



# **SENSITIVE SECURITY INFORMATION**

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# **SENSITIVE SECURITY INFORMATION**

# U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

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**CONTRACT NO.:** AG-024B-C-11-9014

**PROJECT:** BULK  
LONG TERM FIRE RETARDANT

**CONTRACTOR:** ICL PERFORMANCE PRODUCTS LP  
810 E. MAIN STREET  
ONTARIO, CA 91761

Phone: 909-983-0772  
Fax: 909-984-4770

**AWARDING OFFICE:** U.S. FOREST SERVICE - CONTRACTING  
NATIONAL INTERAGENCY FIRE CENTER  
OWYHEE BUILDING - MS 1100  
3833 S DEVELOPMENT AVE  
BOISE, ID 83705-5384



**MIKE McFARLANE**  
**CONTRACTING OFFICER**  
Phone: 208-387-5695  
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**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900) RATING ▶ PAGE OF PAGES

2. CONTRACT NUMBER **AG-024B-C-11-9014** 3. SOLICITATION NUMBER **AG-024B-S-11-9002** 4. TYPE OF SOLICITATION  
 SEALED BID (IFB) 5. DATE ISSUED **05/23/2011** 6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY **USDA, FOREST SERVICE, CONTRACTING NATIONAL INTERAGENCY FIRE CENTER** CODE   8. ADDRESS OFFER TO (If other than item 7)  
**3833 S DEVELOPMENT AVE., BLDG 106, SUITE 1100 BOISE, ID 83705**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in **BLDG 106, SUITE 1100** until **4:30 PM** local time **06/10/2011**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: **COLLEEN HIGHTOWER** A. NAME  
 B. TELEPHONE (NO COLLECT CALLS) AREA CODE **208** NUMBER **387** EXT. **5695** C. E-MAIL ADDRESS **chightower@fs.fed.us**

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different

period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶ 10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS(%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR: **ICL Performance Products LP** CODE   FACILITY   16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) **Edward Goldberg, Business Director**  
**810 East Main Street**  
**Ontario, CA 91761**

15B. TELEPHONE NUMBER AREA CODE **909** NUMBER **9830772** EXT.   15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.  17. SIGNATURE **Edward Goldberg** 18. OFFER DATE **06/09/2011**

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS **ALL ITEMS** 20. AMOUNT   21. ACCOUNTING AND APPROPRIATION  

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION:  10 U.S.C. 2304 (c)  41 U.S.C. 253 (c) 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶ ITEM  

24. ADMINISTERED BY (If other than item 7) **SAME AS ITEM 7** 25. PAYMENT WILL BE MADE BY **USDA, FOREST SERVICE, ALBUQUERQUE SERVICE CENTER** CODE    
**101 B SUN AVE NE**  
**ALBUQUERQUE NM 87109**

26. NAME OF CONTRACTING OFFICER (Type or print) **COLLEEN HIGHTOWER** 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) **[Signature]** 28. AWARD DATE **6/9/11**

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

**STANDARD FORM 33 (REV. 9-97)** Prescribed by GSA - Far (48 CFR) 53.214 (c)

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

It is the intent of this solicitation to secure a Firm-Fixed Price with Economic Price Adjustments, Requirements contract for the purchase and delivery of Long Term Bulk Retardant at twenty (20) designated bases. The Base Year period of the resulting contract will be one year from date of award. At the Government's option, the contract may be extended for four (4) additional one-year option periods, not to exceed a total of five (5) years.

The Schedule of Bid Items has been revised from previous years to include the estimated amount of tons to be purchased for each year of the contract. The Schedule also includes a column titled "Transportation Costs – Baseline" which will be used for comparison and to calculate, if necessary, the fluctuation in cost of transportation. The "Price Per Ton/with Transportation Costs" column should show the total price per ton of the product offered. The "Package Offered" column will be used by the Government to establish cost per gallon of retardant based on the mix factors located in Exhibit 5 of this solicitation. "Price Per Ton/w Transportation Costs" shall be totaled for the Base Year and all Option Years. Estimated gallons for ten year average is located in Exhibit 2. Transportaton costs shall be based on F.O.B. Destination.

**Option Year prices for this solicitation shall be priced out by the offeror. The Government, however, has included FAR 52.216-4 Economic Price Adjustment – Labor and Material. This clause allows contractors to recoup fluctuation in the prices of material, labor, gasoline, and/or transportation charges upon submission of the required documentation, per the clause.**

The Government in accordance with FAR 52.217-5 Evaluation of Options will evaluate offers for award purposes by adding the total price for all option years to the total price of the basic requirement. The evaluation of options shall not obligate the Government to exercise the options.

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**B-1 SCHEDULE OF ITEM - AIRTANKER BASE BID ITEMS**

**FOB DESTINATION PRICE:** Approved Products for Fixed-Wing Airtankers. Only those items approved from the Qualified Products List will be accepted. Conditionally approved products will not be accepted for Designated Bases. Prices will be rounded to the 3<sup>rd</sup> decimal place.

<u>ITEM NO.</u>	<u>AIRTANKER BASE</u>	<u>AGENCY/REGION</u>	<u>ESTIMATED TOTAL TONS</u> 10,000 Tons		
<b>01</b>	<b>MISSOULA, MT</b>	<b>FS/R1</b>			
	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	P100-F	0363094B	Bulk Bag	\$3,795.46	\$227.27
OPTION YEAR 1 2012	P100-F	0363094B	Bulk Bag	\$4,023.19	\$240.91
OPTION YEAR 2 2013	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk Bag	\$4,264.58	\$255.36
OPTION YEAR 3 2014	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk Bag	\$4,520.45	\$270.68
OPTION YEAR 4 2015	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk Bag	\$4,791.68	286.92
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$21,395.36</u>	

<u>ITEM NO.</u>	<u>AIRTANKER BASE</u>	<u>AGENCY/REGION</u>	<u>ESTIMATED TOTAL TONS</u> 10,000 Tons		
<b>02</b>	<b>WEST YELLOWSTONE, MT</b>	<b>FS/R1</b>			
	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	P100-F	0363094B	Bulk Bag	\$3,734.24	\$165.50
OPTION YEAR 1 2012	P100-F	0363094B	Bulk Bag	\$3,958.29	\$175.43
OPTION YEAR 2 – 2013	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk Bag	\$4,195.79	\$185.96
OPTION YEAR 3 – 2014	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk Bag	\$4,447.54	\$197.11
OPTION YEAR 4 - 2015	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk Bag	\$4,714.39	\$208.94
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$21,050.25</u>	



**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED TOTAL TONS**  
**03**                      **COEUR D’ALENE, ID**                      **FS/R1**                      **10,000 Tons**

	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>BASE YEAR 2011</b>	LC95A-R	1051695C	Bulk	\$1,532.81	\$132.30
<b>OPTION YEAR 1 - 2012</b>	LC95A-R	1051695C	Bulk	\$1,624.78	\$140.24
<b>OPTION YEAR 2 – 2013</b>	LC95A-R	1051695C	Bulk	\$1,722.27	\$148.65
<b>OPTION YEAR 3 – 2014</b>	LC95A-R	1051695C	Bulk	\$1,825.60	\$157.57
<b>OPTION YEAR 4 - 2015</b>	LC95A-R	1051695C	Bulk	\$1,935.14	\$167.03
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$8,640.60</u>	

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED TOTAL TONS**  
**04**                      **GRANGEVILLE, ID**                      **FS/R1**                      **10,000 Tons**

	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>BASE YEAR 2011</b>	LC95A-R	1051695C	Bulk	\$1,497.86	\$94.00
<b>OPTION YEAR 1 -2012</b>	LC95A-R	1051695C	Bulk	\$1,587.73	\$99.64
<b>OPTION YEAR 2 – 2013</b>	LC95A-R	1051695C	Bulk	\$1,683.00	\$105.62
<b>OPTION YEAR 3 – 2014</b>	LC95A-R	1051695C	Bulk	\$1,783.98	\$111.96
<b>OPTION YEAR 4 - 2015</b>	LC95A-R	1051695C	Bulk	\$1,891.01	\$118.67
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$8,443.58</u>	

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
 TOTAL TONS  
 10,000 Tons**

**05**                      **JEFFCO, CO**                                      **FS/R2**

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	LC95A-R	1051695C	Bulk	\$1,539.58	\$137.20
OPTION YEAR 1 – 2012	LC95A-R	1051695C	Bulk	\$1,631.95	\$145.43
OPTION YEAR 2 – 2013	LC95A-R	1051695C	Bulk	\$1,729.87	\$154.16
OPTION YEAR 3 – 2014	LC95A-R	1051695C	Bulk	\$1,833.66	\$163.41
OPTION YEAR 4 - 2015	LC95A-R	1051695C	Bulk	\$1,943.68	\$173.21
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$8,678.74</u>	

**ITEM NO.**      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
 TOTAL TONS  
 10,000 Tons**

**06**                      **ROSWELL, NM**                                      **BLM**

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	LC95A-R	1051695C	Bulk	\$1,691.71	\$207.40
OPTION YEAR 1 2012	LC95A-R	1051695C	Bulk	\$1,793.21	\$219.84
OPTION YEAR 2 – 2013	LC95A-R	1051695C	Bulk	\$1,900.81	\$233.03
OPTION YEAR 3 – 2014	LC95A-R	1051695C	Bulk	\$2,014.85	\$247.02
OPTION YEAR 4 – 2015	LC95A-R	1051695C	Bulk	\$2,135.74	\$261.84
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$9,536.32</u>	

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**      **AIRTANKER BASE**      **AGENCY/REGION**      **ESTIMATED  
TOTAL TONS**  
**07**      **SILVER CITY, NM**      **FS/R3**      **10,000 Tons**

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	P100-F	0363094B	Phos-Bin	\$3,762.01	\$129.85
OPTION YEAR 1 2012	P100-F	0363094B	Phos-Bin	\$3,987.74	\$137.64
OPTION YEAR 2 – 2013	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,227.00	\$145.90
OPTION YEAR 3 – 2014	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,480.62	\$154.65
OPTION YEAR 4 – 2015	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,749.46	\$163.93

**TOTAL BASE & OPTION YEARS**      \$21,206.83

**ITEM NO.**      **AIRTANKER BASE**      **AGENCY/REGION**      **ESTIMATED  
TOTAL TONS**  
**08**      **ALAMOGORDO, NM**      **FS/R3**      **10,000 Tons**

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	P100-F	0363094B	Phos-Bin	\$3,747.36	\$147.01
OPTION YEAR 1 2012	P100-F	0363094B	Phos-Bin	\$3,972.21	\$155.83
OPTION YEAR 2 – 2013	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,210.54	\$165.18
OPTION YEAR 3 – 2014	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,463.17	\$175.09
OPTION YEAR 4 – 2015	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,730.96	\$185.60

**TOTAL BASE & OPTION YEARS**      \$21,124.24

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
 TOTAL TONS  
 10,000 Tons**

**09**                      **WHITE RIVER, AZ**                      **BIA**

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	LC95A-R	1051695C	Bulk	\$1,683.54	\$211.33
OPTION YEAR 1 2012	LC95A-R	1051695C	Bulk	\$1,784.55	\$224.01
OPTION YEAR 2 – 2013	LC95A-R	1051695C	Bulk	\$1,891.63	\$237.45
OPTION YEAR 3 – 2014	LC95A-R	1051695C	Bulk	\$2,005.12	\$251.70
OPTION YEAR 4 – 2015	LC95A-R	1051695C	Bulk	\$2,125.43	\$266.80

**TOTAL BASE & OPTION YEARS**

**\$9,490.27**

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
 TOTAL TONS  
 10,000 Tons**

**10**                      **BISHOP, CA**                      **FS/R5**

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	P100-F MVP-F	0363094B	Phos-Bin	\$3,645.80	\$45.45
OPTION YEAR 1 - 2012	P100-F	0363094B	Phos-Bin	\$3,864.55	\$48.18
OPTION YEAR 2 – 2013	P100-F MVP-F	0363094B 0403014A/B	Phos-Bin	\$4,096.42	\$51.07
OPTION YEAR 3 – 2014	P100-F MVP-F	0363094B 0403014A/B	Phos-Bin	\$4,342.21	\$54.13
OPTION YEAR 4 – 2015	P100-F MVP-F	0363094B 0403014A/B	Phos-Bin	\$4,602.74	\$57.38

**TOTAL BASE & OPTION YEARS**

**\$20,551.72**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
TOTAL TONS**  
 11                      PORTERVILLE, CA                      FS/R5                      10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	P100-F	0363094B	Bulk	\$3,593.71	\$47.67
OPTION YEAR 1 - 2012	P100-F	0363094B	Bulk	\$3,809.33	\$50.53
OPTION YEAR 2 – 2013	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk	\$4,037.89	\$53.56
OPTION YEAR 3 – 2014	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk	\$4,280.17	\$56.78
OPTION YEAR 4 – 2015	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Bulk	\$4,536.98	\$60.18
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$20,258.08</u>	

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
TOTAL TONS**  
 12                      MONTAGUE, CA                      FS/R5                      10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	LC95A-R	1051695C	Bulk	\$1,570.10	\$164.00
OPTION YEAR 1 - 2012	LC95A-R	1051695C	Bulk	\$1,664.31	\$173.84
OPTION YEAR 2 – 2013	LC95A-R	1051695C	Bulk	\$1,764.16	\$184.27
OPTION YEAR 3 – 2014	LC95A-R	1051695C	Bulk	\$1,870.01	\$195.33
OPTION YEAR 4 – 2015	LC95A-R	1051695C	Bulk	\$1,982.22	\$207.05
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$8,850.80</u>	

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
TOTAL TONS**  
**13**                      **OMAK, WA**                      **BIA**                      **10,000 Tons**

	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>BASE YEAR 2011</b>	LC95A-R	1051695C	Bulk	\$1,600.90	\$150.10
<b>OPTION YEAR 1 - 2012</b>	LC95A-R	1051695C	Bulk	\$1,696.95	\$159.11
<b>OPTION YEAR 2 – 2013</b>	LC95A-R	1051695C	Bulk	\$1,798.77	\$168.65
<b>OPTION YEAR 3 – 2014</b>	LC95A-R	1051695C	Bulk	\$1,906.70	\$178.77
<b>OPTION YEAR 4 – 2015</b>	LC95A-R	1051695C	Bulk	\$2,021.10	\$189.50
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$9,024.42</u>	

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
TOTAL TONS**  
**14**                      **LAGRANDE, OR**                      **FS/R6**                      **10,000 Tons**

	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>BASE YEAR 2011</b>	LC95A-R	1051695C	Bulk	\$1,692.61	\$94.49
<b>OPTION YEAR 1 - 2012</b>	LC95A-R	1051695C	Bulk	<b>\$1,794.16</b>	\$100.16
<b>OPTION YEAR 2 – 2013</b>	LC95A-R	1051695C	Bulk	<b>\$1,901.81</b>	\$106.17
<b>OPTION YEAR 3 – 2014</b>	LC95A-R	1051695C	Bulk	<b>\$2,015.92</b>	\$112.54
<b>OPTION YEAR 4 – 2015</b>	LC95A-R	1051695C	Bulk	<b>\$2,136.88</b>	\$119.29
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$9,541.38</u>	

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
TOTAL TONS**  
 15                      TROUTDALE, OR                      FS/R6                      10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	LC95A-R	1051695C	Bulk	\$1,655.15	\$148.89
OPTION YEAR 1 - 2012	LC95A-R	1051695C	Bulk	\$1,754.46	\$157.82
OPTION YEAR 2 – 2013	LC95A-R	1051695C	Bulk	\$1,859.73	\$167.29
OPTION YEAR 3 – 2014	LC95A-R	1051695C	Bulk	\$1,971.31	\$177.33
OPTION YEAR 4 – 2015	LC95A-R	1051695C	Bulk	\$2,089.59	\$187.97
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$9,330.24</u>	

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
TOTAL TONS**  
 16                      JOHN DAY, OR                      FS/R6                      10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	LC95A-R	1051695C	Bulk	\$1,534.10	\$139.16
OPTION YEAR 1 - 2012	LC95A-R	1051695C	Bulk	\$1,626.14	\$147.51
OPTION YEAR 2 – 2013	LC95A-R	1051695C	Bulk	\$1,723.71	\$156.36
OPTION YEAR 3 – 2014	LC95A-R	1051695C	Bulk	\$1,827.13	\$165.74
OPTION YEAR 4 - 2015	LC95A-R	1051695C	Bulk	\$1,936.76	\$175.69
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$8,647.84</u>	

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
TOTAL TONS**  
 17                      FAYETTEVILLE, AR                      FS/R8                      10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR 2011	P100-F	0363094B	Phos-Bin	\$4,057.83	\$236.36
OPTION YEAR 1 – 2012	P100-F	0363094B	Phos-Bin	\$4,301.30	\$250.54
OPTION YEAR 2 – 2013	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,559.38	\$265.57
OPTION YEAR 3 – 2014	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,832.94	\$281.51
OPTION YEAR 4 – 2015	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$5,122.92	\$298.40
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$22,874.37</u>	

**ITEM NO.**                      **AIRTANKER BASE**                      **AGENCY/REGION**                      **ESTIMATED  
TOTAL TONS**  
 18                      CHATTANOOGA, TN                      FS/R8                      10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
BASE YEAR - 2011	P100-F	0363094B	Phos-Bin	\$4,017.73	\$290.91
OPTION YEAR 1 - 2012	P100-F	0363094B	Phos-Bin	\$4,258.79	\$308.36
OPTION YEAR 2 – 2013	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,514.32	\$326.87
OPTION YEAR 3 – 2014	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,785.18	\$346.48
OPTION YEAR 3 – 2014	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$5,072.29	\$367.27
<b>TOTAL BASE &amp; OPTION YEARS</b>				<u>\$22,648.31</u>	



**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.            AIRTANKER BASE    AGENCY/REGION    ESTIMATED TOTAL TONS**  
**19                    LAKE CITY, FL    FSR8    10,000 Tons**

	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>BASE YEAR - 2011</b>	P100-F	0363094B	Phos-Bin	\$3,884.36	\$252.20
<b>OPTION YEAR 1 - 2012</b>	P100-F	0363094B	Phos-Bin	\$4,117.43	\$267.33
<b>OPTION YEAR 2 – 2013</b>	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,364.47	283.37
<b>OPTION YEAR 3 – 2014</b>	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,626.34	\$300.37
<b>OPTION YEAR 4 - 2015</b>	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,903.92	\$318.40

**TOTAL BASE & OPTION YEARS**

\$21,896.52

**ITEM NO.            AIRTANKER BASE    AGENCY/REGION    ESTIMATED TOTAL TONS**  
**20                    FT. WAINWRIGHT, AK    BLM    10,000 Tons**

	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>BASE YEAR - 2011</b>	LC95A-R	1051695C	Bulk	\$1,953.10	\$539.55
<b>OPTION YEAR 1 - 2012</b>	LC95A-R	1051695C	Bulk	\$2,070.29	\$571.92
<b>OPTION YEAR 2 – 2013</b>	LC95A-R	1051695C	Bulk	\$2,194.50	\$606.24
<b>OPTION YEAR 3 – 2014</b>	LC95A-R	1051695C	Bulk	\$2,326.17	\$642.61
<b>OPTION YEAR 4 - 2015</b>	LC95A-R	1051695C	Bulk	\$2,465.74	\$681.17

**TOTAL BASE & OPTION YEARS**

\$11,009.80

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.**  
21      **AIRTANKER BASE**  
Canon City, CO      **AGENCY/REGION**  
BLM      **ESTIMATED  
TOTAL TONS**  
10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
OPTION YEAR 1 - 2012	P100-F	0363094-B	Phos-Bin	\$3,943.41	\$155.55
OPTION YEAR 2 – 2013	P100-F MVP-F	0363094B 0403014A/B	Phos-Bin	\$4,174.71	\$164.88
OPTION YEAR 3 – 2014	P100-F MVP-F	0363094B 0403014A/B	Phos-Bin	\$4,425.20	\$174.78
OPTION YEAR 4 - 2015	P100-F MVP-F	0363094B 0403014A/B	Phos-Bin	\$4,690.71	\$185.26

**TOTAL BASE & OPTION YEARS** \_\_\_\_\_ \$

**ITEM NO.**  
21      **AIRTANKER BASE**  
Canon City, CO      **AGENCY/REGION**  
BLM      **ESTIMATED  
TOTAL TONS**  
10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
OPTION YEAR 1 - 2012	LC95A-F	0381045-C	Bulk	N/A	N/A
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,322.14	\$140.98
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,461.47	\$149.44
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,609.16	\$158.41

**TOTAL BASE & OPTION YEARS** \_\_\_\_\_



**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

<b>ITEM NO.</b> 23	<b>AIRTANKER BASE</b> Rifle, CO	<b>AGENCY/REGION</b> BLM	<b>ESTIMATED TOTAL TONS</b> 10,000 Tons
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	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>OPTION YEAR 1 - 2012</b>	P100-F	0363094B	Phos-Bin	\$3,921.95	\$134.09
<b>OPTION YEAR 2 – 2013</b>	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,151.97	\$142.14
<b>OPTION YEAR 3 – 2014</b>	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,401.09	\$150.66
<b>OPTION YEAR 4 - 2015</b>	P100-F <i>MVP-F</i>	0363094B <i>0403014A/B</i>	Phos-Bin	\$4,665.15	\$159.70

**TOTAL BASE & OPTION YEARS**

\$

<b>ITEM NO.</b> 23	<b>AIRTANKER BASE</b> Rifle, CO	<b>AGENCY/REGION</b> BLM	<b>ESTIMATED TOTAL TONS</b> 10,000 Tons
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	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>OPTION YEAR 1 - 2012</b>	LC95A-F	0381045-C	Bulk	N/A	N/A
<b>OPTION YEAR 2 – 2013</b>	LC95A-F	0381045-C	Bulk	\$2,283.98	\$102.82
<b>OPTION YEAR 3 – 2014</b>	LC95A-R	0381045-C	Bulk	\$2,421.02	\$108.99
<b>OPTION YEAR 4 - 2015</b>	LC95A-R	0381045-C	Bulk	\$2,566.28	\$115.53

**TOTAL BASE & OPTION YEARS**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**ITEM NO.** 24      **AIRTANKER BASE**      **AGENCY/REGION**      **ESTIMATED TOTAL TONS**  
 Craig, CO      BLM      10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
OPTION YEAR 1 - 2012	LC95A-R	1051695-C	Phos-Bin	\$1,642.13	\$84.00
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$2,116.25	\$89.04
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$2,243.22	\$94.38
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,377.81	\$100.05

**TOTAL BASE & OPTION YEARS**

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

**ITEM NO.** 24      **AIRTANKER BASE**      **AGENCY/REGION**      **ESTIMATED TOTAL TONS**  
 Craig, CO      BLM      10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
OPTION YEAR 1 - 2012	LC95A-F	0381045-C	Bulk	\$1,787.37	\$84.00
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,270.20	\$89.04
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,406.41	\$94.38
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,550.80	\$100.05

**TOTAL BASE & OPTION YEARS**



SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

**ITEM NO.** **AIRTANKER BASE** **AGENCY/REGION** **ESTIMATED**  
26 Rawlings, WY BLM **TOTAL TONS**  
10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
OPTION YEAR 1 - 2012	LC95A-R	1051695-C	Phos-Bin	\$1,727.13	\$74.00
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$1,830.76	\$78.44
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$1,940.60	\$83.15
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,057.04	\$88.14

TOTAL BASE & OPTION YEARS

\$

**ITEM NO.** **AIRTANKER BASE** **AGENCY/REGION** **ESTIMATED**  
26 Rawlings, CO BLM **TOTAL TONS**  
10,000 Tons

	PRODUCT	LOT NUMBER	PACKAGE OFFERED – Unit of Measure	PRICE PER TON w/Transportation costs	TRANSPORTATION BASELINE
OPTION YEAR 1 - 2012	LC95A-F	0381045-C	Bulk	\$1,872.37	\$74.00
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$1,984.71	\$78.44
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,103.79	\$83.15
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,230.02	\$88.14

TOTAL BASE & OPTION YEARS





SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

**ITEM NO.**  
28

**AIRTANKER BASE**  
Greybull, WY

**AGENCY/REGION**  
BLM

**ESTIMATED TOTAL TONS**  
10,000 Tons

	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>OPTION YEAR 1 - 2012</b>	LC95A-R	1051695-C	Phos-Bin	\$2,156.13	\$83.00
<b>OPTION YEAR 2 – 2013</b>	LC95A-R	1051695-C	Phos-Bin	\$2,285.50	\$87.98
<b>OPTION YEAR 3 – 2014</b>	LC95A-R	1051695-C	Phos-Bin	\$2,422.63	\$93.26
<b>OPTION YEAR 4 - 2015</b>	LC95A-R	1051695-C	Phos-Bin	\$2,567.99	\$98.85

TOTAL BASE & OPTION YEARS

\$

**ITEM NO.**  
28

**AIRTANKER BASE**  
Greybull, WY

**AGENCY/REGION**  
BLM

**ESTIMATED TOTAL TONS**  
10,000 Tons

	<b>PRODUCT</b>	<b>LOT NUMBER</b>	<b>PACKAGE OFFERED – Unit of Measure</b>	<b>PRICE PER TON w/Transportation costs</b>	<b>TRANSPORTATION BASELINE</b>
<b>OPTION YEAR 1 - 2012</b>	LC95A-F	0381045-C	Bulk	\$2,301.37	\$83.00
<b>OPTION YEAR 2 – 2013</b>	LC95A-F	0381045-C	Bulk	\$2,439.45	\$87.98
<b>OPTION YEAR 3 – 2014</b>	LC95A-F	0381045-C	Bulk	\$2,585.82	\$93.26
<b>OPTION YEAR 4 - 2015</b>	LC95A-F	0381045-C	Bulk	\$2,740.97	\$98.85

TOTAL BASE & OPTION YEARS





**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

<u>ITEM NO.</u> 32	<u>AIRTANKER BASE</u> Safford, AZ		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$1,962.85	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,116.81	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$2,063.05	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,226.24	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,183.81	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,356.80	

**TOTAL BASE & OPTION YEARS**

\$

<u>ITEM NO.</u> 33	<u>AIRTANKER BASE</u> Toole, UT		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$1,775.52	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$1,929.48	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$1,877.06	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,040.26	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$1,984.70	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,157.69	

**TOTAL BASE & OPTION YEARS**

\$

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

<u>ITEM NO.</u> 34	<u>AIRTANKER BASE</u> Nephi, UT		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$2,041.47	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,195.43	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$2,117.21	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,280.41	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,225.99	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,398.98	

<u>ITEM NO.</u> 35	<u>AIRTANKER BASE</u> Fillmore, UT		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$2,552.73	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,706.69	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$2,589.02	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,752.21	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,698.73	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,871.72	

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

<u>ITEM NO.</u> 36	<u>AIRTANKER BASE</u> McDermitt, NV		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$2,293.09	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,447.05	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$2,396.86	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,560.06	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,506.86	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,679.85	

<u>ITEM NO.</u> 37	<u>AIRTANKER BASE</u> Wells, NV		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$1,811.20	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$1,965.16	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$1,913.08	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,076.28	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,021.08	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,194.07	

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

<u>ITEM NO.</u> 38	<u>AIRTANKER BASE</u> Panaca, NV		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$1,916.12	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,070.80	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$2,020.90	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,184.09	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,131.96	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,304.85	

<u>ITEM NO.</u> 39	<u>AIRTANKER BASE</u> Jean, NV		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$1,903.00	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,256.96	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$2,010.82	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,174.02	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,125.10	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,298.09	

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

<u>ITEM NO.</u> 40	<u>AIRTANKER BASE</u> Mesquite, NV		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 2 – 2013	LC95A-R	1051695-C	Phos-Bin	\$2,052.12	
OPTION YEAR 2 – 2013	LC95A-F	0381045-C	Bulk	\$2,206.08	
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$2,158.32	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,321.52	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$2,270.89	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,443.88	

<u>ITEM NO.</u> 41	<u>AIRTANKER BASE</u> Mt. Home, ID		<u>AGENCY/REGION</u> BLM		<u>ESTIMATED TOTAL TONS : 94</u>
	<u>PRODUCT</u>	<u>LOT NUMBER</u>	<u>PACKAGE OFFERED – Unit of Measure</u>	<u>PRICE PER TON w/Transportation costs</u>	<u>TRANSPORTATION BASELINE</u>
OPTION YEAR 3 – 2014	LC95A-R	1051695-C	Phos-Bin	\$1,883.10	
OPTION YEAR 3 – 2014	LC95A-F	0381045-C	Bulk	\$2,046.29	
OPTION YEAR 4 - 2015	LC95A-R	1051695-C	Phos-Bin	\$1,993.09	
OPTION YEAR 4 - 2015	LC95A-F	0381045-C	Bulk	\$2,166.08	



**SECTION B – SUPPLIES OR SERVICES AND PRICES/COST**

**B-2 MISCELLANEOUS SERVICES**

In accordance with Section, G the following miscellaneous service items need to be priced. When ordered by the Government and performed by the Contractor, the following service items will be paid at these rates:

- (a) Government owned equipment repair (materials) Actual cost basis
- (b) Government owned equipment maintenance/repair Labor **\$ 50** per hr

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- C-1 SCOPE OF CONTRACT**
- C-2 QUALIFICATION OF LONG-TERM RETARDANT PRODUCTS – PERMANENT BASES**
- C-3 SUBSTITUTION OF RETARDANT PRODUCTS**
- C-4 PRODUCT ENDORSEMENTS**
- C-5 CONTRACTOR-FURNISHED EQUIPMENT**
- C-6 REMOVAL OF CONTRACTOR-FURNISHED EQUIPMENT**
- C-7 TECHNICAL ASSISTANCE FOR CHANGE IN PRODUCT**
- C-8 GOVERNMENT RESPONSIBILITIES**

## SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C-1 SCOPE OF CONTRACT

(a) This contract provides for the normal supply requirement of long-term fire retardant to the United States Department of Agriculture (USDA) Forest Service, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs and may be used by other Government agencies with interagency agreements with any of the above.

(b) The resultant contract is a fixed-price requirements type contracts. When long-term bulk retardant is needed for the designated bases in the Schedule, the Government is obligated to purchase such quantities from the contractor. Other Federal Agencies and cooperators may use the national long-term retardant contracts at their option.

(c) Only products approved and listed on the Qualified Products List (QPL) for Permanent Bases will be accepted as long-term retardant for award purposes in the schedule of items for designated bases.

### C-2 QUALIFICATION OF LONG-TERM RETARDANT PRODUCTS – PERMANENT BASES

(a) The long-term retardant to be furnished shall be qualified and approved on the Qualified Products List (QPL) in accordance with U.S. Department of Agriculture, Forest Service, Specification for Long Term Retardant, Forest Fire, Aircraft or Ground Application, 5100-304c with amendments. This list can be found in Section J, Exhibit J-4 approved fire chemicals.

(b) The retardant product to be furnished shall be identical to the qualified lot number inserted in the space provided in Part 1- Retardant, FOB destination in the Schedule of Items. A single lot number shall be inserted for each product.

### C-3 SUBSTITUTION OF RETARDANT PRODUCTS

Only products that appear on the Long Term Retardant Qualified Products List (QPL) shall be considered for substitution:

(a) Substitution of a different approved qualification lot number within a single retardant product trade name must be approved in writing in advance by the Contracting Officer.

(b) Dis-similar approved retardant products may also be requested for substitution.

(c) Conditionally-approved products may be requested for substitution of a fully approved product.

(d) Requests for a proposed substitution shall be submitted in writing to the Contracting Officer within seventy two (72) hours after the point in time that the Contractor determines that a substitution will become necessary and before any changeover in the production of the new lot begins.

## SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C-4 PRODUCT ENDORSEMENTS

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

### C-5 CONTRACTOR-FURNISHED EQUIPMENT

(a) The Contractor shall furnish equipment that is not owned by the agency and available at the base to store, mix, load, and handle the retardant product. A contractor-furnished equipment list, which will be incorporated into the contract, shall be submitted with contractor's Technical Proposal in accordance with Section L. See Section J, Exhibit J-1, for list of Government Furnished equipment. The following equipment may be required, but is not limited to:

(1) Handling Equipment. Forklifts for handling dry products.

(2) Mixing Equipment. Eductor or batch mixer, vari-blender or orifice blender whichever is applicable.

(3) Storage Tanks. Tanks necessary to store sufficient amounts of water and retardant with adequate recirculation capability to meet daily peak demand at the base as shown in Section J, Exhibit 1. Contractor-furnished off load tanks are not required unless specified in Section J, Exhibit J-1.

(4) Other Equipment. Other equipment, e.g., pumps, etc., required, as Contractor-furnished equipment will be in addition to Government furnished equipment as specified in Section J, Exhibit J-1.

(5) Some bases may require extensive contractor-furnished equipment. A site visit is advisable to establish the contractor-furnished equipment needs. A complete list should be submitted with contractor's technical proposal.

(b) The Contractor shall install, maintain and secure all contractor-furnished equipment such that during proper operation of the equipment contamination will not occur.

(c) Contractor furnished equipment shall be sufficient to meet the daily peak demand as specified in Section J, Exhibit 1. This equipment shall be compatible with a system capable of providing a loading rate of 200 gallons per minute to a maximum of 500 gallons per minute.

### C-6 REMOVAL OF CONTRACTOR-FURNISHED EQUIPMENT

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

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C-7 TECHNICAL ASSISTANCE FOR CHANGE IN PRODUCT**

After the award of a contract for a specific product for a designated airtanker base, a change in product type will be supported by the contractor and approved by the government. For example, a change from liquid concentrate to dry powder or a change from dry powder to liquid concentrate requires that the Contractor provide technical assistance to base personnel for establishing operations to include training on handling, storing, recirculation, mixing and loading the retardant product.

**C-8 GOVERNMENT RESPONSIBILITIES**

The Government is responsible to maintain all government provided equipment in good working condition, however, the Government may request the Contractor perform maintenance. If there is a cost to the contractor to perform the requested maintenance, the Government representative will contact the COR or CO with the request. The CO will obtain an official quote prior to the work proceeding. The invoice will be submitted through regular payment procedures and will contain the appropriate documentation to support the invoice.

**SECTION D – PACKAGING AND MARKING**

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

**D-2 MARKING**

**D-3 PACKING LIST**

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

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

## SECTION D – PACKAGING AND MARKING

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

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

### D-2 MARKING

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

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

### D-3 PACKING LIST

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

- (1) Name and address of consignor,
- (2) The name and address of consignee,
- (3) Government purchase order number,
- (4) Government bill of lading number covering the shipment, if any, and
- (5) Description of the material shipped (Materials Shipping Data Sheet), including shipping lot number and qualification lot number, item number, quantity, number of containers, and package number, if any.

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

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

- (1) - Shipping Date
- (2) - Shipping Lot Number
- (3) - Qualification Lot Number
- (4) - Airtanker Base
- (5) - Government Purchase Order Number
- (6) - Quantity

**SECTION D – PACKAGING AND MARKING**

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

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



**SECTION E – INSPECTION AND ACCEPTANCE**

**E-1 INSPECTION OF SUPPLIES - FIXED-PRICE (FAR 52.246-02)(AUG 1996)**

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

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

**E-4 ACCEPTANCE INSPECTION AND TESTS**

**E-5 QUALITY ASSURANCE TESTS**

## SECTION E – INSPECTION AND ACCEPTANCE

### E-1 INSPECTION OF SUPPLIES - FIXED-PRICE (FAR 52.246-02)(AUG 1996)

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

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

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

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

(e)

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

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

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

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected

## SECTION E – INSPECTION AND ACCEPTANCE

supplies without disclosing the former rejection or requirements for correction, and, when required, shall disclose the corrective action taken.

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

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

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

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

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

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

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

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

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

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

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

## **SECTION E – INSPECTION AND ACCEPTANCE**

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION E – INSPECTION AND ACCEPTANCE

### E-5 QUALITY ASSURANCE TESTS

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

Quality Control Testing. Quality Control Testing is the testing done at the base to ensure that products going to the field is of proper quality. All test results shall be recorded and maintained for future reference. Base Managers are responsible for oversight and insuring that the following is accomplished:

(1) The base personnel shall be required to test every aircraft load for **salt content** (refractometer reading) **as follows:** .

- a. Wet Concentrate Products – Sample and test at least 3 times during the loading operation, i.e. early in the loading, near middle of load, and late in the loading operation.
- b. Dry Concentrate Products – **Sample and Test every aircraft load as it is being loaded into the aircraft.**

(2) The base personnel shall test for viscosity by taking samples every five (5) to ten (10) aircraft loads and analyzing the samples at the end of each day if the product is a thickened product.

- a. The base personnel shall re-circulate mixed and concentrated retardant as appropriate for the product. Each batch of mixed retardant made from dry powder concentrate shall be tested for salt content by refractometer reading and adjusted as necessary before transferring to storage tanks.
- b. Mixed retardant will be tested for salt content by refractometer in the storage tank when additional mixed retardant is added. This usually occurs during active loading of aircraft.

The base personnel shall test mixed retardant in storage for compliance with salt content and viscosity every 7 days following recirculation.

The Government has the right to take random samples for assurance testing to meet QPL requirements. Quality assurance tests will be conducted in accordance with the procedures and requirements established during product qualification. These quality assurance tests will be conducted by the Government or at private laboratories at the discretion of the Government and will consist of quantifying physical and chemical properties by appropriate laboratory analysis.

The retardant products are qualified only at the mix ratios shown on the Qualified Products List (QPL Exhibit J-4) and adjusted only as necessary to stay within the indicated acceptable range of refractometer readings as shown on the table of Retardant Characteristics (Exhibit J-5).

**SECTION F – DELIVERIES OR PERFORMANCE**

- F-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**
- F-2 ORDERING**
- F-3 DELIVERY-ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**
- F-4 REQUIRED DELIVERY TIME**
- F-5 DELIVERY LOCATION**
- F-6 CERTIFICATION OF TRANSPORTATION CHARGES**
- F-7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

**SECTION F – DELIVERIES OR PERFORMANCE**

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
FAR 52-211-17	SEP 1989	DELIVERY OF EXCESS QUANTITIES
FAR 52.242-15	AUG 1989	STOP-WORK ORDER
FAR 52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
FAR 52.247-29	FEB 2006	F.O.B. ORIGIN
FAR 52.247-34	NOV 1991	F.O.B. DESTINATION
FAR 52.247-59	APR 1984	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS

**F-2 ORDERING**

(a) Orders for the fire retardant listed in Section B may be issued by one of the following:

- (1) United States Department of Agriculture, Forest Service
- (2) United States Department of Interior, Bureau of Land Management, and
- (3) Other agencies with interagency agreements with any of the above.

(b) Orders may be issued orally by authorized Base Managers. All oral orders will be followed-up with a confirming written order by the appropriate acquisition office. Agencies placing the order should request confirmation/acknowledgement of receipt of the order by the contractor especially when there is a critical need for the supplies.

(c) No other acquisition instruments shall be paid under this contract.

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

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

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of 88 tons for dry products or 176 tons for liquid products;

## SECTION F – DELIVERIES OR PERFORMANCE

(2) Any order for a combination of items in excess of 88 tons for dry products or 176 tons for liquid products.

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) This is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)). Under this contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after notification of the order, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### F-4 REQUIRED DELIVERY TIME

(a) Normal Delivery – **(as applicable)** Deliveries to destination, in Geographic FS Regions 1, 2, 3, 4, 5, & 6 shall be made within 72 hours after the receipt of an order.

(b) Deliveries in FS Region's 8 & 9 shall be made within 96 hours after receipt of an order. If expedite delivery is requested, delivery must be within 24-48 hours of order to meet the requirements for expedited charges.

(c) Alaska Delivery **(as applicable)** (FS, Region 10) - Fairbanks, Alaska, deliveries shall be made within 30 days after receipt of an order. Expedited delivery to Fairbanks will be made within 10 days as stated on the order. Ft Yukon, Alaska, deliveries shall be made within 60 days after receipt of an order.

### F-5 DELIVERY LOCATION

The location(s) for delivery are designated in Section B, in the Schedule of Items.

### F-6 CERTIFICATION OF TRANSPORTATION CHARGES

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

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

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

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



**SECTION F – DELIVERIES OR PERFORMANCE**

"I certify that the transportation charges stated herein are correct and represent the actual transportation charges or the transportation amount shown in the Schedule, whichever is less."

**F-7 OPTION TO EXTEND THE TERMS OF THE CONTRACT (FAR 52.217-9) (MARCH 2000)**

Base Year Contract with Four Option Years:

The contract period shall be effective ***April 1-March 31 of each year.*** However, at the option of the Government, the contract may be extended for four option year periods provided the Contracting Officer serves notice of intent to extend at least 60 days prior to contract expiration. The extension will be with the same terms and conditions of the contract and pricing for that option year will be enforced.

**SECTION G – CONTRACT ADMINISTRATION DATA**

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

**G-2 COST OF TRANSPORTATION**

**G-3 PAYMENT PROCEDURES**

**G-4 ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL  
(FAR 52.216-4 (JAN 1997))**

## SECTION G – CONTRACT ADMINISTRATION DATA

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

(a) Payment for long-term fire retardant will be paid as follows.

**FOB DESTINATION** – Total bid price includes but not limited to:

- (1) Product costs, including Contractor provided equipment, if applicable, and
- (2) transportation costs

(b) Payments for Federal Agencies will be in accordance with FAR 52-232.25, Prompt Payment.

### G-2 COST OF TRANSPORTATION

(a) Transportation and the cost thereof for products shown in the Schedule of Items will be in accordance with Clause FAR 52.247-34, FOB destinations.

(b) The Contractor shall prepay all freight charges and include them as a separate line item on invoices for payment of the item furnished.

(c) When freight charges are reimbursed on an actual-expense basis, (Actual-expense basis for destinations not shown in the Schedule of Items) one of the following modes of transportation will be used:

(1) Common carrier subject to a governing freight classification or tariff.

(2) Contract between the Contractor and a transportation firm. The contract is to be a bona-fide "arms length" transaction and a copy of each such contract will be furnished to the Contracting Officer prior to contract performance.

(3) When Contractor-owned or leased transportation equipment is used, reimbursement will be made for the actual costs of ownership and operation of such equipment or actual lease costs and operation cost of such equipment. Fuel surcharge will be allowed as the actual additional cost of fuel due to increased prices of fuel above the price used in establishing the transportation rates shown in the Schedule of Items. This amount will be shown as a separate item on invoices for the payment of the item furnished. Invoices containing fuel surcharges must be submitted no later than 45 days from shipment in order to be paid otherwise payment will not be allowed.

(e) Expedited Freight Charges – The Government will reimburse the contractor for expedited delivery charges for freight. The Ordering Manager will be responsible for documenting and justifying the additional costs for this service. Price will be determined at time order is placed. (See F-4(b) for Regions 8 and 9).

***(f) Fuel Surcharge - The Government will reimburse the Contractor for the fuel surcharge for each shipment of retardant in a fixed amount as indicated in Exhibit J-6, Fuel Surcharge by Item Number. The surcharge amounts will be renewed annually based on the average percent of fuel surcharge for the previous year as mutually agreed upon the Contracting Officer and the Contractor. The Contractor shall provide actual shipment costs with actual surcharge costs to the Contracting Officer on an annual basis no later than December 1 annually. The contractor warrants that the surcharge information***

## SECTION G – CONTRACT ADMINISTRATION DATA

***provided is not in excess of any fuel surcharge imposed on other forms for which the transportation firms used provides freight hauling services. The fuel surcharge shall be listed as a separate item on the invoices for the payment of the item furnished. Invoices containing fuel surcharges must be submitted and received by the air tanker base with the freight invoice.*** Invoices for fuel surcharges shall be submitted to the Airtanker Base Managers for processing electronically by ICL. The Airtanker Base Managers or other designated individual will print the invoice, date stamp the invoice with the date that the invoice was received, and submit the fully audited invoice to the Albuquerque Service Center or to the local procurement official no later than five (5) days after receipt of the invoice unless there are problems with the invoice. Submission of the invoice with all the back-up documentation to either ASC or to the local procurement official may be scanned and sent electronically with the date, full signatures and the following statement “Services received and proper for payment” is included.”

### G-3 PAYMENT PROCEDURES

(a) Forest Service payments under this contract may be made by Government credit card or through use of Form SF-1449, Order for Commercial Items, along with the Resource Order. Invoice amounts shall be verified against the contract pricing/rates. All quantities shall be verified and the appropriate job code breakdown shall be included before forwarding the invoice to the appropriate paying official.

If using a Form SF-1449, submit a scanned copy of the SF-1449, a copy of the resource order, and an original invoice signed with a full signature (First and Last) and printed name (first and last) and the statement “Services received and proper for payment.” Submit the invoice electronically to [ASC\\_IPC@fs.fed.us](mailto:ASC_IPC@fs.fed.us). The subject line of the email shall include the “ICL Invoice number and the Air Tanker Base representative full name (First and Last).” Invoices may also be faxed to 866-816-9532. If you are unable to either send electronically or by fax, then mail the complete invoice package to:

USDA, Forest Service  
Albuquerque Service Center (ASC)  
Incident Business Branch  
101 B Sun Avenue NE  
Albuquerque, NM 87109  
Phone: 877-0372-7248  
FAX: 866-816-9532

**Base manager must insure that all original invoices are date stamped with the date of receipt.** Include appropriate documentation if necessary to support the invoice, as well as clearly indicate the contract number, individual and telephone number to contact by the payment center, if there are questions.

### (b) BLM PAYMENT PROCEDURES

**SECTION G – CONTRACT ADMINISTRATION DATA**

**ICL shall submit draft 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 ICL for them to invoice BLM via IPP (see below).**

**ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011)**

**Payment requests must be submitted electronically through the U. S. Department of the Treasury’s Internet Payment Platform System (IPP).**

**"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 in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.**

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

**\_\_Vendor’s Itemized Invoice\_\_\_\_\_**

**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 email 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](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.**

**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 utilizing this contract will follow their own administrative payment procedures.

**G-4 ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL (FAR 52.216-4) (JAN 1997)**

The above clause is included in Section I to protect the contractor and the Government against significant fluctuations in labor and material costs, including gasoline, and to provide for contract price adjustments should unforeseen events occur. All other adjustments of price for options years shall be included it the bid price for each Bid Item.

**BULK RETARDANT CONTRACT INVOICING**

### SECTION G – CONTRACT ADMINISTRATION DATA

- (a) All invoices affiliated with the bulk contract AG-024B-C-11-9014 will be submitted to the appropriate point of contact for each Forest Service Airtanker base under the contract through email from the current contractor, ICL Performance Products, LP.
- (b) ICL has the responsibility to submit a proper invoice to the government, and the government has the responsibility to acknowledge receipt of a proper invoice, review the invoice, and verify the charges are correct. Requiring the invoices be submitted electronically will provide for timely delivery and acceptance of the invoices and minimize or eliminate missing invoices.
- (c) Air Tanker Base Managers have been designated as Project Inspectors for this contract. Your responsibility for managing this contract includes the appropriate review and audit of all invoices submitted under the terms of this contract. The Incident Business Branch at the Albuquerque Service Center, and the Incident Support Branch in Boise have agreed to accept electronically scanned signatures for services received and invoices that are ready for payment rather than hard copy documents. Electronic submissions will provide for more timely and accurate tracking of invoices as well as minimize or eliminate prompt payment interest payments. (Forest Service Bases)
- (d) Invoice Procedures: Print the invoice and date stamp the invoice upon receipt. In reviewing the invoice validate all charges on the invoice against the documentation provided as back-up or in your possession. Validate that the pricing on the invoice matches the appropriate year in the contract, and validate that all other charges are consistent with the contract. After the invoice has been reviewed and the charges have been verified as being correct, print and sign your full name (First and Last) on the invoice, and include the following statement “Services were received and are proper for payment”, as submitted. Scan the signed invoice and submit the invoice and all of the supporting receipts and documentation with the correct job code(s) and over-ride(s) and a break down of the charges to ASC or the Administrative Unit paying with Government Purchase Card. This is the only documentation needed by ASC in order to process the invoice for payment. As the approving official, maintain a copy of the invoice and a copy of all receipts and back-up documentation as the official record. This documentation shall be maintained for six years after the close out of the contract.
- (e) Complete electronic invoices and all supporting documentation shall be submitted to [ASC\\_IPC@fs.fed.us](mailto:ASC_IPC@fs.fed.us). If it is more convenient for you to fax the package to ASC, use the following fax number: 1-866-816-9532. If you fax these documents, follow-up with a phone call to ASC confirm receipt. (See section G-3 of the contract for additional information.)
- (f) If the air tanker base utilizes a local or zone procurement official to pay for retardant with a purchase card, be sure to provide the paying official with the appropriate documentation as identified above.
- (g) The following are the key points for processing invoices:
- (1) Print each invoice upon receipt.
  - (2) Date stamp each invoice upon receipt.

### SECTION G – CONTRACT ADMINISTRATION DATA

- (3) Review all invoice charges and audit all charges against the contract and the back-up documents for the gallons pumped and all other applicable charges/rates.
- (4) Verify that all of the charges on the invoice are accurate and in compliance with the contract, then:
  - (i) Print full name (First and Last Name) and phone number
  - (ii) Sign invoice (Full name – First and Last Name)
  - (iii) Date the invoice
  - (iv) Include the following required statement on all invoices with your signature “Services received and proper for payment”.
- (5) Submit the invoice and all of the back-up documentation (with signature and dates) showing the total charges appropriately allocated to the appropriate job code(s) and over-ride code(s) to ASC (via email or fax) or to the procurement official to pay if the retardant was purchased with a purchase card.
- (6) Verify all job codes to ensure they were not changed during the life of the incident and adjust Daily Records, if necessary (Utilize Firecode)
- (7) Submit the completed and approved invoice within five days of receipt.
- (8) Respond promptly to any inquiries/discrepancies identified by ASC or the local paying official via telephone or by email as quickly as possible – ASC is unable to process payments or credits until all discrepancies have been resolved.
- (9) Payments are time sensitive and must comply within the Prompt Payment Act.

#### G-6 FUEL SURCHARGE INVOICES

- (a) Fuel surcharge invoices and appropriate documentation will be submitted electronically by ICL to the appropriate point of contact for each Forest Service Airtanker base. ***The Contractor’s invoices for Fuel Surcharge shall be included as a separate line on the invoice for the bulk retardant.*** The invoice processing procedures for these invoices are the same as the other invoices although the job code will be the appropriate Fuel Surcharge Job Code established for each region.
- (b) If a bulk retardant airtanker base submits retardant invoices to ASC than any fuel surcharge invoice should be submitted to ASC for payment. Otherwise, give the signed, dated, and completed invoice to the paying official that processes the retardant invoices.

## SECTION G – CONTRACT ADMINISTRATION DATA

### G-7 ORDERING RETARDANT

(a) There have been occurrences where some bulk retardant bases have needed to restock their inventory and will charge the entire restock to the latest fire. This is not appropriate as the latest fire most likely did not use all of that retardant, however in the case where they did than it is appropriate.

(b) In reality any restock of retardant should get prorated based on actual use. This is probably feasible if only a few fires received the retardant, it was all to initial attack fires, or again just one fire used all of it. It is also critical for any reimbursable fires to track those costs such that they will be included when a bill is submitted for payment.

(c) In situations where it is a challenge to prorate the charges, than utilize your local unit's support P code for these purchases. The incident cost records will have the actual costs per your records for total fire cost if needed. If your unit does not have a support code you can use, than contact the COR for assistance.

**Questions or concerns on any invoice should be directed to the Contracting Officer Representative or ICL.**



## SECTION H – SPECIAL REQUIREMENTS

### H-1 POST-AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference is not anticipated for each base, however we expect to have one meeting with the company being awarded a contract.

### H-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (FAR 52.209-2) (JUL 2009)

(a) *Definition.* “Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of [6 U.S.C. 395](#) and for this solicitation provision (see FAR [9.108](#)).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

### H-3 COMMERCIAL FILMING AND VIDEO TAPING

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.

**SECTION I – CONTRACT CLAUSES**

- I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**
- I-2 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**
- I-3 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION. (FAR 52.209-2) (JUL 2009)**
- I-4 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (JAN 2011)**
- I-5 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**
- I-6 DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)**
- I-7 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (FAR 223-18) (SEP 2010)**

## SECTION I – CONTRACT CLAUSES

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

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

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

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

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

(FAR 52.202-1) (JUL 2004)	DEFINITIONS
(FAR 52.203-3) (APR 1984)	GRATUITIES
(FAR 52.203-5) (APR 1984)	COVENANT AGAINST CONTINGENT FEES
(FAR 52.203-6) (SEP 2006)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (ALTERNATE I) (OCT 1995)
(FAR 52.203-7) (OCT 2010)	ANTI-KICKBACK PROCEDURES )
(FAR 52.203-8) (JAN 1997)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
(FAR 52.203-10) (JAN 1997)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(FAR 52.203-12) (OCT 2010)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(FAR 52.203-13) (APR 2010)	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
(FAR 52.203-14) (DEC 2007)	DISPLAY OF HOTLINE POSTER(S)
(FAR 52.204-4) (AUG 2000)	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
(FAR 52.204-7) (APR 2008)	CENTRAL CONTRACTOR REGISTRATION
(FAR 52.204-10) (JUL 2010)	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARD
(FAR 52.209-6) (DEC 2010)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
(FAR 52.211-5) (AUG 2000)	MATERIAL REQUIREMENTS
(FAR 52.215-2) (OCT 2010)	AUDIT AND RECORDS--NEGOTIATION
(FAR 52.215-8) (OCT 1997)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
(FAR 52.215-14) (OCT 2010)	INTEGRITY OF UNIT PRICES
(FAR 52.216-4) (JAN 1997)	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIALS
(FAR 52.216-21) (OCT 1995)	REQUIREMENTS
(FAR 52.217-9) (MAR 2000)	OPTION TO EXTEND THE TERM OF THE CONTRACT
(FAR 52.219-8) (JAN 2011)	UTILIZATION OF SMALL BUSINESS CONCERNS
(FAR 52.219-9) (JAN 2011)	SMALL BUSINESS SUBCONTRACTING PLAN
(FAR 52.219-16)(JAN 1999)	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
(FAR 52.222-4) (JUL 2005)	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
(FAR 52.222-19) (JUL 2010)	CHILD LABOR – COOPERATION WITH AUTHORITES AND REMEDIES
(FAR 52.222-20) (OCT 2010)	WALSH-HEALEY PUBLIC CONTRACTS ACT
(FAR 52.222-21) (FEB 1999)	PROHIBITION OF SEGREGATED FACILITIES

**SECTION I – CONTRACT CLAUSES**

(FAR 52.222-26) (MAR 2007)	EQUAL OPPORTUNITY
(FAR 52.222-35) (SEP 2010)	EQUAL OPPORTUNITY FOR VETERANS
(FAR 52.222-36) (OCT 2010)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(FAR 52.222-37) (SEP 2010)	EMPLOYMENT REPORTS VETERANS
(FAR 52.222-50) (FEB 2009)	COMBATING TRAFFICKING IN PERSONS
(FAR 52.222-54) (JAN 2009)	EMPLOYMENT ELIGIBILITY VERIFICATION
(FAR 52.223-3) (JAN 1997)	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA – (ALTERNATE 1) (JUL 1995)
(FAR 52.223-5) (AUG 2003)	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(FAR 52.223-11) (MAY 2001)	OZONE-DEPLETING SUBSTANCES
(FAR 52.223-14) (AUG 2003)	TOXIC CHEMICAL RELEASE REPORTING
(FAR 52.225-1) (FEB 2009)	BUY AMERICAN ACT - SUPPLIES
(FAR 52.225-13) (JUN 2008)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
(FAR 52.227-1) (DEC 2007)	AUTHORIZATION AND CONSENT
(FAR 52.227-2) (DEC 2007)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(FAR 52.227-3) (APR 1984)	PATENT INDEMNITY
(FAR 52.229-3) (APR 2003)	FEDERAL, STATE, AND LOCAL TAXES
(FAR 52.230-2) (OCT 2010)	COST ACCOUNTING STANDARDS
(FAR 52.230-6) (JUN 2010)	ADMINISTRATION OF COST ACCOUNTING STANDARDS
(FAR 52.232-1) (APR 1984)	PAYMENTS
(FAR 52.232-8) (FEB 2002)	DISCOUNTS FOR PROMPT PAYMENT
(FAR 52.232-11) (APR 1984)	EXTRAS
(FAR 52.232-17) (OCT 2010)	INTEREST
(FAR 52.232-23) (JAN 1986)	ASSIGNMENT OF CLAIMS
(FAR 52.232-25) (OCT 2008)	PROMPT PAYMENT
(FAR 52.232-33) (OCT 2003)	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
(FAR 52.233-1) (JUL 2002)	DISPUTES
(FAR 52.233-3) (AUG 1996)	PROTEST AFTER AWARD
(FAR 52.233-4) (OCT 2004)	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIMS
(FAR 52.236-3) (APR 1984)	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
(FAR 52.236-7) (NOV 1991)	PERMITS AND RESPONSIBILITIES
(FAR 52.242-13) (JUL 1995)	BANKRUPTCY
(FAR 52.243-1) (AUG 1987)	CHANGES – FIXED PRICE
(FAR 52.244-6) (OCT 2010)	SUBCONTRACTS FOR COMMERCIAL ITEMS
(FAR 52.245-1) (AUG 2010)	GOVERNMENT PROPERTY
(FAR 52.245-9) (AUG 2010)	USE AND CHANGES
(FAR 52.246-17) (JUN 2003)	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
(FAR 52.246-23) (FEB 1997)	LIMITATION OF LIABILITY
(FAR 52.249-2) (MAY 2004)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(FAR 52.249-8) (APR 1984)	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
(FAR 52.253-1) (JAN 1991)	COMPUTER GENERATED FORMS

**SECTION I – CONTRACT CLAUSES**

**I-2 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**

(a) Definition. "Qualification Requirement," as used in this clause means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturer's list, or qualified bidder's list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

DIRECTOR  
FIRE AND AVIATION MANAGEMENT  
USDA FOREST SERVICE  
PO BOX 96090  
WASHINGTON DC 20013-6090

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has met the standards specified, the relevant information noted below should be provided.

Offeror's Name: \_\_\_\_\_  
Manufacturer's Name: \_\_\_\_\_  
Source's Name: \_\_\_\_\_  
Item Name: \_\_\_\_\_  
Service Identification: \_\_\_\_\_  
Test Number: \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

## SECTION I – CONTRACT CLAUSES

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

### I-3 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION (FAR 52.209-2) (JUL 2009)

(a) *Definition.* “Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of [6 U.S.C. 395](#) and for this solicitation provision (see FAR [9.108](#)).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

### I-4 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

## SECTION I – CONTRACT CLAUSES

### I-5 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### I-6 DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

### SECTION I – CONTRACT CLAUSES

(2) Establish an ongoing drug-free awareness program to inform such employees about-

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.



## SECTION I – CONTRACT CLAUSES

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

### **I-7 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (FAR 52.223-18) (SEP 2010)**

(a) *Definitions.* As used in this clause—

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor should—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**SECTION I – CONTRACT CLAUSES**

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro purchase threshold.

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National Long Term Fire Retardant – Bulk

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS  
SECTION J – LIST OF ATTACHMENTS

**EXHIBIT J-1 FACILITY, GOVERNMENT AND CONTRACTOR EQUIPMENT**

**EXHIBIT J-2 10-YEAR AVERAGE USE - BULK**

**EXHIBIT J-3 BASE CONTACT LIST**

**EXHIBIT J-4 LIST OF QUALIFIED OF APPROVED FIRE CHEMICALS (QPL)**

**EXHIBIT J-5 LONG TERM FIRE RETARDANT CHARACTERISTICS AND MIX FACTORS**

EXHIBIT J-1 - FACILITY, GOVERNMENT AND CONTRACTOR EQUIPMENT  
 BULK RETARDANT CONTRACT BASES –  
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EXHIBIT J-1 - FACILITY, GOVERNMENT AND CONTRACTOR EQUIPMENT

BID ITEM	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
<b>Northern Geographic Area (R-1)</b>									
01	FS	Missoula, MT	3 Forklifts	1 Eductor and 1 Centrifugal Pump.	3 Retardant storage tanks - 21,000 gals. total	Hoses, valves, manifold, pumps.	One transfer pump furnished by contractor, Mixing tank	2 Agency owned micro motion meters, Batch Control System	100,000
02	FS	W. Yellowstone, MT	3 Forklifts	Batch-mixer	1-10,000 gal retardant 29,000 total gal water storage tanks	Hoses, valves, manifold, pumps. 1 Agency owned micro-motion meter		3000 sq ft covered storage	50,000
03	FS	Coeur d'Alene, ID	Forklift (good condition but old).	1 Centrifugal Pump	2-10,000 gal retardant tanks; 1- 10,000 gal water tank	2 – F model Micro Motion Meters, hoses, valves, check valve, manifold, 1 recirculation and shipment offload pump.	Blending Valve system with bypass and check valve	Need reconstruction of evaporation pond with diversion valve for storm water runoff, tank containment, taxiway is narrow, loading pits need reconfigured, pilot area too small during heavy activity ( <i>design Pending</i> )	<b>50,000</b>
04	FS	Grangeville, ID	1 Forklift	1- 14A Pump 1 new (2010) micro motion used for mixing	1-9,000 gal retardant tank 1-9,000 gal water tank	1 micro motion (used for loading), 1 pressure pump with hose reel, load hoses, valves and skates, 1 gas homelite pump	1 200 gpm pump with control panel, 1 14A pump, 1 Canadian blender, hoses and fittings, 1 6000 gal retardant tank	Need to construct an approved containment/evaporation system	50,000

EXHIBIT J-1 - FACILITY, GOVERNMENT AND CONTRACTOR EQUIPMENT  
 BULK RETARDANT CONTRACT BASES –  
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BID ITEM	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
<b>Rocky Mountain Geographic Area (R-2)</b>									
05	FS	Jeffco, CO (Metro-Denver)	1 Forklift	Yes – Y Blender	3-12,000 gal retardant tanks; 1- 10,000 gal water tank	3 Agency owned micro- motion meters Hoses, valves, manifold, pumps.			30,000
<b>Southwestern Geographic Area (R-3)</b>									
06	BLM	Roswell, NM	None		1-20,000 gal retardant tank; 1- 30,000 gal water tank; 1-15,000 gal disposal tank	1 Agency owned micro-motion meter Hoses, valves, manifold, pumps.			50,000
07	FS	Silver City, NM	1 Forklift	None	4-10,000 gal tanks 2- 20,000 gal water tanks	Hoses, valves, manifold, pumps. 1 Agency owned micro-motion meter	Water & air pumps & 66,000 gal water tank on 24' diameter concrete pad furnished by contractor	Covered storage available	83,000
08	FS	Alamogordo, NM	2 Forklifts	Eductor	2-12,000 gal tanks; 1-12,000 gal water; 1- 4,000 gal offload. The three 12,000 gal tanks all have new man-holes on the top and in end caps.	2 Agency owned micro- motion meters Hoses, valves, manifold, pumps.		5 Fairly new pumps, 2 gas and 3 electric	<b>83,000</b>

**EXHIBIT J-1 - FACILITY, GOVERNMENT AND CONTRACTOR EQUIPMENT  
 BULK RETARDANT CONTRACT BASES –  
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BID ITEM	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
<b>Southwestern Geographic Area (R-3)</b>									
<b>09</b>	<b>BIA</b>	White River, AZ	All agency provided	All agency provided	1-5,000 gal water tank; 1- 4,000 gal retardant tank	Hoses, valves, manifold, pumps.	SEAT Base only, Contractor to provide pump to recirculate and fill SEAT, contractor mixing trailer	Serves as a Reload Base when multiple fires are in the area. Show Low is the main base.	30,000
<b>Great Basin Geographic Area (R-4)</b>									
<b>Pacific Southwest Geographic Area (R-5)</b>									
<b>10</b>	<b>FS</b>	Bishop, CA	1 Forklift	Eductor	1-25,000 gal water tank; 1-6,000 gal retardant tank; 1-10,000 gal retardant tank	1 Agency owned micro-motion meter Hoses, valves, manifold, pumps.		Truck filled underground water storage.	75,000
<b>11</b>	<b>FS</b>	Porterville, CA	2 Forklifts	Eductor	1-40,000 gal water tank; 1-37,500 gal mix tank; 1-37,500 gal holding tank	Silo Storage (112,000 lbs) Hoses, valves, manifold, pumps.	Offload capability	4 Agency owned micro motion meters	250,000
<b>12</b>	<b>FS</b>	Montague, CA	None	1 Centrifugal Pump	1-20,000 gal water; 2- 10,000 gal retardant; 1- 8,000 gal offload tank.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	100,000

EXHIBIT J-1 - FACILITY, GOVERNMENT AND CONTRACTOR EQUIPMENT  
BULK RETARDANT CONTRACT BASES –  
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BID ITEM	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
<b>Northwest Geographic Area (R-6)</b>									
13	BIA	Omak, WA	None		1-3,000 gal. retardant; 1-1200 gal.	Hoses, valves, manifold, pumps.			30,000
14	FS	LaGrande, OR	None	Centrifugal Blender	1-10,000 gal water; 2-10,000 gal retardant; 1-5,000 gal retardant; 1-5,000 gal off-load; <b>1-12,000 gal water; 2-12,000 gal retardant:</b>	Hoses, valves, manifold, 4 pumps.	No powder storage	1 Agency owned micro motion meter	160,000
<b>Northwest Geographic Area (R-6)</b>									
15	FS	Troutdale, OR	3500 lb Forklift	Orifice Blender	1-10,000 gal water. 2-5,000 gal. retardant. 1-10,000 gal. retardant. 1-5,000 gal. off-load.	1 Agency owned micro-motion meter  Hoses, valves, manifold, pumps.	3500 lb Forklift	Requires 2 hr notice to be fully operational	12,500
16	FS	John Day, OR	None	Orifice Blender, 1 micro motion meter	<b>1-10,000 gal. retardant tank.</b>	Hoses, valves, manifold, pumps. Recirculation and load pumps are both new			5340
<b>Southeast Geographic Area (R-8)</b>									
17	FS	Fayetteville, AR	1 Forklift	None	4 -10,000 gal tanks. 3 gas-powered pumps		Eductor, pump, and mass flow meter belong to contractor.		10,000

BID ITEM	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
18	FS	Chattanooga, TN	1 Forklift	1 electric mixing Pump	4 -10,000 gal tanks.	3 Micro-Motion Meters; Hoses, valves, manifold; 1 electric loading pump, 1 gas-powered loading pump.	Eductor is contractor owned, 2 aeration pumps, 4-cylinder Wisconsin pump.	3-in. portable pump is property current contractor	40,000
<b>Southeast Geographic Area (R-8)</b>									
19	FS	Lake City, FL	1 Forklift	1 - Centrifugal Pump, Eductor	4 -10,000 gal tanks.	4 - Pumps, each 400 – 500 gal/min, Loading Valves, Micro Motion Meter, Electric Pumps  Operations building and warehouse storage are present.		10,000 sq.ft. of surfaced, unpaved, uncovered storage available.	30,000
<b>Alaska Geographic Area (R-10)</b>									
20	BLM	Ft. Wainwright, AK	1 Forklift	1 Orifice blender and 1 Centrifugal Pump.	2 – 12,500 retardant tanks, 1-10,000 gal water tank.	2 Agency-owned micro motion meters.  Hoses, valves, manifold, pumps.			31,033



**EXHIBIT J-1: FACILITY, GOVERNMENT AND CONTRACTOR EQUIPMENT**

BID ITEM	AGENCY	BASE	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENT OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
21	BLM	CAÑON CITY, CO	None	1- Mix Tank	None	2-Wacker 4" Pumps, Water supply hose, Backflow preventer	Currently P100 - convert to LC95A-F (when LC fugitive product has accept. colorant)	Existing Powder System Rented from ICL	25,000
22	BLM	CORTEZ, CO	None	1-Mix Tank	None	2-Wacker 4" Pumps, Water supply hose, Backflow preventer	Currently P100 - convert to LC-95A-F (when LC fugitive product has acceptable colorant)	Existing Powder System Rented from ICL	25,000
23	BLM	RIFLE, CO	None	1-Mix Tank	None	2-Wacker 4" Pumps, Water supply hose, Backflow preventer	Currently P100 - convert to LC-95A-F (when LC fugitive product has acceptable colorant)	Existing Powder System Rented from ICL	25,000
24	BLM	CRAIG, CO	None	None	None		LC-95A-R & LC-95A-F		25,000
25	BLM	KREMMLING, CO	None	1-Mix Tank	None	2-Wacker 4" Pumps, Water supply hose, Backflow preventer	LC-95A-R until acceptable colorant in LC-95A-F	System set-up for LC product	25,000
26	BLM	RAWLINS, WY	None	None	None	Backflow preventer, Water supply hose	Secondary containment berm, LC-95A-R	System set-up for LC product	25,000

**EXHIBIT J-1 - FACILITY, GOVERNMENT AND CONTRACTOR EQUIPMENT  
 BULK RETARDANT CONTRACT BASES –  
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BID ITEM	AGENCY	BASE	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENT OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
27	BLM	CASPER, WY	None	None	None	Backflow preventer, Water supply hose	LC-95A-R	System set up for LC product	25,000
28	BLM	GREYBULL, WY	None	None	None	Backflow preventer, Water supply hose	LC-95A-R	New base - no existing infrastructure at present.	25,000
29	BLM	ONTARIO, OR	None	None	1 - 2,400 gal off-load tank (if needed)		1 - 10,000 gal ret. tank with recirc system & plumbing to access 2 vendor trailers, LC95A-R	Water supplied via hydrant to site, spill drainage into airport system	25,000
30	BLM	BURNS, OR	None	1 - 800 poly mixing tank	1 - 10,000 & 1 - 5,000 gal. water tank = 15K gal. total city schd. to install H2O hydrant in 2012), 1 poly off-load tank	Misc 3" hose & fittings, 1 pump (water) and 2 LC back-up pumps	10,000 gallon retardant storage, LC-95A-R	secondary containment system in place (designed only for 2 - 5,000 gal tanks)	25,000
31	BLM	LAKEVIEW, OR	None	None	1 - 10,000 gal. water tank, 1 poly off-load tank (if needed)	3" hose for water supply & 3" hose for mixing/ truck off-loading of retardant	LC-95A-R	secondary containment system in place Retardant tank & pumps in place owned by ICL	25,000

EXHIBIT J-2 – 2001 – 2011- LONG TERM RETARDANT USE AND 10-YEAR AVERAGE  
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**EXHIBIT J-2 - 2001 – 2010 LONG TERM RETARDANT USE - 10-YEAR AVERAGE USE – BULK BASES**

Bid Item	Agency	Base	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	10 Yr. Ave
<b>Northern Geographic Area (R-1)</b>													
01	FS	Missoula, MT	390,000	97,412	760,000	68,450	757,304	720,000	1,129,812	120,711	183,851	170,000	439,754
02	FS	West Yellowstone, MT	905,000	144,250	532,284	0	15,300	165,751	232,900	40,530	0	101,450	213,747
03	FS	Coeur d'Alene, ID	322,250	118,344	574,658	74,800	75,665	428,921	217,135	110,096	90,294	28,752	204,092
04	FS	Grangeville, ID	226,200	16,738	170,710	22,351	202,152	196,350	396,000	101,257	48,482	22,496	140,274
<b>Rocky Mountain Geographic Area (R-2)</b>													
05	FS	Jeffco, CO	74,556	1,252,974	66,055	74,419	196,692	126,162	11,333	69,527	8,863	429,537	231,012
<b>Southwestern Geographic Area (R-3)</b>													
06	BLM	Roswell, NM	12,990	189,600	2,450	0	0	20,135	0	336,891	130,647	0	69,271
07	FS	Silver City, NM	278,050	707,400	207,944	16,751	59,976	466,843	65,659	72,805	85,683	59,840	202,095
08	FS	Alamogordo, NM	554,967	404,501	59,822	12,937	12,262	81,416	20,290	389,037	210,944	416,021	216,220
09	BIA	White River, AZ	*	*		123,505	15,300	33,750	9,375	10,080	*	0	32,002
<b>Great Basin Geographic Area (R-4)</b>													
<b>Pacific Southwest Geographic Area (R-5)</b>													
10	FS	Bishop, CA	140,650	212,450	134,227	0	5,600	21,850	39,175	97,355	16,680	6,010	67,400
11	FS/CDF	Porterville, CA	98,050	642,852	404,081	314,633	238,723	253,952	924,412	1,173,092	504,889	909,206	546,389
12	FS	Siskiyou, CA (Montague)	367,830	354,609	31,657	20,622	31,090	84,313	253,575	139,495	54,310	19,400	135,690

EXHIBIT J-2 – 2001 – 2011- LONG TERM RETARDANT USE AND 10-YEAR AVERAGE  
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Bid Item	Agency	Base	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	10 Yr. Ave
<b>Northwest Geographic Area (R-6)</b>													
13	BIA	Omak, WA	*	98,360	133,434	155,006	*	*	*	113,467	86,040	*	117,261
14	FS	LaGrande, OR	608,850	236,255	168,057	7,669	577,673	583,890	681,183	107,354	141,048	15,717	312,770
15	FS	Troutdale, OR	47,604	102,041	17,078	0	2,056	0	0	111,012	37,856	28,057	34,570
16	FS	John Day, OR	80,285	110,400	77,070	34,500	75,120	170,890	163,870	55,300	68,138	29,799	86,537
<b>Southern Geographic Area (R-8)</b>													
17	FS	Fayetteville, AR						Open '07	12,750	0	0	2,500	3,813
18	FS	Chattanooga, TN							Open '08	0	9,128	27,701	12,276
19	FS	Lake City, FL	*	57,000	0	19,838	0	69,468	863,201	34,684	6,262	0	116,717
<b>Eastern Geographic Area (R-9)</b>													
<b>Alaska Geographic Area(R-10)</b>													
20	BLM	Ft. Wainwright, AK	140,478	186,850		242,080	63,484	173,453		30,264	160,773	283,672	160,132

EXHIBIT J-2 – 2001 – 2011- LONG TERM RETARDANT USE AND 10-YEAR AVERAGE  
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Bid Item	Agency	Base	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	10 Yr. Ave
21	BLM	Cañon City, CO	*	*	*	*	*	*	52,640	9,350	8,605	130,512	30,995 ^
22	BLM	Cortez, CO	*	*	*	*	*	*	13,679	34,970	0	2,118	24,325 ^
23	BLM	Rifle, CO	*	*	*	*	*	*	20,803	600	0	0	10,701 ^
24	BLM	Craig, CO	*	*	*	*	*	*	2,750	31,017	23,968	17,423	17,789 ^
25	BLM	Kremmling, CO	*	*	*	*	*	*		0	0	0	0
26	BLM	Rawlins, WY	*	*	*	*	*	*	*	*	2,250	7,520	4,885 ^
27	BLM	Casper, WY	*	*	*	*	*	*	*	*	5,150	31,287	18,218 ^
28	BLM	Greybull, WY	160,628	293,702	21,769	0	0	0	0	0	0	0	265,178 *
29	BLM	Ontario, OR	*	*	*	*	*	230,922	23,375	34,975	37,574	55,625	76,494
30	BLM	Burns, OR	7,500	10,400	8,425	0	0	462,250	98,000	13,000	26,570	120,000	93,268
31	BLM	Lakeview, OR	76,100	17,050	44,025	63,545	101,455	79,000	36,850	43,760	48,494	40,755	55,103

\* The average for Greybull, WY is calculated from the years 2000 – 2004, thus a five year Ave. for the final years of operation.

^ The averages for Colorado SEAT Bases and the other two Wyoming Bases are calculated from only the years with reported data, which began no earlier than 2008.

**EXHIBIT J-3: 2011 RETARDANT BASE CONTACT LIST  
BULK CONTRACT BASES  
AG-024B-S-11-9002**

**EXHIBIT J-3 - BASE CONTACT LIST – BULK RETARDANT BASES**

BID ITEM	AGENCY	BASE	ID	BASE MANAGER	PHONE	PROJECT INSPECTOR	PHONE
<b>Northern Geographic Area (R-1)</b>							
01	FS <sup>1</sup>	Missoula, MT	MSO	Greg Houska	406 329-4910	Greg Houska	406 329-4910
02	FS	W. Yellowstone, MT	WYS	Jon Ueland	406 646-7691	Jon Ueland	406 646-7691
03	FS	Coeur d'Alene, ID	COE	Harlow "Bud" McConnaughey	208 762-6926	Harlow "Bud" McConnaughey	208 762-6926
04	FS	Grangeville, ID	S80	Andre Ruoti	208 983-9577	Willy Acton	208 983-1964
<b>Rocky Mountain Geographic Area (R-2)</b>							
05	FS	Jeffco,CO (Metro-Denver)	BJC	Mark Michelsen	303 439- <b>0332</b>	Mark Michelsen	303-439-0322
<b>Southwestern Geographic Area (R-3)</b>							
06	BLM <sup>2</sup>	Roswell, NM	ROW	Ty Bryson	575 347-0117 575 361-5960(c)	John Selkirk	505 438-7431
07	FS	Silver City, NM	SVC	Buck Gomez	505 538-2702	Buck Gomez	505 538-2702
08	FS	Alamogordo, NM	ALM	Frank (Pete) Ruiz	<b>575 439-6010</b>	Frank (Pete) Ruiz	<b>575 439-6010</b>
09	BIA	White River, AZ	E24	Sabino Archuleta	928 338-5542 928 205-5596(c)	Joel Kerley	208 387-5371
<b>Pacific Southwest Geographic Area (R-5)</b>							
10	FS	Bishop, CA	BIH	Mary Loan	760 873-2580 760 937-3083(c)	Mary Loan	760 873-2580
11	FS/CDF	Porterville, CA	PTV	Raul Contreras	559 784-0828	Raul Contreras	559 784-0828
12	FS	Montague, CA (Siskiyou)	SIY	Mike Slette	530 841-4431	Curtis Coots	530 841-4478
<b>Northwest Geographic Area (R-6)</b>							
13	BIA	Omak, WA	OMK	Liz Dick	509 634-3114	Joel Kerley	208 387-5371
14	FS	LaGrande, OR	LGD	Russ Hurst	<b>541 975-5492</b>	Russ Hurst	<b>541 975-5492</b>
15	FS	Troutdale, OR	TTD	Bruce Haynes	503 666-3828	Bruce Haynes	503 666-3828
16	FS	John Day, OR	GCD	Greg Loper	541 575-3109 541-620-0605(c)	Jeff Meyerholz	541 575-1322
<b>BID</b>		<b>BASE</b>	<b>ID</b>	<b>BASE MANAGER</b>	<b>PHONE</b>	<b>PROJECT</b>	<b>PHONE</b>

**EXHIBIT J-3: 2011 RETARDANT BASE CONTACT LIST  
 BULK CONTRACT BASES  
 AG-024B-S-11-9002**

ITEM						INSPECTOR	
<b>Southern Geographic Area (R-8)</b>							
17	FS	Fayetteville, AR	FYV	Michael Harrison	479 575-0030	Johnny Lindsey	479 964-7262
18	FS	Chattanooga, TN	CHA	Doug Ivey	423 892-6861	Doug Ivey	423 892-6861
<b>Eastern Geographic Area (R-9)</b>							
19	FS	Lake City, FL	LCQ	Robbie Staten	<b>386-758-9078</b>	Eva Moore	850 523-8602
<b>Alaska (R-10)</b>							
20	BLM	Ft. Wainwright, AK	FBK	Steve Monsma	907 356-5528	Steve Monsma	907-356-5528
<b>Rocky Mountain Geographic Area - BLM</b>							
21	BLM	Cañon City, CO	K1V6	Bob Hurley	719-269-8528	Jason Baldwin	307-630-0070
22	BLM	Cortez, CO	KCEZ	Scott McDermid	970-882-6836	Jason Baldwin	307-630-0070
23	BLM	Rifle, CO	KRIL	Adam Goeden	970-683-7710	Jason Baldwin	307-630-0070
24	BLM	Craig, CO	KCAG	Dave Toelle	970-826-5012	Jason Baldwin	307-630-0070
25	BLM	Kremmling, CO	K20V	Dave Toelle	970-826-5012	Jason Baldwin	307-630-0070
26	BLM	Rawlins, WY	KRWL	Greg Reser	307-367-5350	Jason Baldwin	307-630-0070
27	BLM	Casper, WY	KCPR	Eric Chapman	307-261-7512	Jason Baldwin	307-630-0070
28	BLM	Greybull, WY	KGEY	Wade Wyman	307-347-5203	Jason Baldwin	307-630-0070
<b>Northwest Geographic Area – BLM</b>							
29	BLM	Ontario, OR	ONO	Brian Rindlisbacher	208-741-0723	Jonathan Manski	541-573-4319
30	BLM	Burns, OR	BNO	Kristina Thissel	541-589-0038	Jonathan Manski	541-573-4319
31	BLM	Lakeview, OR	LKV	Vicki Baker	541-219-1497	David Machado	541-947-6187

<sup>1</sup> Tory Henderson is the national COR for FS retardant contracts.

<sup>2</sup> Jon Curd is the national COR for DOI retardant contracts.

**EXHIBIT J-4 – LONG TERM RETARDANT QUALIFIED PRODUCTS LIST (QPL)**



USDA Forest Service

Washington Office

Fire & Aviation Management

5/5/11

**EXHIBIT J.4 – NATIONAL LONG-TERM RETARDANT QUALIFIED PRODUCTS LIST**

Qualified by USDA Forest Service In Accordance with Forest Service Specification 5100-304c, As Amended

These products are evaluated and qualified only at the specified mix ratio and only for use with the indicated application  
Consult individual agencies for specific policies relating to long-term retardant use.

<u>Chemical</u>	<u>Mix Ratio</u> (Pounds concentrate Per gallon water)	<u>Qualified Applications<sup>1</sup></u>				
		<u>Fixed-Wing Airtanker</u>	<u>SEATS</u>	<u>Helicopter</u> Fixed-Tank      Bucket		<u>Ground Engine</u>
<b>DRY CONCENTRATE - GUM-THICKENED; PERMANENT OR TEMPORARY BASE</b>						
Phos-Chek D75-R	1.20 lb/gal	•	•		•	
Phos-Chek D75-F	1.20 lb/gal	•	•		•	
Phos-Chek P100-F	1.0 lb/gal	•	•		•	•
<b>DRY CONCENTRATE - GUM-THICKENED; TEMPORARY BASE</b>						
Phos-Chek 259-F	1.14 – 1.60 lb/gal	•	•	•	•	•
Phos-Chek G75-F	1.12 lb/gal	•	•		•	•
Phos-Chek G75-W	1.12 lb/gal				•	•
<b>WET CONCENTRATE - GUM-THICKENED; PERMANENT OR TEMPORARY BASE</b>						
Phos-Chek LC-95A-R	5.5:1	•	•		•	•
Phos-Chek LC-95A-F	5.5:1	•	•		•	•
<b>WET CONCENTRATE - GUM-THICKENED; TEMPORARY BASE</b>						
Phos-Chek LC-95-W	5.5:1				○	○
<sup>1</sup> • Fully Qualified (Product complies with all requirements of a formal specification.)						
○ Conditional Approval (Product complies with all requirements in the specification for laboratory evaluation; a field evaluation is required for full						



**EXHIBIT J.5 – LONG TERM FIRE RETARDANT CHARACTERISTICS AND MIX FACTORS**

June 2010



**EXHIBIT J-5 - LONG-TERM FIRE RETARDANT CHARACTERISTICS AND MIX FACTORS<sup>1</sup>**

Retardant <sup>2</sup>	Normal Use <sup>2</sup>	Mix Ratio	Yield Mixed retardant per ton of wet or dry concentrate	Specific weight of mixed retardant	Viscosity of mixed retardant	Specific gravity of mixed retardant	Refractometer reading of mixed retardant
			<i>gallons</i>	<i>lb/gal</i>	<i>centipoise</i>		
<b><i>Dry Concentrate, Gum-thickened, High Viscosity</i></b>							
Phos-Chek D75-R	FW, SEAT, HB	1.20 lb/gal H <sub>2</sub> O	1786	8.91	800-1500	1.065-1.078	11.25-13.25
Phos-Chek D75-F	FW, SEAT, HB	1.20 lb/gal H <sub>2</sub> O	1786	8.91	800-1500	1.065-1.078	11.25-13.25
Phos-Chek P100-F	FW, SEAT, HB, G	1.0 lb/gal H <sub>2</sub> O	2150	8.74	800-1500	1.046-1.057	8.0-10.0
<b><i>Dry Concentrate, Gum-thickened, Low Viscosity</i></b>							
Phos-Chek 259-F	FW, SEAT, HF, HB, G	1.14 lb/gal H <sub>2</sub> O	1869	8.90	100-400	1.063-1.074	12.25-14.5
Phos-Chek G75-F	FW, SEAT, HB, G	1.12 lb/gal H <sub>2</sub> O	1907	8.85	100-400	1.055-1.067	10.25-12.25
Phos-Chek G75-W	HB, G	1.12 lb/gal H <sub>2</sub> O	1907	8.85	100-400	1.055-1.067	10.25-12.25
<b><i>Wet Concentrate, Gum-thickened</i></b>							
Phos-Chek LC-95A	FW, SEAT, HB, G	5.5:1 (5.5 part H <sub>2</sub> O to 1 part Concentrate)	1054	8.97	100-400	1.075-1.085	12.75-14.5

1. The listed products are qualified and approved for use, only at the specified mix ratio, and only with the indicated application equipment.
2. Consult individual agencies for specific policies relating to long-term retardant use.
3. FW - Fixed-wing airtanker, SEAT – Single Engine Airtanker, HF - Fixed-tank helicopter; HB- Helicopter bucket; G - Ground engine.

**EXHIBIT J.6– FUEL SURCHARGE BY ITEM NUMBER**

<b>Item #</b>	<b>Airtanker Base</b>	<b>Agency</b>	<b>2014 Fuel Surcharge</b>
1	Missoula, MT	FS/R1	\$1,085.93
2	West Yellowstone, MT	FS/R1	\$853.47
3	Coeur D'Alene, ID	FS/R1	\$863.00
4	Grangeville, ID	FS/R1	\$826.27
5	Jeffco, CO	FS/R2	\$947.27
6	Roswell, NM	BLM	\$593.82
7	Silver City, NM	FS/R3	\$652.67
8	Alamogordo, NM	FS/R3	\$789.56
9	White River, AZ	BIA	\$1,484.00
10	Bishop, CA	FS/R5	\$287.88
11	Porterville, CA	FS/R5	\$232.00
12	Montague, CA	FS/R5	\$1,280.13
13	Omak, WA	BIA	\$447.33
14	La Grande, OR	FS/R6	\$312.02
15	Troutdale, OR	FS/R6	\$285.55
16	John Day, OR	FS/R6	\$525.56
17	Fayetteville, AR	FS/R8	\$1,460.58
18	Chattanooga, TN	FS/R8	\$1,797.84
19	Lake City, FL	FS/R8	\$1,558.48
20	Ft. Wainwright, AK	BLM	\$3,932.84
21	Canon City, CO	BLM	\$1227.43
22	Cortez, CO	BLM	\$849.63
23	Rifle, CO	BLM	\$813.03
24	Craig, CO	BLM	\$738.72
25	Kremmling, CO	BLM	\$682.50
26	Rawlins, WY	BLM	\$636.36
27	Casper, WY	BLM	\$536.75
28	Greybull, WY	BLM	\$706.49
29	Ontario, OR	BLM	\$572.32
30	Burns, OR	BLM	\$626.29
31	Lakeview, OR	BLM	\$732.00
32	Safford, AZ	BLM	\$211.82
33	Tooele, UT	BLM	\$365.68
34	Nephi, UT	BLM	\$508.35
35	Fillmore, UT	BLM	\$528.44
36	McDermitt, NV	BLM	\$768.18
37	Wells, NV	BLM	\$416.59
38	Panaca, NV	BLM	\$1,030.75
39	Jean, NV	BLM	\$941.14
40	Mesquite, NV	BLM	\$658.42
41	<b>Mountain Home, ID</b>	<b>BLM</b>	<b>\$365.46</b>