix, AZ
CLIN 5.a MRB-Trailer	4*	Post Falls, ID; McClellan, CA; Victorville, CA; Phoenix, AZ

**see attached list of MRB Units.*

CLIN X.17 – Extended Standby will be paid at the rate of \$32.00 per hour for each authorized crewmember when services are ordered beyond 12 hours a day.

**SECTION B
 SCHEDULE OF ITEMS**

2014 SCHEDULE OF ITEMS

April 26, 2014 – April 25, 2015

ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
1.1.a	Daily (24 hr) Rate: MRB-AT	Day	\$3,615.00	60	\$216,900.00
1.2.a	Daily Rate: MRB-VLAT	Day	\$5,440.00	20	\$108,800.00
1.3.a	Daily Rate: MRB-H	Day	\$4,090.00	15	\$61,350.00
1.4.a	Daily Rate: MRB-SEAT	Day	\$2,880.00	15	\$43,200.00
1.5.a	Daily Rate: MRB-Trailer	Day	\$1,490.00	10	\$14,900.00
1.X.b	Mileage Rate	Per Mile	\$1.25	1,200	\$1,500.00
1.X.c	Put Through Charge 1 – 50,000 Gallons of Retardant	\$ / Gallons Mixed	\$.06	4,000,000	\$240,000.00
1.X.d	Put Through Charge 50,001 – Unlimited Gallons of Retardant	\$ / Gallons Mixed	\$.04	1,000,000	\$40,000.00
1.X.e	Put Through Charge 1 – Unlimited Gallons of H2O	\$ / Gallons of H2O	\$.04	500,000	\$20,000.00
1.X.f	Relocation Fee	# of Times on Incident	\$1,000.00	5	\$5,000.00
1.X.g	Additional Personnel	Daily / Person	\$425.00	60	\$25,500.00
1.X.h	Crew Change – Out (14 days)	# of Times on Incident	\$2,500.00	2	\$5,000.00
ADDITIONAL EQUIPMENT AVAILABLE					
(NO SEPARATE RESOURCE ORDER NEEDED IF ORDERED WITH A MRB. IF ORDERED SEPARATELY, A RESOURCE ORDER IS NEEDED.)					
ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
1.7	Water/Retardant Tanker Trailer: Gal _____	Per Day	\$500.00	20	\$10,000.00
1.8	Third Steel Dip Tank: Gal _____	Per Day	\$500.00	20	\$10,000.00
1.9	500' Lay-flat Discharge Hose 2.5", 3", 4"	Per Day	\$250.00	5	\$1,250.00
1.10	Support Water Tender Gal _____	Per Day	\$1,700.00	10	\$17,000.00
1.11	Water Storage (Pumpkins): Gal _____	Per Day	\$250.00	5	\$1,250.00
1.12	4" Water / Retardant Pump Station	Per Day	\$250.00	5	\$1,250.00
1.13	Retardant Pre-Treat Tender Gal _____	Per Day	\$2,700.00	5	\$13,500.00
1.14	Additional 3" Loading System	Per Day	\$650.00	5	\$3,250.00
1.15	Mixmaster	Per Day	\$600.00	50	\$30,000.00
1.16	Loaders	Per Day	\$425.00	50	\$21,250.00
Total Estimated Value 2014					\$890,900.00

**SECTION B
 SCHEDULE OF ITEMS**

2015 SCHEDULE OF ITEMS

OPTION YEAR 1 - April 26, 2015 – April 25, 2016

ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
2.1.a	Daily (24 hr) Rate: MRB-AT	Day	\$3,615.00	100	\$3361,500.00
2.2.a	Daily Rate: MRB-VLAT	Day	\$5,440.00	40	\$217,600.00
2.3.a	Daily Rate: MRB-H	Day	\$4,090.00	40	\$163,600.00
2.4.a	Daily Rate: MRB-SEAT	Day	\$2,880.00	20	\$57,600.00
2.5.a	Daily Rate: MRB-Trailer	Day	\$1,490.00	10	\$14,900.00
2.X.b	Mileage Rate	Per Mile	\$1.25	1,200	\$1,500.00
2.X.c	Put Through Charge 1 – 50,000 Gallons of Retardant	\$ / Gallons Mixed	\$0.06	4,000,000	\$240,000.00
2.X.d	Put Through Charge 50,001 – Unlimited Gallons of Retardant	\$ / Gallons Mixed	\$0.04	1,000,000	\$40,000.00
2.X.e	Put Through Charge 1 – Unlimited Gallons of H2O	\$ / Gallons of H2O	\$0.04	500,000	\$20,000.00
2.X.f	Relocation Fee	# of Times on Incident	\$1,000.00	5	\$5,000.00
2.X.g	Additional Personnel	Daily / Person	\$425.00	60	\$25,500.00
2.X.h	Crew Change – Out (14 days)	# of Times on Incident	\$2,500.00	2	\$5,000.00
ADDITIONAL EQUIPMENT AVAILABLE					
(NO SEPARATE RESOURCE ORDER NEEDED IF ORDERED WITH A MRB. IF ORDERED SEPARATELY, A RESOURCE ORDER IS NEEDED.)					
ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
2.7	Water/Retardant Tanker Trailer: Gal _____	Per Day	\$500.00	20	\$10,000.00
2.8	Third Steel Dip Tank: Gal _____	Per Day	\$500.00	20	\$10,000.00
2.9	500' Lay-flat Discharge Hose 2.5", 3", 4"	Per Day	\$250.00	5	\$1,250.00
2.10	Support Water Tender Gal _____	Per Day	\$1,700.00	10	\$17,000.00
2.11	Water Storage (Pumpkins): Gal _____	Per Day	\$250.00	5	\$1,250.00
2.12	4" Water / Retardant Pump Station	Per Day	\$250.00	5	\$1,250.00
2.13	Retardant Pre-Treat Tender Gal _____	Per Day	\$2,700.00	5	\$13,500.00
2.14	Additional 3" Loading System	Per Day	\$650.00	5	\$3,250.00
2.15	Mixmaster	Per Day	\$600.00	50	\$30,000.00
2.16	Loaders	Per Day	\$425.00	50	\$21,250.00
Total Estimated Value 2015					\$1,260,950.00

**SECTION B
 SCHEDULE OF ITEMS**

2016 SCHEDULE OF ITEMS

OPTION YEAR 2 - April 26, 2016 – April 25, 2017

ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
3.1.a	Daily (24 hr) Rate: MRB-AT	Day	\$3,795.00	100	\$379,500.00
3.2.a	Daily Rate: MRB-VLAT	Day	\$5,710.00	40	\$228,400.00
3.3.a	Daily Rate: MRB-H	Day	\$4,295.00	40	\$171,800.00
3.4.a	Daily Rate: MRB-SEAT	Day	\$3,025.00	20	\$60,500.00
3.5.a	Daily Rate: MRB-Trailer	Day	\$1,565.00	10	\$15,650.00
3.X.b	Mileage Rate	Per Mile	\$1.35	1,200	\$1,620.00
3.X.c	Put Through Charge 1 – 50,000 Gallons of Retardant	\$ / Gallons Mixed	\$.06	4,000,000	\$240,000.00
3.X.d	Put Through Charge 50,001 – Unlimited Gallons of Retardant	\$ / Gallons Mixed	\$.04	1,000,000	\$40,000.00
3.X.e	Put Through Charge 1 – Unlimited Gallons of H2O	\$ / Gallons of H2O	\$.03	500,000	\$20,000.00
3.X.f	Relocation Fee	# of Times on Incident	\$1,000.00	5	\$5,000.00
3.X.g	Additional Personnel	Daily / Person	\$450.00	60	\$27,000.00
3.X.h	Crew Change – Out (14 days)	# of Times on Incident	\$2,750.00	2	\$5,500.00
ADDITIONAL EQUIPMENT AVAILABLE					
(NO SEPARATE RESOURCE ORDER NEEDED IF ORDERED WITH A MRB. IF ORDERED SEPARATELY, A RESOURCE ORDER IS NEEDED.)					
ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
3.7	Water/Retardant Tanker Trailer: Gal _____	Per Day	\$500.00	20	\$10,000.00
3.8	Third Steel Dip Tank: Gal _____	Per Day	\$500.00	20	\$10,000.00
3.9	500' Lay-flat Discharge Hose 2.5", 3", 4"	Per Day	\$250.00	5	\$1,250.00
3.10	Support Water Tender Gal _____	Per Day	\$1,700.00	10	\$17,000.00
3.11	Water Storage (Pumpkins): Gal _____	Per Day	\$250.00	5	\$1,250.00
3.12	4" Water / Retardant Pump Station	Per Day	\$250.00	5	\$1,250.00
3.13	Retardant Pre-Treat Tender Gal _____	Per Day	\$2,700.00	5	\$13,500.00
3.14	Additional 3" Loading System	Per Day	\$650.00	5	\$3,250.00
3.15	Mixmaster	Per Day	\$630.00	50	\$31,500.00
3.16	Loaders	Per Day	\$450.00	50	\$22,500.00
Total Estimated Value 2016					\$1,306,470.00

**SECTION B
 SCHEDULE OF ITEMS**

2017 SCHEDULE OF ITEMS

OPTION YEAR 3 - April 26, 2017 – April 25, 2018

ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
4.1.a	Daily (24 hr) Rate: MRB-AT	Day	\$3,795.00	80	\$303,600.00
4.2.a	Daily Rate: MRB-VLAT	Day	\$5,710.00	40	\$228,400.00
4.3.a	Daily Rate: MRB-H	Day	\$4,295.00	40	\$171,800.00
4.4.a	Daily Rate: MRB-SEAT	Day	\$3,025.00	20	\$60,500.00
4.5.a	Daily Rate: MRB-Trailer	Day	\$1,565.00	10	\$15,650.00
4.X.b	Mileage Rate	Per Mile	\$1.35	1,200	\$1,620.00
4.X.c	Put Through Charge 1 – 50,000 Gallons of Retardant	\$ / Gallons Mixed	\$.06	4,000,000	\$240,000.00
4.X.d	Put Through Charge 50,001 – Unlimited Gallons of Retardant	\$ / Gallons Mixed	\$.04	1,000,000	\$40,000.00
4.X.e	Put Through Charge 1 – Unlimited Gallons of H2O	\$ / Gallons of H2O	\$.03	500,000	\$20,000.00
4.X.f	Relocation Fee	# of Times on Incident	\$1,000.00	5	\$5,000.00
4.X.g	Additional Personnel	Daily / Person	\$450.00	60	\$27,000.00
4.X.h	Crew Change – Out (14 days)	# of Times on Incident	\$2,750.00	2	\$5,500.00
ADDITIONAL EQUIPMENT AVAILABLE					
(NO SEPARATE RESOURCE ORDER NEEDED IF ORDERED WITH A MRB. IF ORDERED SEPARATELY, A RESOURCE ORDER IS NEEDED.)					
ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
4.7	Water/Retardant Tanker Trailer: Gal _____	Per Day	\$500.00	20	\$10,000.00
4.8	Third Steel Dip Tank: Gal _____	Per Day	\$500.00	20	\$10,000.00
4.9	500' Lay-flat Discharge Hose 2.5", 3", 4"	Per Day	\$250.00	5	\$1,250.00
4.10	Support Water Tender Gal _____	Per Day	\$1,700.00	10	\$17,000.00
4.11	Water Storage (Pumpkins): Gal _____	Per Day	\$250.00	5	\$1,250.00
4.12	4" Water / Retardant Pump Station	Per Day	\$250.00	5	\$1,250.00
4.13	Retardant Pre-Treat Tender Gal _____	Per Day	\$2,700.00	5	\$13,500.00
4.14	Additional 3" Loading System	Per Day	\$650.00	5	\$3,250.00
4.15	Mixmaster	Per Day	\$630.00	50	\$31,500.00
4.16	Loaders	Per Day	\$450.00	50	\$22,500.00
Total Estimated Value 2017					\$1,230,570.00

**SECTION B
 SCHEDULE OF ITEMS**

2018 SCHEDULE OF ITEMS

April 26, 2018 – April 25, 2019

ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
5.1.a	Daily (24 hr) Rate: MRB-AT	Day	\$3,985.00	80	\$318,800.00
5.2.a	Daily Rate: MRB-VLAT	Day	\$5,995.00	40	\$239,800.00
5.3.a	Daily Rate: MRB-H	Day	\$4,510.00	40	\$180,400.00
5.4.a	Daily Rate: MRB-SEAT	Day	\$3,175.00	20	\$63,500.00
5.5.a	Daily Rate: MRB-Trailer	Day	\$ 1,645.00	10	\$16,450.00
5.X.b	Mileage Rate	Per Mile	\$1.40	1,200	\$1,680.00
5.X.c	Put Through Charge 1 – 50,000 Gallons of Retardant	\$ / Gallons Mixed	\$.06	1,000,000	\$60,000.00
5.X.d	Put Through Charge 50,001 – Unlimited Gallons of Retardant	\$ / Gallons Mixed	\$.04	500,000	\$20,000.00
5.X.e	Put Through Charge 1 – Unlimited Gallons of H2O	\$ / Gallons of H2O	\$.03	5,000	\$200.00
5.X.f	Relocation Fee	# of Times on Incident	\$1,000.00	3	\$3,000.00
5.X.g	Additional Personnel	Daily / Person	\$475.00	100	\$47,500.00
5.X.h	Crew Change – Out (14 days)	# of Times on Incident	\$2,900.00	2	\$5,800.00
ADDITIONAL EQUIPMENT AVAILABLE					
(NO SEPARATE RESOURCE ORDER NEEDED IF ORDERED WITH A MRB. IF ORDERED SEPARATELY, A RESOURCE ORDER IS NEEDED.)					
ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED UNITS	TOTAL ESTIMATED AMOUNT
5.7	Water/Retardant Tanker Trailer: Gal _____	Per Day	\$500.00	20	\$10,000.00
5.8	Third Steel Dip Tank: Gal _____	Per Day	\$500.00	20	\$10,000.00
5.9	500' Lay-flat Discharge Hose 2.5", 3", 4"	Per Day	\$250.00	5	\$1,250.00
5.10	Support Water Tender Gal _____	Per Day	\$1,700.00	5	\$8,500.00
5.11	Water Storage (Pumpkins): Gal _____	Per Day	\$250.00	5	\$1,250.00
5.12	4" Water / Retardant Pump Station	Per Day	\$250.00	5	\$1,250.00
5.13	Retardant Pre-Treat Tender Gal _____	Per Day	\$2,700.00	5	\$13,500.00
5.14	Additional 3" Loading System	Per Day	\$650.00	5	\$3,250.00
5.15	Mixmaster	Per Day	\$630.00	50	\$33,000.00
5.16	Loaders	Per Day	\$450.00	50	\$23,750.00
Total Estimated Value 2018					\$1,062,880.00

**SECTION B
SCHEDULE OF ITEMS**

B.3 SCOPE

(a) The intent of the solicitation and resulting contract is to obtain Contractor operated and maintained portable retardant plants for mixing and loading US Forest Service qualified retardants types as listed on the USFS Qualified Products List (QPL) (currently LC 95 A-R/W/F, 259-F, and MVP-F) to be used for delivery with fixed wing Air Tankers, Single Engine Air Tankers, Helicopters, Trailers, and Ground Units at various locations throughout the U.S.

(b) The Agency may provide support personnel if available. Agency Personnel may engage in one or more of the following activities: activation, mixing, loading, relocation, and/or de-activation, however, the Contractor shall be capable of self-sufficient operations when ordered.

(c) Services provided under this contract shall be performed in a safe and efficient manner. The Contractor shall use all reasonable means to support safety awareness while under contract to the US Forest Service and cooperators.

(d) The US Forest Service has interagency and cooperative agreements with other Federal and State entities and the Mobile Retardant Bases awarded under this contract may be dispatched to support those entities.

Note: Other operating supplies will be furnished by the Contractor unless specified otherwise. The Government may include orders for all additional equipment during initial order or with General Message during incident.

B.4 EQUIPMENT REQUIREMENTS

B.4.1 CONTRACT LINE ITEM NUMBER (CLIN) 1.A MRB-AT

(a) General

(1) The Mobile Retardant Base (MRB) must be able to load mixed chemicals into an aircraft 3" Camlock loading port at a rate of 400 gallons per minute and capable of mixing retardant at a rate of 100,000 gallons over a 12 hour period.

(2) The mix unit must be capable of providing retardant to two pits at least 150' apart (not simultaneously).

(3) The contractor's MRB shall be able to draft and/or pump all required water from a non-pressurized source, a distance of 400 feet, in quantities sufficient to meet the mixing and loading requirements stated above.

(4) The contractor shall provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory.

(b) Required Equipment

(1) One (1) Mix Storage Tank: Tank must be a steel, aluminum, or similar solid tank with at least 5,000 gallon capacity.

**SECTION B
SCHEDULE OF ITEMS**

- (2) Secondary Containment Systems: The Contractor shall provide secondary containment for all fire chemical tanks, fuel tanks and mixing systems. Containment systems shall be deployed during all operations and capable of holding 110% of the largest tank capacity within the secondary containment, to ensure containment of all chemicals that could potentially escape from the mixing system and portable tanks.
- (3) 1,000 feet of 4" quick-connect manifold
- (4) Connecting hoses fittings, loading hoses and valves
- (5) Retardant testing kit (i.e. refractometer, marsh funnel & necessary supplies for quality assurance)
- (6) Base tool kit and spare parts
- (7) Mix/load pumps capable of producing 400 GPM deliveries to airtankers
- (8) 2 complete loading systems (2-3" loading valves, 2-50' x 3" pressure hose, 14 hose skates)
- (9) Forklift – Product and Equipment Movement (if needed for powder operations)
- (10) Water Tenders
 - (i) The Contractor shall provide a type I or II water tender as necessary for Mobile Retardant Base operations. The operator must be trained to work with aviation operations, providing dust abatement, retardant base clean-up, and hauling of residual retardant once operations cease. Tender will need to adapt to mobile base through 2.5", 3", or 4" Camlock fittings.
- Note:** Upon receipt of a request for services the vendor should ask if the location of operation will be able to provide the water necessary and other tender related operations.
- (11) All vehicles necessary to support operations under the contract. All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.
- (12) First Aid Kit and Fire Extinguisher rated to 2BC

B.4.2 CONTRACT LINE ITEM NUMBER (CLIN) 2.A MRB-VLAT

(a) General

- (1) The Mobile Retardant Base (MRB) must be able to load mixed chemicals into an aircraft 3" Camlock loading port at a rate of 400 gallons per minute and capable of mixing retardant at a rate of 100,000 gallons over a 12 hour period.
- (2) The mix unit must be capable of providing retardant to two pits at least 150' apart (not simultaneously).

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(3) The contractor's MRB shall be able to draft and/or pump all required water from a non-pressurized source, a distance of 400 feet, in quantities sufficient to meet the mixing and loading requirements stated above.

(4) The contractor shall provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory.

(b) Required Equipment

(1) Mix Storage Tank(s) (one or two separate tanks). Tank must be a steel, aluminum, or similar solid tank with at least 10,000 gallon capacity.

(2) Secondary Containment Systems: The Contractor shall provide secondary containment for all fire chemical tanks, fuel tanks and mixing systems. Containment systems shall be deployed during all operations and capable of holding 110% of the largest tank capacity within the secondary containment, to ensure containment of all chemicals that could potentially escape from the mixing system and portable tanks.

(3) 1,000 feet of 4" quick-connect manifold

(4) Connecting hoses fittings, loading hoses and valves

(5) Retardant testing kit (i.e. refractometer, marsh funnel & necessary supplies for quality assurance)

(6) Base tool kit and spare parts

(7) Mix/load pumps capable of producing 400 GPM delivery to airtankers

(8) 2 complete loading systems (2-3" loading valves, 2-50' x 3" pressure hose, 14 hose skates)

(9) Environmental containment systems for:

(i) Storage/Mix tank or trailer

(ii) Pumping Equipment

(iii) Plant fuel Storage Site

(10) Forklift – Product and Equipment Movement (if needed for powder operations)

(11) Water Tenders

(i) The Contractor shall provide a type I or II water tender as necessary for Mobile Retardant Base operations. The operator must be trained to work with aviation operations, providing dust abatement, retardant base clean-up, and hauling of residual retardant once operations cease. Tender will need to adapt to mobile base through 2.5", 3", or 4" Camlock fittings.

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Note: Upon receipt of a request for services the vendor should ask if the location of operation will be able to provide the water necessary and other tender related operations.

(12) All vehicles necessary to support operations under the contract. All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov

(13) First Aid kit and Fire Extinguisher rated to 2BC;

(14) Two (2) Diesel Load Pumps (600 GPM);

(15) One (1) 5,000 gallon additional steel storage tank;

(16) One (1) 5,500 gallon containment berm;

(17) Fourteen (14) skates;

(18) Two (2) 150' x 3" S&D Hose;

(19) Two (2) 3" Load valves;

(20) One (1) each 6"x4" Camlock Reducers (1-F x M and 1-M x F);

(21) One (1) 200' 4" S & D (Discharge/Recirc);

(22) Two (2) 4" Female 3"X Male Reducers;

(23) One (1) 200' 4" Layflat;

(24) Two (2) 2.5" FT Female x 4" Male Camlock;

(25) Four (4) 4" Betts Valves;

(26) One (1) 4" Valved T's, and;

(27) Two (2) Hose Stands.

B.4.3 CONTRACT LINE ITEM NUMBER (CLIN) 3.a MRB-H

(a) General

(1) The Mobile Retardant Base (MRB) must be able to load mixed chemicals into helicopters at a rate of 300-400 gallons per minute and capable of supplying 21,000 gallons per hour.

(2) The mix unit must be capable of providing retardant for one pit at least 400' from mix site.

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(3) The contractor's mobile base must be able to draft and/or pump all required water from a non-pressurized source, a distance of 300 feet, in quantities sufficient to meet the mixing and loading requirements stated above.

(4) The contractor shall provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory.

(b) Required Equipment

(1) **One (1) Open-Top Mix Storage Tanks.** Tank must be a steel, aluminum, or similar solid tank with at least 5,000 gallon capacity. Tank must be open-top product dip tank with minimum opening diameter of 10 feet and water depth of at least 8 feet.

(2) **One (1) Open Top Steel Fresh Water Rinse Tank.** The mobile base must include at least one separate steel, aluminum, or similar solid open-top fresh water rinse tank with 5,000 gallon capacity above for rinsing residual retardant off of helicopter loading equipment, and to facilitate delivery of water during mop-up, and direct attack operations. Tank must be open-top with a minimum opening diameter of 10 feet and water depth of at least 8 feet.

(3) **Secondary Containment Systems.** The Contractor shall provide for secondary containment equivalent to 110% of the tank capacity of chemical (retardant) and fuel tanks to ensure containment of all chemicals that escape from the mixing system and portable tanks, in order to prevent runoff into year-round or seasonal water sources.

(4) 1,000 feet of 4" quick-connect manifold

(5) Connecting hoses fittings, loading hoses and valves

(6) Retardant testing kit (i.e. refractometer, marsh funnel & necessary supplies for quality assurance)

(7) Base tool kit and spare parts

(8) Mix/load pumps capable of producing 300-400 GPM delivery to helicopters

(9) Forklift – Product and Equipment Movement (if needed for powder operations)

B.4.4 CONTRACT LINE ITEM NUMBER (CLIN) 4.A MRB-SEAT

(a) General

(1) The Mobile Retardant Base (MRB) must be able to load mixed chemicals into a single SEAT at a rate of 200 gallons per minute and capable of supplying 12,000 gallons per hour.

(2) The mix unit must be capable of providing retardant for one pit at least 400' from mix site.

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(3) The contractor's mobile base must be able to draft and/or pump all required water from a non-pressurized source, a distance of 300 feet, in quantities sufficient to meet the mixing and loading requirements stated above.

(4) The contractor shall provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory.

(b) Required Equipment

(1) One (1) Mix Storage Tank. The mix storage tank must be a steel, aluminum or similar solid tank with at least 2,400 gallon capacity.

(2) Secondary Containment Systems. The Contractor shall provide for secondary containment equivalent to 110% of the tank capacity of chemical (retardant) and fuel tanks to ensure containment of all chemicals that escape from the mixing system and portable tanks, in order to prevent runoff into year-round or seasonal water sources.

(3) 600 feet of 4" quick-connect manifold

(4) Connecting hoses fittings, loading hoses and valves

(5) Retardant testing kit (i.e. refractometer, marsh funnel & necessary supplies for quality assurance)

(6) Base tool kit and spare parts

(7) Mix/load pumps capable of producing 200-400 GPM delivery to SEATs

(8) 2 complete loading systems (2-3" loading valves, 2-50' x 3" pressure hose, 14 hose skates)

(9) Forklift – Product and Equipment Movement (if needed for powder operations)

(10) Water Tenders

(i) The Contractor shall provide a type I or II water tender if ordered for Mobile Retardant Base operations. The operator must be trained to work with aviation operations, providing dust abatement, retardant base clean-up, and hauling of residual retardant once operations cease. Tender will need to adapt to mobile base through 2.5", 3", or 4" Camlock fittings.

Note: Upon receipt of a request for services the vendor should ask if the location of operation will be able to provide the water necessary and other tender related operations.

(11) All vehicles necessary to support operations under the contract. All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.

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B.4.5 CONTRACT LINE ITEM NUMBER (CLIN) 6.A MRB-TRAILER

(a) General

- (1) The Mobile Retardant Base Tanker Trailer must be able to load LC 95 A-R/W/F at a minimum rate of 199 gallons per minute.
- (2) The Contractor shall provide: pumping equipment, product, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant.

(b) Required Equipment

- (1) 1 - Aluminum Tanker Trailer 6,000-10,000 gallon capacity
- (2) 1 - 3" and/or 4" Recirculating/Off-Load Pump
- (3) 3" and/or 4" Male Camlock Discharge fitting and valve
- (4) All necessary discharge hose: 2.5" NH will be supplied by the State or Federal ordering Agency.

B.5 OPERATIONS

(a) Personnel

- (1) The Contractor shall supply the following minimum compliment of personnel based on the MRB ordered:
 - MRB-AT: a three (3) person crew who will operate the system and provide technical services.
 - MRB-VLAT: a five (5) person crew who will operate the system and provide technical services.
 - MRB-H: a **Four (4)** person crew who will operate the system and provide technical services.
 - MRB-SEAT: a two (2) person crew who will operate the system and provide technical services.
 - MRB-Trailer: a two (2) person crew who will operate the system and provide technical services.
- (2) A minimum of one crewmember on all MRBs shall be a qualified mix-master and hold the specifications below:
 - (i) Mix-masters shall have undergone a formal training program for mix-masters which includes the following:

Minimum qualifications for each crewmember shall consist of classroom and On the Job training (OJT), 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

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accordance with procedures as outlined in the Interagency Airtanker Base Operations Guide and the base specific hot-reloading plan.

(ii) Mix-masters shall have taken the following training prior to performing mix-master duties under the contract:

(A) ICS-100, Introduction to ICS. Available at <http://training.nwcg.gov/courses/i100.html>

(B) IS-700.A, National Incident Management System (NIMS) An Introduction. Available at <http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-700.a>

(iii) The Government recommends the following courses:

(A) A-100, Basic Aviation Safety. Available at <https://www.iat.gov>.

(B) A-104, Overview of Aircraft Capabilities & Limitations. Available at <https://www.iat.gov>.

(3) Additional personnel will be ordered and provided by the Contractor for powder operations as necessary. Contractor will be responsible for providing a copy of the contract to the ordering Agency representative upon initial arrival at the incident.

(4) The Contractor shall ensure that only employee essential to the operation be on site during operations.

(5) 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.

(6) Work Rest and Length of Assignment. The Contractor is required to follow the following work rest guidelines:

(i) Duty shall not exceed 14 consecutive days (excluding Travel).

(ii) Duty shall not exceed 16 hours per day.

(iii) Personnel shall have a minimum of two (2) days off work (rest) after return home from the completion of any 14 day consecutive day period.

(7) Mix-masters ordered under CLIN X.15 shall meet the requirements above for mix-masters. Mixmaster duties may include the following:

(i) Reports to the Airtanker/SEAT Base Manager/Air Support Group Supervisor AOBD, who provides daily or more frequent briefings.

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- (ii) Supervises mixing operations. (See important note under Mixing Crew duties and responsibilities).
- (iii) Ensures chemical fire retardants and suppressants are provided to airtanker(s) at the rate specified and for the expected duration.
- (iv) Checks all accessory equipment such as valves, hoses, pumps, and tanks for operation.
- (v) Takes immediate steps to obtain personnel and equipment to perform operations safely and efficiently.
- (vi) Plans the specific layout of the plant to conduct operations; is responsible for the cleanliness of the plant area.
- (vii) Maintains quality control program for the retardant.
- (viii) Logs and reports pounds and gallons of retardant loaded to the Aircraft Timekeeper or ATB/SEAT Manager.
- (ix) Ensures the safety and welfare of personnel working around the plant.
- (x) Reports all hazards and incidents/accidents immediately to the Base Manager or AOB who documents the event.
- (xi) Loads retardant.

(8) Loaders under CLIN X.16.a shall be capable of lifting a minimum of 50 pounds and shall assist the mix-master in performing all duties required by the mix-master.

(b) Environmental Controls

- (1) The Mobile Retardant Base site will be at least 300 feet from any waterway, including seasonal lakes or streams, if water is present.
- (2) Site Spill containment plan. The Contractor and the Agency Representative at the incident will jointly develop a Site Spill Management Plan.
- (3) The Retardant Contractor will be responsible for the removal and disposal of chemical residue and chemical spills created in the retardant mixing area or due to accident or negligence of retardant personnel. All clean-up and disposal will be accomplished in accordance with state and federal environmental regulations.
- (4) Spills that result from Aircraft companies, Agency personnel, other Agency Contractors, or natural disaster will not be the Retardant Contractors responsibility. The Retardant Contractor shall assist in the clean-up efforts and may charge the Government for additional material cost, other than labor, incurred to support the clean-up.
- (5) All wash-down water generated from cleaning aircraft and ramp surfaces shall be the ordering Agency's responsibility for disposal.

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(6) At the close of a Mobile Retardant Base Contract, unused mixed retardant and wash-down water created from retardant equipment clean-up is the responsibility of the Agency.

(7) At locations where waste water collection and/or containment are shared by Contractor and agency, disposal costs may be pro-rated based on estimated gallons generated by the Government or contractor.

(8) All chemical spills into waterways or other identified avoidance areas will be reported to the Incident Commander, through the on-site agency representative and to the onsite agency representative and Wildland Fire Chemical Systems (970) 765-4167 within 24 hours of the time of the spill.

(c) Quality Assurance

(1) Sample testing shall be performed during mixing and pumping operations in accordance with Lot Acceptance, Quality Assurance (LAQA), and Field Quality Control for Fire Retardant Chemicals, Publication Number: NFES 1245 May 2000, except that samples do not need to be submitted to Wildland Fire Chemicals Systems (WFCS) from portable operations.

(2) Field Quality Control testing shall be accomplished by the Contractor and monitored by the on-site Government Representative.

(i) All test results shall be recorded on similar forms furnished in the back of the Field Quality Control of Fire Retardant Chemicals publication.

(ii) Test results shall be maintained in the contract package.

(3) The Contractor shall be required to test and document every aircraft load for salt content (refractometer reading). Test results of each load shall be documented on the Retardant Mixing Summary Form in of the Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals guide or a reasonable alternative form.

(4) The Contractor shall test for viscosity using either a Marsh Funnel or BrookField Viscometer, by taking samples every five (5) to ten (10) aircraft loads and analyzing samples at the end of each day. Test samples may be returned to the mix tank, rather than seeking separate disposal. Test results shall be documented on Retardant Mixing Summary form in Appendix 1 of the Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals guide or a reasonable alternative form (Exhibit D-2).

(5) The Contractor shall re-circulate mixed and concentrated retardant as appropriate for the product.

(6) The Contractor shall test mixed retardant in storage for compliance every 7 days.

(d) Personal Protective Clothing and Equipment

All contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable.

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(e) General

(1) Condition of Equipment

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

(2) Operating Supplies

Operating supplies include fuel, oil, filters, lube/oil changes shall be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

(3) Equipment Repairs

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

(4) Reserved

(5) The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by their equipment or employees while operating under the contract, unless the cause of the incident is the result of: Public Individuals, other Agency Contractors, or Agency Personnel.

(6) The Contractor will be responsible for the storage and care of all retardant ordered to support the Mobile Retardant Base.

(7) Retardant type and quantities required will be ordered by the Contractor personnel, based upon mutual agreement of the Contractor and the Government.

(8) On-hand unmixed quantities of bulk product to meet fire needs will be determined by the Agency.

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B.6 GOVERNMENT PROVIDED EQUIPMENT

(a) The Government shall provide the following supplies and equipment to support Mobile Retardant Base Operations:

(1) Retardant - The Government will provide retardant to support the MRB. All retardant supplied will be qualified retardant as listed on the Qualified Products List (QPL) at http://www.fs.fed.us/rm/fire/documents/qpl_r_r.pdf. When an authorized order(s) to maintain on-hand product supply is generated, or when product is being returned for restocking, a load number must be assigned to each transportation action by the Contractor. The Contractor is responsible for the safekeeping and storage of retardant provided to support the MRB. Upon conclusion of services the Contractor shall notify the Government of the amount of retardant remaining and where the returned product was delivered, and the information shall be documented on the Daily Accrual Forms. The Government shall direct the contractor on the shipping requirements of additional retardant.

(2) Water at a rate of 350+ Gallons per Minute (GPM) to the MRB. This may include providing water from: water tenders, pressurized source or, drafting source. All necessary 2.5" hose will be supplied by the Government.

B.7 DOCUMENTATION

(a) Contractor personnel shall complete the Portable Mixing System Daily Operations Report Form (Exhibit D-3) each day documenting all charges applicable to the Mobile Retardant Base. The Contractor shall include all costs associated with retardant on the form.

(b) The Contractor shall complete appropriate Retardant Mixing Summary Sheets (Exhibit D-4) for each load of retardant loaded into aircraft. Retardant Mixing Summary Form can be found in Appendix 1 of the Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals guide or a reasonable alternative form.

(c) The Contractor shall provide a copy of the Portable Mixing Systems Daily Operations Report Form and the appropriate Retardant Mixing Summary sheets with the submission of each invoice.

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C.1 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (SEP 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable 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.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *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.

(g) *Invoice.*

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(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent,

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trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract 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

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(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *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 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 which reasonably could have been avoided.

(m) *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 for 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.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *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.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

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- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) *System for Award Management (SAM)*.
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information

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within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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C.2 CONTRACT 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 the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
- 52.232-37 Multiple Payment Arrangements (MAY 1999)
- 52.245-1 Government Property (APR 2012)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.236-72 Use of Premises (NOV 1996)

C.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, an amended, and the regulations of the Secretary of Labor (29 CFR Par 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a wage determination.

<u>Employee</u>	<u>Class</u>	<u>Wage</u>
Fire Safety Professional(s)	GS-11	\$27.51
Laborer	WG-2	\$11.71
Forklift Operator	WG-5	\$16.11

C.4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-5) (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) [Reserved]
- (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
 - (ii) Alternate I (Nov 2011).
 - (iii) Alternate II (Nov 2011).
- (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.

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- (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
 - (iv) Alternate III (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)
 - (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)
 - (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
 - (ii) Alternate I (Dec 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (40)
 - (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (Mar 2012) of 52.225-3.
 - (iii) Alternate II (Mar 2012) of 52.225-3.
 - (iv) Alternate III (Nov 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (Sept 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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(42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(52)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O.13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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- (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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C.5 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209-71) (ALTERNATE 1) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

C.6 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75) (FEB 1988)

The effective period of this contract is from date of award through April 25, 2019.

C.7 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through April 24, 2019.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.8 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 \$2,000, 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—

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- (1) Any order for a single item in excess of 1 Mobile Retardant Base;
- (2) Any order for a combination of items in excess of 3 Mobile Retardant Bases; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 1 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.

C.9 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after June 1, 2019.

C.10 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73) (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$10,000, but not in excess of \$6,500,000.

C.11 ORDERING. THE FOLLOWING IS ADDED:

- (a) Individuals Authorized to Order Under The Contract.

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(1) Dispatchers - National Interagency Coordination Center, Geographic Area Coordination Centers, or local dispatchers via Resources Orders.

(2) Contracting Officers from the US Forest Service and Department of the Interior with adequate Certificate of Appointment to cover the value of the order via task orders.

(3) Contracting Officers from other Federal Agencies with adequate Certificate of Appointments or warrants to cover the value of the order via the issuance of task orders. Orders received by the Contractor from agencies other than the US Forest Service and the Department of the Interior, must be submitted to, and approved by, the US Forest Service Contracting Officer prior to the Contractor's acceptance of the order.

(b) Orders for Service

(1) Task Orders under this contract shall consist of orders issued via OF 347, Resource Order issued from the Resource Ordering and Status System (ROSS), or other agency acquisition form.

(2) As the need becomes known to the Government, the ordering office will contact all contract holders to determine the location and availability of their respective MRBs.

(i) Orders needed for immediate responses to support wildland fire support will be issued to the closest available resource available to meet requirements of the request, including date and time needed.

(ii) Orders to support preplanned suppression needs will be issued on a best value comparison of the available offers based on price, special equipment needs, availability, and capability of meeting the delivery date.

(iii) The Government will contact each Contractor to establish the location of the Contract MRBs. Contractors that fail to answer or do not respond within one hour from being contacted will not be considered for orders.

(3) Orders for service may be verbal but must be confirmed by receipt of a Resource Order, OF 347, or other formal order for service.

(4) The Contractor shall provide a copy of the Resource Order to the Contracting Officer within three days of receipt of the order. The Contractor shall also furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this contract.

(5) If the Mobile Retardant Base is available for hire, the Contractor must be able to initiate response to a site designated by the Agency at any time, day or night within twenty-four hours of the time the Contractor accepts the offer of hire, or the negotiated time per Agency Representative. The Agency reserves the right to withdraw its offer of hire if the Contractor cannot arrive at the designated site within the time period requested.

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C.12 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

C.13 FAR 52.212-4 (g) INVOICES, THE FOLLOWING IS ADDED

(a) The Contractor is required to submit the Portable Mixing System Daily Operations Report sheets to the retardant contractor, ICL Performance Products within 5 days upon completion of assignment at the incident. The sheets should be mailed to:

ICL Performance Products LP
5980 Commerce Loop
Post Falls, ID 83854
Attn: Shannon Horn

If faxing the report sheets, please FAX to 208-765-8377, attention Shannon Horn.

(b) The Contractor shall generate their own invoice, attach the original supporting documentation with government official signatures, and submit the entire package to the appropriate office: Department of Interior or other Agency office and for Forest Service incidents to the National Interagency Fire Center, Forest Service, Contracting, 3833 S Development Ave., Boise, ID 83705, Attn: Incident Support Branch.

(c) Forest Service Fires: Retardant invoicing will be submitted electronically with scanned original signature on supporting documents to the Forest Service Contracting Officer. Scanned documents with original signatures via e-mail are acceptable. The Forest Service CO will submit the invoice to ASC for payment processing.

C.14 PAYMENT PROCEDURES

(a) Forest Service: Payments under this contract will be made by the USDA Albuquerque Service Center, Incident Business Contract, 101 B Sun Avenue NE, Albuquerque, NM 87109 (telephone number 877-372-7248). This Contract along with the resource order number will be used for processing orders and payments for the retardant. A separate purchase / delivery order or Government credit cards should NOT be issued by the Agency. Only ONE set of signed daily summaries will be retained and submitted by the incident unit or Contractor upon completion of incident. The Incident Unit will retain copies for their records. **NO BLACK INK or PENCIL** signatures permitted.

(b) Bureau of Land Management BLM Payment Procedures: This contract is considered an established source for BLM purposes. The Contractor shall submit invoices to the BLM ordering unit (e.g. Attention: Airtanker Base Manager). The BLM ordering unit shall create an order/payment document in BLM's electronic procurement system (FBMS). Once the document is created, the order number must be provided to Contractor for them to invoice BLM via IPP (see below)

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Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)

(1) Payment requests must be submitted electronically through the US Department of the Treasury's Internet Payment Platform System (IPP).

(2) "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause FAR 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

(3) Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Vendor's Itemized Invoice

(4) The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via e-mail assistance from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone:

(866) 973-3131

(5) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the BLM Ordering Officer with its proposal or quotation.

(c) Other Agencies: All other agencies should follow their established payment procedures.

C.15 CLAIM SETTLEMENT AUTHORITY

For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this contract, and limits set by the incident agency.

C.16 HARASSMENT FREE WORKPLACE

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

Firearm / Weapon Prohibition - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this contract. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi-purpose tools such as a Leatherman® tool.

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C.17 MEASUREMENT AND PAYMENT

(a) Measurement and Payment of Mobile Retardant Bases:

(1) Daily Rate. The daily rate for Mobile Retardant Bases (Items X.1.a – X.6.a) will be applied per each day on assignment, Daily rate will apply from the time the Contractor begins travel for mobilization to the ordered location to the time of arrival back to point of hire or re-assignment. The Daily availability rate shall include all expenses, i.e. airfare, lodging, rental car(s), wages, and per diem costs associated with the mobile retardant base **for a 12 hour day**.

(2) Mileage Rate will be paid from the point of hire and return for up to two (2) Contractor vehicles to transport base personnel and/or equipment. Mileage for these vehicles will be paid (as specified in Item – Mileage Rate) when used to conduct business associated with retardant base operations, during mobilizations and demobilizations, or relocations per assigned incident. Mileage rates will be paid daily for round trip transportation costs to the base camp or nearest available lodging facilities or base camp if personnel are staying at a hotel. Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred.

(3) Put through Charge 1-50,000 Gallons Retardant. This rate will be paid for the first 50,000 gallons of retardant pumped into aircraft during each order for services.

(4) Put through Charge 50,000 – unlimited. This rate will be paid for each gallon over the first 50,000 gallons loaded into aircraft during each order for services.

(5) Put Through Charges H₂O. This rate will be paid for each gallon of water loaded into aircraft during each order for service.

(6) Relocation Fees will be paid when the Contractor is ordered by the requesting Agency to relocate the mobile base after the initial set-up while on the same incident (as specified in Item – Relocation Fee). Actual freight cost to move mobile retardant base, forklift, support equipment, and product is not included in the relocation fee.

(7) Additional Personnel Fee will be paid for each day per person for each day that ordered additional personnel are on site to support the Government. The Contractor will not be paid for overlapping crew during change out. The Contractor shall pay all travel and transportation and related costs when rotating personnel due to a personal emergency or for the benefit of the Contractor. All Contractor's employees shall be identified by full name on the invoices including primary and relief crews during crew change-out days.

(8) Crew Change-Out Fee will be paid after crew of mobile retardant base has reached maximum duty limits for Work/Rest Guidelines in accordance with (as specified in Item – Crew Change –Out) Interagency Incident Business Management Handbook, NWCG Handbook 2, PMS 902, NFES 2160, Section 12.7; and the National Interagency Mobilization Guide NFES 2092.

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(9) Transportation Costs for Mobile Retardant Base – MRB support equipment, products and forklift will be paid by ordering Agency through Contractor invoice. Documentation of Bill of Lading (BOL) must support each transportation invoice.

(10) Additional Equipment (Items X.7-X.14). Additional equipment shall be paid the daily rate identified in the Schedule of Items for each day the equipment is ordered and available for use by the Government. The Government will not pay for equipment that is inoperable. Equipment that remains on site at the contractor's election will not be authorized for payment unless used by the Government.

(11) Extended Standby. Extended standby will be paid at the rate specified in the Schedule of Items for ordered service of each authorized crew member. The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations. If unavailability of the MRB occurs, extended standby will be measured and paid only for full hours of service provided.

(b) Equipment furnished under this contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this contract, the contractor agrees that what is considered wear and tear under this contract is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following specifications shall apply:

(1) Time Under Hire - The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in "Exceptions".

(2) Method of Payment. Lump-sum payment will be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for:

(i) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or

(ii) the guarantee earned, whichever is the greater amount.

(c) Exceptions -

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

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

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(3) 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 Condition of Equipment, 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.

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

(d) Subsistence Camps - When Government subsistence incident camps are available, bedding for Contractor's operator(s) will be furnished without charge. The Government may provide meals without cost at the sole discretion of the Government.

(e) Loss, Damage, or Destruction -

(1) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

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

(3) Property and Personal Damage - Contractor's Responsibility for Property and Personal Damages - Except as provided in Loss, Damage, or Destruction, 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.

(f) Deductions - Unless specifically stated elsewhere in this contract 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.

C.18 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

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(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

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(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

C.19 DOL WAGE DETERMINATION

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. ***To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.***

DOL WAGE DETERMINATION NO. 1995-0221, REV. 30 DATED 1/8/13

(Not Set) - Fire Safety Professional

Alaska	31.93
Hawaii and American Samoa	29.55
Midwestern Region	26.87
Northeast Region	32.23
Southern Region	27.36
Western Region	28.30

21020 - Forklift Operator

Alaska	21.32
Hawaii and American Samoa	16.61
Midwestern Region	15.32
Northeast Region	14.97
Southern Region	12.67
Western Region	16.38

23470 - Laborer

Alaska	15.14
Hawaii and American Samoa	14.70
Midwestern Region	12.32
Northeast Region	12.43
Southern Region	10.03
Western Region	11.64

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

**SECTION C
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Health & Welfare: \$3.71 per hour or \$148.40 per week or \$643.07 per month

Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 LIST OF EXHIBITS

- (a) EXHIBIT D-2: LAQA SAMPLE FORM
- (b) EXHIBIT D-3: PORTABLE MIXING SYSTEM DAILY OPERATIONS REPORT
- (c) EXHIBIT D-4: RETARDANT STORAGE SUMMARY FORM

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT D-2: LAQA SAMPLE FORM

<i>LAQA Sample</i>	
BASE INFORMATION	
Airtanker Base:	
ATB Mgr:	
ATB Fax:	
ATB Email:	
Base Sample Identification:	
Name and Phone for person taking sample: _____ _____	
DELIVERY INFORMATION	
Retardant Name:	
<input type="checkbox"/> Wet Concentrate <input type="checkbox"/> Dry Concentrate <input type="checkbox"/> Mixed	
Delivery Date:	Delivery Time:
Shipper Number:	
Weight of Delivery:	(pounds or bags)
Transferred to Base Tank Number:	
SAMPLE INFORMATION	
<input type="checkbox"/> Delivery <input type="checkbox"/> Begin <input type="checkbox"/> End Season	
Number of Gallons Mixed:	
Refractometer Reading:	
Viscosity:	
Marsh funnel Time:	Temperature:
Comments: (P code, storage tank number, problem, etc.) _____ _____ _____	

**SECTION D
 CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

EXHIBIT D-3: PORTABLE MIXING SYSTEM DAILY OPERATIONS REPORT

PORTABLE MIXING SYSTEM DAILY OPERATIONS REPORT									
Type of System _____					Contract # _____				
Call Out/Return Date & Time _____ / _____					Resource # _____				
					Fire# _____				
Date: _____		Time on: _____			Time Off: _____				
Location: _____									
Fire Name: _____									
Agency/Forest: _____									
Government Manager: _____									
Daily Availability Rate (MRB): \$ _____									
			Mileage Rate:						
Personnel Names	Miles	Cost/Mile	Rate		Transportation	Load Contents	Cost		
TOTAL:									
Additional Equipment	Qty	Rate	Total						
Total:				T total Transportation Cost:					
Retardant Type/Packaging: 1. _____ 2. _____									
	Beginning Inventory	Pounds Received	Blk Rec	Pounds Returned	Bins Mixed/Lbs	Gallons Mixed	Ending Lbs Inventory	Ending Gallon Inventory	
Retardant Co. Owned									
Agency Owned									
TOTAL:									
Pounds Sold:	_____	Pounds @ \$ _____	Per Ton = _____	Bins On Site _____					
Pounds Sold:	_____	Pounds @ \$ _____	Per Ton = _____						
Put-Through Charges:									
_____ gallons @ \$ _____	per gallon up to 50,000 gals = _____				Lbs./ Total \$ _____				
_____ gallons @ \$ _____	per gallon over 50,000 gals = _____				Lbs./ Total \$ _____				
_____ gallons @ \$ _____	per gallon of Water Pumped = _____				Tot. Lbs./Tot \$ _____				
Total \$s time 10% = \$ _____									
Contractor Representative _____					Agency Representative _____				
					Phone: _____				

SECTION D
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT D-4: RETARDANT STORAGE SUMMARY FORM

Retardant Storage Summary
Sample Weekly Following Recirculation

Base/Location: _____

Retardant Type: _____

Tank Identification: _____

Tank Capacity: _____

Sample Date				
Sample Time				
Amount of Concentrate in Tank				
Amount of Concentrate Added to Tank				
Date of Last Recirculation				
Refractometer Reading of Mix				
Viscosity of Mixed Retardant				
Laboratory Analysis:				
Refractometer Reading of Mix				
Density of Concentrate				
Viscosity of Concentrate				

Comments: _____

