



2008

July 2008 UPDATED

**NATIONAL LONG-TERM FIRE RETARDANT REQUIREMENT CONTRACT
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Date: May 2008

To: Agency Retardant Users

“PINK BOOKS”: Information contained in the “Pink Book” can be downloaded from the following website with the exception of designated bases: www.fs.fed.us/fire/contracting. Agency personnel will be able to download the full “Pink Book” off the Intranet site at <http://fsweb.wo.fs.fed.us/aqm/contractpa/NIFC/index.php>

Vendors and other interested parties who need a full version of the “Pink Book” may call the following number to obtain a copy of the “Pink Book”: 208-387-5632 or e-mail Elna Black at eeblack@fs.fed.us and I will e-mail you an electronic copy, which you can print.

Information on Qualified Products and other relevant information can be found at the following web site www.fs.fed.us/rm/fire/wfcs/index.htm .

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

Users need to use the appropriate contract number for your base for Bulk and Full Service Retardant.

There are four distinct sections to the Pink Book:

1. National Long Term Retardant – FOB Destination Bulk Contracts –
2. FOB Origin – Blanket Purchase Agreements
 FOB Origin – Blanket Purchase Agreements for Water Enhancers – Gels
 FOB Origin – Blanket Purchase Agreements for Class A Wildland Foams
3. Mobile Retardant Portable Bases – Basic Ordering Agreements (BOAs) for
 Airtankers and Helicopters and SEATS
4. National Long Term Retardant – Full Service Contracts

National Long Term Retardant-Bulk Contract – FOB Destination

Contract No: AG-024B-C-06-9130 – ICL Performance Products LP – One year with four option years
June 20, 2008 – June 19, 2009

Contract No: AG-024B-C-07-9196 – ICL Performance Products LP – One year with three option years
April 12, 2008 – April 11, 2009

FOB ORIGIN – LONG TERM RETARDANT - BLANKET PURCHASE AGREEMENTS (BPA'S)

Contract No: AG-024B-B-05-9002 – ICL Performance Products LP –
April 3, 2008 – April 2, 2009

FOB ORIGIN – BLANKET PURCHASE AGREEMENTS (BPA'S) FOR WATER ENHANCERS

Contract No: **AG-024B-B-07-9245** – ICL Performance Products LP
June 2, 2008 – June 1, 2009

Contract No: **AG-024B-B-07-9246** – Northwest Barricade LLC
June 12, 2008 – June 11, 2009

Contract No: **AG-024B-B-07-9247** – Anusul, Inc. DBA Wildfire

June 9, 2008 – June 8, 2009

Contract No.: **AG-024B-B-07-9176** – Thermo Technologies, LLC

April 1, 2008 through March 31, 2009

FOB ORIGIN – BLANKET PURCHASE AGREEMENTS (BPA’S) FOR CLASS A WILDLAND FOAMS

Contract No: **AG-024B-B-07-9243** – ICL Performance Products LP

June 2, 2008 – June 1, 2009

Contract No:” **AG-024B-B-07-9263** – Chesapeake Corporation

July 30, 2008 – July 29, 2009

Contract No: **AG-024B-B-07-9264** – Thermo Technologies, LLC

June 13, 2006 – June 12, 2009

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

This booklet is furnished to you for use in placing retardant orders and making payments for retardant delivered. The booklet reflects the pertinent terms and conditions of the contracts on file in this office. Please review the booklet carefully. The Contracting Officer will approve any substitution of product or product lot number.

Retardant Portable Bases – Basic Ordering Agreements (BOAs):

Mobile Airtanker Portable Retardant Bases (MRB-AT):

Contract No: **AG-024B-B-08-9280** – ICL Performance Products LP - April 18, 2008 – April 17, 2009

Contract No.: **AG-024B-B-08-9283** – Mesa Verde Aviation, Inc. - April 10, 2008 – April 09, 2009

Contract No: **AG-024B-B-08-9286** – Pecos Valley Wildfire, LLC - April 18, 2008 – April 17, 2009

Mobile Helicopter Portable Retardant Bases (MRB-H): -

Contract No: **AG-024B-B-08-9281** – ICL Performance Products LP - April 18, 2008 – April 17, 2009

Contract No: **AG-024B-B-08-9284** - Mesa Verde Aviation, Inc. - April 10, 2008 – April 09, 2009

Contract No: **AG-024B-B-08-9287** – Pecot Valley Wildfire, LLC - April 18, 2008 – April 17, 2009

Mobile SEAT Portable Retardant Bases (MRB-SEATS) –

Contract No.: **AG-024B-B-08-9282** – ICL Performance Products LP - April 18, 2008 – April 17, 2009

Contract No: **AG-024B-B-08-9285** – Mesa Verde Aviation, Inc. - April 10, 2008 – April 09, 2009

Read the Agreement carefully as the agreements have changed from the past. Mobile/portable retardant mixing bases under these BOAs may be ordered directly from the companies by the local user agency. Order the appropriate retardant base and type of retardant product by considering factors such as type of product generally used in the area and whether need is for fixed-wing or helicopters. If need is for helicopter operations determine if bucket or fixed tanks will be used and order the appropriate qualified and approved fire chemical. Questions regarding the qualified and approved retardant types may be directed to Les Holsapple - (406) 829-6761.

An **Agency plant manager** should be assigned to each portable operation. Agency plant managers are responsible for contract administration functions such as (1) ensuring LA/QA functions are performed (test samples are sent to WFCS/MTDC), (2) verifying receipt of retardant quantities and maintaining agency records, (3) communicating any safety and environmental concerns with the Contractor, (4) providing an overall performance evaluation of the contractor and submitting a copy to the Contracting Officer at the

address on this letter head. Questions from the portable base manager should be directed to the Contracting Officer, COLLEEN HIGHTOWER at 208-387-5695.

National Long Term Retardant-Full Service Contracts:

Contract No: AG-024B-C-06-9125 – ICL Performance Products LP – One year with four option years
April 05, 2008 – April 04, 2009

Contract No: AG-024B-C-07-9197 – ICL Performance Products LP – One year with three option years
April 12, 2008 – April 11, 2009

A/T Base Managers should review the contract for familiarization with the terms and conditions of the contract.

Procurement Reporting Process – FEDERAL PROCUREMENT DATA SYSTEM – NEW GENERATION (FPDS-NG)

Responsible Procurement Officials shall:

For Forest Service and Department of Interior Units, the following FPDS-NG instructions are provided: Ordering units should report each delivery order on the FPDS-NG Individual Contract Action Report, regardless of dollar value. As with all FPDS-NG reports, these reports should be completed within three (3) days. NIFC will create the original entry for each contract in the FPDS-NG database.

Retardant Delivery Order FPDS-NG Input Template

See internet version at <https://www.fpds.gov>

1. Login at <https://www.fpds.gov>
2. Select "Delivery Order" Award
3. Complete the following fields:
 - a. General Information:
 - i. Award ID: Enter the Delivery Order number in the PIID field (order number MUST be preceded with AGXXXX, where XXXX is your Contracting Office ID code; do not enter dashes)
 - ii. Referenced IDV ID: Select or enter the NIFC contract number (i.e. AG024BB59003 for Fire Trol's BPA contract)
 - b. Dates/Amounts:
 - i. Date Signed: Enter the date this Delivery Order was signed (mm/dd/yyyy)
 - ii. Effective Date: Enter same as in "Date Signed"
 - iii. Completion Date: Enter the date this Order should be complete (mm/dd/yyyy)
 - iv. Est. Ultimate Completion Date: Enter same as in "Completion Date"
 - v. Action Obligation: Enter the dollar amount of this Delivery Order
 - vi. Base And Exercised Options Value: Enter the same as in "Action Obligation"
 - vii. Base And All Options Value: Enter the same as in "Action Obligation"
 - c. Purchaser Information:
 - i. Contracting Office ID: Select or enter your Contracting Office ID code
 - d. Contract Data:
 - i. Type of Contract: Select "Fixed Price"
 - ii. Purchase Card Used As Payment Method: Select the box if the Government Purchase Card is the payment method, otherwise leave unchecked

- iii. Performance Based Service Contract: Select "Not Applicable"
- e. Principal Place of Performance:
 - i. Principal Place of Performance Code: Search for and select the applicable place
- f. Product or Service Information:
 - i. Product/Service Code: Select or enter "F003"
 - ii. Bundled Requirement: Select "Not a Bundled Requirement"
 - iii. Use of EPA Designated Products: Select "Not Required"
 - iv. Description of Requirement: Enter "Retardant" or some other description (i.e. ATB name)
- g. Competition Info:
 - i. Competitive Procedures/Reasons Not Competed: Select "Follow-on Delivery Order"
 - ii. Number of Offers Received: Enter "1"
- 4. Click "Save Draft"
- 5. Click "Validate"
 - a. Correct any errors noted
- 6. Click "Approve"

Feel free to call me at 208-387-5695 or e-mail: chightower@fs.fed.us with any questions that you might have.

Sincerely,

/s/ Colleen Hightower
COLLEEN HIGHTOWER
Contracting Officer

Retardant Ordering/Payment Procedures

INCIDENT RELATED ACQUISITIONS ARE EXEMPT FROM IAS

FOREST SERVICE:

Portable Base Units (BOAs): The Basic Ordering Agreement (BOA) and Resource Order will be used for processing orders. Submit a copy of the BOA, resource order, shift tickets, or other form with appropriate information and original invoice signed “services received” for payment processing to USDA Forest Service, Albuquerque Service Center, Incident Business – Contracts, 101B Sun Ave NE, Albuquerque, NM 87109. telephone number 877-372-7248. A separate purchase/delivery order or Government credit card **shall not** be issued by the Agency. Include appropriate documentation if necessary to support the invoice, as well, clearly indicate the contract number, individual and telephone number to contact by the payment center if there are questions.

Bulk Retardant FOB Origin – Contract for ordering retardant for Portable Base Units (BOAs) only. Purchase/delivery orders may be placed via a Government credit card or placed using Form SF-1449, Order for Commercial Items, along with the Resource Order. Payment processing for use of Form SF-1449 - submit a copy of the SF-1449, resource order, and original invoice signed “services received” to USDA Forest Service, Albuquerque Service Center, Incident Business, 101B Sun Avenue NE, Albuquerque, NM 87109, telephone number 877-372-7248. Include appropriate documentation if necessary to support the invoice, as well, clearly indicate the contract number, individual and telephone number to contact by the payment center if there are questions.

Bulk Retardant FOB Destination – Contract for ordering retardant for permanent retardant bases only. Purchase/delivery orders may be placed via a Government credit card or placed using Form SF-1449, Order for Commercial Items, along with the Resource Order. Payment processing for use of Form SF-1449 - submit a copy of the SF-1449, resource order, and original invoice signed “services received” to USDA Forest Service, Albuquerque Service Center, Incident Business, 101B Sun Avenue NE, Albuquerque, NM 87109, telephone number 877-372-7248. Include appropriate documentation if necessary to support the invoice, as well, clearly indicate the contract number, individual and telephone number to contact by the payment center if there are questions.

Full Service Retardant: Contract for permanent bases only. Base managers submit original invoice signed “services received” the appropriate Retardant Use Record and/or Retardant Use Worksheet and any other applicable supporting documentation for the invoice to the following address: USDA Forest Service, Albuquerque Service Center, Incident Business, 101B Sun Avenue NE, Albuquerque, NM 87109, telephone number 877-372-7249. Include appropriate documentation if necessary to support the invoice, as well, clearly indicate the contract number, individual and telephone number to contact by the payment center if there are questions.

DOI PAYMENTS

All BLM Payment packages for retardant shall be processed by the ordering unit and forwarded to the BLM National Business Center for payment. Retardant suppliers shall submit invoices to the Ordering Unit (e.g. Attention: Airtanker Base Manager). The Ordering unit shall submit the payment package, including original invoice, signed "Accepted" and dated to the following address:

BLM National Business Center
PO Box 25047, Bldg. 50
Denver Federal Center
Denver, CO 80225-0047, Mail Stop BC-622

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.

OTHER AGENCIES

Other agencies utilizing these contracts will follow their own established administrative payment procedures.

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**BULK – FOB ORIGIN
LONG TERM RETARDANT**

**2008 BULK CONTRACT PRICES
BLANKET PURCHASE AGREEMENTS (BPA'S)**

**ICL PERFORMANCE PRODUCTS LP
CONTRACT NO: AG-024B-B-5-9002**

PERIOD OF PERFORMANCE: APRIL 3, 2008 – APRIL 2, 2009

**U.S. Department of Agriculture
Forest Service**

**National Interagency Fire Center
3833 S. Development Avenue
Boise, ID 83705-5354**

Blank Purchase Agreement

Reference FAR 13.2 BPA No. AG-024B-B-05-9002

With

Vendor: ICL PERFORMANCE PRODUCTS LP

Mailing Address: 810 East Main Street Ontario, CA 91761

Telephone (Day): 909-983-0772 Telephone (Night): 909-946-7371

Cell Phone No.: 909-917-3102 (Year-round contact number required)

Emergency Contact: EDWARD GOLDBERG Telephone 215-280-3864

Description of Agreement: The supplier shall furnish Long Term Fire Retardant FOB Origin Price, Approved Products (only those items fully approved from the Qualified Product list will be accepted) when requested by the Contracting Officer (or any authorized representative of the Contracting Officer). See attached price list. This agreement is effective upon signature by both parties and until cancelled by the Government or supplier.

Extent of Obligation: The Government is obligated only to the extent of authorized purchases actually made under the BPA. The Government is under no obligation to purchase from the vendor of this BPA. The Vendor is under no obligation to supply any items or quantities not readily available.

Purchase Limitations: The dollar limitation under this BPA for individual purchases will not exceed \$100,000 without specific authorization by the Contracting Officer signing this agreement.

Individuals Authorized to Purchase Under the BPA: This contract provides for the normal supply requirement of long-term fire retardant by the Department of Agriculture, Department of Interior, and may be used by other agencies with formal agreements with any of the above. Warranted procurement officials who are authorized to approve purchases under this BPA and shall provide a valid BPA account number for each transaction presented to the vendor.

Delivery Tickets/Packing List: A delivery ticket/packing list or other suitable shipping document shall accompany each shipment and shall show:

- (a) Name and address of consignor
- (b) The name and address of consignee
- (c) Government BPA Call number
- (d) Government bill of lading number covering the shipment, if any, and
- (e) 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

Invoices: All shipments under this agreement shall be accompanied by invoices or sales slips which shall contain the following minimum information:

- (a) Name of supplier
- (b) BPA number
- (c) Date of purchase
- (d) Purchase number
- (e) Description, quantity, unit of measure, unit price and extended price of the items delivered
- (f) Date of delivery or shipment
- (g) Terms of any discount for prompt payment offered
- (h) Name and address of official to whom payment is to be sent
- (i) Name, title, and phone number of person to notify in event of defective invoice

A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets. The period of any discounts will commence on the final date of the billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later. The government will consolidate invoices and payment will be made on a monthly basis.

BPA Contact: Please direct all questions concerning the Terms of Contents, Billings, and Unpaid Invoices of this BPA to:

COLLEEN HIGHTOWER
USDA Forest Service
3833 S Development Avenue
Boise, ID 83705
Phone: 208-387-5695

Unless cancelled by either party, this Agreement is in effect for the period:

April 3, 2008 through April 2, 2009

I hereby acknowledge receipt and acceptance of the Blanket Purchase Agreement under the Terms and Conditions previously specified.

Vendor

USDA Forest Service – NIFC



Signature

Business Director
Title

4/3/08

Date

/s/ Colleen Hightower
Signature

Contracting Officer
Title

04/03/2008
Date

**2008 BULK CONTRACT PRICES
ICL PERFORMANCE PRODUCTS LP
CONTRACT NO: AG-024B-B-05-9002
Prices Effective March 05, 2008**

| FOB ORIGIN – PRICE OF PRODUCT AT THE MANUFACTURING PLANT | | | | | |
|---|-----------------------------|----------------|--------------------|---------------------|------------------------------|
| ITEM NO. | PRODUCT | LOT NO. | PRICE / TON | MIXED GALLON | YIELD MIXED RETARDANT |
| DRY PRODUCTS | | | | | |
| B-1.1 | D75-R BULK | 3616870 H | \$1,902.58 | \$1.07 | 1786 |
| B-1.2 | D75-R BIN | 3616870 H | \$1,967.88 | \$1.10 | 1786 |
| B-1.3 | D75-R BULK BAG | 3616870 H | \$1,877.28 | \$1.05 | 1786 |
| B-1.4 | D75-F BIN | 3616870-F | \$2,157.77 | \$1.21 | 1786 |
| B-1.5 | D75-F-BULK BAG | 3616870-F | \$2,064.64 | \$1.16 | 1786 |
| B-1.6 | D75-F BULK | 3616870-F | \$2,197.68 | \$1.23 | 1786 |
| WET PRODUCTS | | | | | |
| B-1.7 | LC-95A Bulk FOB Moreland | 1051695-C | \$1,267.45 | \$1.20 | 1054 |
| B.1.8 | LC-95A Bulk FOB Buckeye, AZ | 1051695-C | \$1,311.72 | \$1.24 | 1054 |
| B.1.9 | LC-95A Bulk FOB Pasco | 1051695-C | \$1,342.45 | \$1.27 | 1054 |
| OTHER APPROVED PRODUCTS | | | | | |
| B-2.1 | G75-W BIN | 5594004-E | \$2,234.97 | \$1.17 | 1907 |
| B-2.2 | G75-W BULK BAG | 5594004-E | \$2,075.66 | \$1.09 | 1907 |
| B-2.3 | G75-F BIN | 2468743-E | \$2,183.62 | \$1.15 | 1907 |
| B-2.4 | G75-F BULK BAG | 2468743-E | \$2,059.28 | \$1.08 | 1907 |
| B-2.5 | 259-F BIN | 0124025-A | \$3,280.04 | \$1.75 | 1869 |
| ADDITIONAL PACKAGING IN PAILS | | | | | |
| B-3.1 | D75-R PAIL | 3616870 H | \$2,223.13 | \$1.24 | 1786 |
| B-3.2 | G75-W PAIL | 5594004-E | \$2,665.83 | \$1.40 | 1907 |
| B-3.3 | D75-R-25 Kg 2-Handle Bags | 3616870-H | \$2,045.53 | \$1.15 | 1786 |
| B-3.4 | D75-F 25 KG BAG | 3616870-F | \$2,266.09 | \$1.27 | 1786 |
| B-3.5 | D75-F PAIL | 3616870-F | \$2,495.20 | \$1.40 | 1786 |
| B-3.6 | G75-F 25 KG BAG | 2468743-E | \$2,215.61 | \$1.16 | 1907 |
| B-3.7 | G75-F PAIL | 2468743-E | \$2,736.01 | \$1.43 | 1907 |
| B-3.8 | 259-F PAIL | 0124025-A | \$3,647.91 | \$1.95 | 1869 |

**BLANKET PURCHASE AGREEMENTS FOR
WATER ENHANCERS – GEL –
QPL on Page 170**

**BPA WATER ENHANCER PRICING
SUMMARY**

Phos-Chek AquaGel-K

| Amount (gals) | Price/lb.conc | Price/ gram conc. | Grams/gal. H2O | Mix Ratio | Grams conc./gal H2O | Price/mixed gal |
|---------------|---------------|-------------------|----------------|-----------|---------------------|-----------------|
| All | \$12.50 | \$0.0275 | 3785 | 0.4% | 15.14 | \$0.417 |
| | \$12.50 | \$0.0275 | 3785 | 0.8% | 30.28 | \$0.834 |
| | \$12.50 | \$0.0275 | 3785 | 1.2% | 45.42 | \$1.251 |

- available in 10 and 24 lb. buckets
- Where 1 lb = 454 grams

Wildfire AFG Firewall

| Amount (gals) 5 gallon containers | Price/5 gal. pail | Price/conc. gal. | Mix Ratio | Price/mixed gal |
|--------------------------------------|-------------------|------------------|-----------|-----------------|
| 5 gallon pail | \$170.37 | \$34.07 | 3% | \$1.022 |

Thermo-Gel 200L

| Amount (gal) | Price/conc. gal. | Mix Ratio | Price/mixed gal. |
|--------------|------------------|-----------|------------------|
| 1 gallon | \$52.60 | 0.5% | \$0.263 |
| 1 gallon | \$52.60 | 1.0% | \$0.526 |
| 1 gallon | \$52.60 | 1.3% | \$0.684 |
| 1 gallon | \$52.60 | 1.5% | \$0.789 |
| 1 gallon | \$52.60 | 2.0% | \$1.052 |
| 1 gallon | \$52.60 | 2.5% | \$1.315 |
| 1 gallon | \$52.60 | 3.0% | \$1.578 |

Barricade II

| Amount (gals) 4 gallon containers | Price/conc. Gal. | Mix Ratio | Price/mixed gal. |
|--------------------------------------|------------------|-----------|------------------|
| 4 gallon pail | \$64.00 | 1% | \$0.64 |
| 36 pail pallet (4 gal. pails) | \$64.00 | 1% | \$0.64 |
| 1 Tote (275 gals) | \$64.00 | 1% | \$0.64 |
| 4 gallon pail | \$64.00 | 3% | \$1.92 |
| 36 pail pallet (4 gal. pails) | \$64.00 | 3% | \$1.92 |
| 1 Tote (275 gals) | \$64.00 | 3% | \$1.92 |
| 4 gallon pail | \$64.00 | 5% | \$3.20 |
| 36 pail pallet (4 gal. pails) | \$64.00 | 5% | \$3.20 |
| 1 Tote (275 gals) | \$64.00 | 5% | \$3.20 |

| CONTRACTOR, Address and Phone Numbers | BUSINESS SIZE | CONTRACT NUMBER | PERIOD OF PERFORMANCE | PRODUCT | PRICE |
|---|--|--------------------------|---|---------------------|---|
| ICL Performance Products LP 810 East Main Street Ontario, CA 91761 Phone: 909-983-0772 –Plant Night Telephone: 909-946-7371 FAX: 909-984-4770 – Plant 610-274-8739 – Admin Cell Phone: 909-821-1331 Emergency Contact: Gordon Springell Emergency Contact: Edward Goldberg Phone: 218-280-3864 Email: Edward.goldberg@icl-pplp.com | Large | AG-024B-B-07-9245 | June 2, 2008 thru June 1, 2009 | Phos-Chek AquaGel-K | \$12.50 per pound any package |
| Northwest Barricade LLC 3292 Scotia Rd Newport, WA 99156 Phone (Day): 509-447-5058 FAX: 509-447-3171 Cell Phone: 509-447-3171??? Emergency Contact: David C. Fredley Phone: 509-447-5058 Email: dave@northwestbarricade.com | Small SBA certified Hub Zone Firm Sent for information | AG-024B-B-07-9246 | June 12, 2008 thru June 11, 2009 | Barricade II | \$64.00 per gallon \$256.00 per 4-gallon container \$9,216.00 for pallet of 36 4-gallon containers \$17,600.00 per 275 gallon TOTE FOB Origin Factor |

| CONTRACTOR, Address and Phone Numbers | Business Size | CONTRACT NUMBER | PERIOD OF PERFORMANCE | PRODUCT | PRICE |
|---|----------------------|--------------------------|--|--|--|
| Ansul, Inc. DBA Wildfire 16311 NE Cameron Blvd. Portland, OR 97230 Phone: 800-426-5207 FAX: 503-257-7979 Emergency Contact: Jack Makin Cell Phone: 503-720-3170 Day Telephone: 503-257-7900 Home Phone: 503-663-9736 Phone: 800-426-5207 jmakin@tycoint.com | Large | AG-024B-B-07-9247 | June 9, 2008 thru June 8, 2009 | Wildfire AFG Firewall | \$170.37 - 5 gallon pail *Available on GS-075-5128A – Multiple Award Schedule under PT# NOC-G112-5 |
| Thermo Technologies, LLC 925 East Interstate Avenue Bismarck, ND 58503 Phone: 701-258-8208 Phone Night: 701-527-3516 Cell Phone: 701-527-3516 FAX: 701-258-7259 Emergency Contact: Doug Sturlaughson Phone: 701-250-6788 cnelson@thermo-gel.com | Small | AG-024B-B-07-9176 | April 1, 2008 thru March 31, 2009 | Thermo-Gel 200L (blue pails) Thermo Gel 200 L (red pails) | \$52.60 per gallon \$52.60 per gallon |

**BLANKET PURCHASE AGREEMENTS
FOR CLASS A WILDLAND FIRE FOAMS**

QPL ON PAGE 171

| CONTRACTOR, ADDRESS AND PHONE NUMBER | Business Size | CONTRACT NUMBER | PERIOD OF PERFORMANCE | PRODUCT | PRICE |
|---|---|--------------------------|---|---|---|
| Chesapeake Corporation PO Box 651 Cambridge, MD 21613 Phone: 410-221-1494 Night Phone: 410-330-3870 FAX: 410-221-0845 Cell Phone: 410-330-3870 Emergency Contact: Barbara J. Cummings Phone: 410-330-3870 bcummings@chesapeakecorporation.com | Small SBA Certified Hub Zone Firm | AG-024B-B-07-9263 | June 31, 2008 thru June 30, 2009 | Buckeye Platinum Class A Foam – 5 gallon Pail 55 gallon Drums 275 gallon Totes Summit FlameOut 5 gallon Pail 55 gallon Drum 275 gallon Totes | \$10.37 gallon \$51.87/Pail \$560.56/Drum \$2,752.75/Tote. \$12.54 gallon \$62.70/Pail \$677.60/Drum \$3,327.50/Tote |
| ICL Performance Products LP 810 E Main St. Ontario, CA 91761 Phone: 909-983-0772 Night Phone: 909-946-7371 FAX: 909-984-4770 Cell Phone: 215-280-3864 Emergency Contact: Karen Powell Phone: 760-249-5874 E-Mail Address: Edward.goldberg@icl-pplp.com | Large | AG-024B-B-07-9243 | June 2, 2008 thru June 1, 2009 | Phos-Chek WD881 – 5 gallon | \$12.75 per gallon |
| Thermo Technologies LLC 923 East Interstate Ave. Bismarck, ND 58503 Telephone Day: 701-258-8208 Telephone Night: 800-538-8122 Cell Phone: 800-538-8122 FAX Number: 701-258-7259 Emergency Contact: Doug Sturlaugson Telephone: 701-258-8208 e-mail Address: cnelson@thermo-gel.com | Large | AG-024B-B-07-9264 | June 13, 2008 thru June 12, 2009 | Thermo-Foam 100F | \$11.68 gallon. Available in 275 gallon totes and 5 gallon containers |

NATIONAL LONG TERM FIRE RETARDANT

FOB DESTINATION – BULK



Some pages have been removed from this contract and are no longer available through this website. These have been determined to contain information which must be protected from unauthorized disclosure and have therefore been removed in accordance with US Department of Agriculture Regulation 3440-02 "Control and Protection of Sensitive Security Information".

Contractors interested in this information may contact the Contracting Officer, Colleen Hightower at (208) 387-5695 or Elna Black at (208) 387-5632.

Forest Service personnel with a need to know this information can access the complete version of this contract on the USDA, Forest Service, Washington DC Office of Acquisition Management's Intranet site at:

<http://fsweb.wo.fs.fed.us/aqm/contractpa/NIFC/index.php>

US Department of the Interior personnel with a need to know this information can access the complete version of this contract on the DOI NIFC Fireline Intranet site at:

<http://web.nifc.gov/contracting/index.html>

We apologize for any inconvenience.

USDA Forest Service, Contracting
National Interagency Fire Center
3833 S. Development Avenue
Boise, Idaho 83705-5354
Phone: (208) 387-5632
Fax: (208) 387-5384

ORDERING ADDRESS AND PHONE NUMBERS

**FOB DESTINATION & FOB ORIGIN
BULK FIRE RETARDANT**

| | | |
|---|---|--|
| ICL PERFORMANCE PRODUCTS LP | | FOB ORIGIN Contract : #AG-024B-B-05-9002 Contract: #AG-024B-C-06-9130 |
| 810 East Main Street Ontario, CA 91761 Phone: 909-983-0772 FAX: 909-984-4770 | | |
| Plant | Order From | |
| Plant at Ontario, CA 810 E Main Street Ontario, CA 91761 Phone: 909/983-0772 FAX: 909/984-4770 | Whoever Answers the Phone ICL Performance Products LP 810 East Main Street Ontario, CA 91761 Phone: 909/983-0772 Fax: 909/984-4770 8:00 - 5:00/Monday - Friday 909-946-7371 (24 Hr. Emergency) | |

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

Faxed orders should be followed up verbally.

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

CONTRACT ADMINISTRATION and the LA/QA PROGRAM

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

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

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

NFES #1245

All samples should be sent to WFCS:

Wildland Fire Chemical Systems (WFCS)
Missoula Technology & Development Center
5785 Highway 10 West
Missoula, MT 59808

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

SEE ENCLOSED SUMMARY NOTES ON THE LA/QA PROGRAM

LOT ACCEPTANCE/QUALITY ASSURANCE PROGRAM

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

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

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

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

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

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

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

some suggestions on what can be done to remedy. Where appropriate, the supplier is also involved in developing a solution.

In addition to the samples already described, sufficient samples need to be taken and tested at reasonable intervals to assure that equipment is calibrated and that the retardant produced is of the proper quality. The basic tests are the same as those performed for the LA/QA program, but are done at the base by tanker personnel. Agency personnel need to be involved in the process although contractor's representative may be designated to perform the tests routinely. It is important to understand that sampling is ultimately the responsibility of the agency representative, however, and not the contractor. These samples and tests are designated as base quality control, and include the following:

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

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

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

Bob Pfouts,
406-829-6717,
FAX 406-329-4763
bpfouts@fs.fed.us

2008 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

| | | |
|---|--|-----------------------|
| DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32) | CONTRACT NO. BULK AG-024B-C-06-9130 – 5 yr AG024B-C-07-9196 – 4 yr BULK FOB ORIGIN AG-024B-B-05-9002 FULL SERVICE AG-024B-C-06 9125 – 5 yr AG-024B-C-07-9197 – 4 yr | FILE CODE 6320 |
| | UNIT: NIFC | |
| TO: TORY HENDERSON USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, ID 83705 Phone: 208-387-5348 Fax: 208-387-5398 | PROJECT: National Long-Term Fire Retardant – BULK, BULK FOB ORIGIN, and FULL SERVICE | |
| | CONTRACTOR: ICL PERFORMANCE PRODUCTS LP 810 East Main Street Ontario, CA 91761 Phone: 909-983-0772 FAX: 909-984-4770 | |

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

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

| | | |
|---|-----------|------|
| CONTRACTING OFFICER'S NAME (Print or Type) COLLEEN HIGHTOWER | SIGNATURE | DATE |
|---|-----------|------|

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

2008 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

| | | |
|--|---|---|
| DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32) | CONTRACT NO. BULK AG-024B-C-06-9130 – 5 yr AG-024B-C-07-9196 – 4 yr BULK FOB ORIGIN AG-024B-B-05-9002 FULL SERVICE AG-024B-C-06-9125 – 5 yr AG-024B-C-07-9197 – 4 yr | FILE CODE 6320 |
| | UNIT: NIFC | |
| TO: JON CURD BUREAU OF LAND MANAGEMENT IDAHO STATE OFFICE 1387 S VINNELL WAY BOISE, ID 83709 Phone: 208-373-3853 Fax: 208-373-3850 | PROJECT: National Long-Term Fire Retardant – Bulk Full Service and Bulk FOB Origin | |
| | CONTRACTOR: ICL PERFORMANCE PRODUCTS LP 810 East Main Street Ontario, CA 91761 Phone: 909-983-0772 FAX: 909-984-4770 | |

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

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

| | | |
|---|-----------|------|
| CONTRACTING OFFICER'S NAME (Print or Type) COLLEEN HIGHTOWER | SIGNATURE | DATE |
| CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES. | | |

2008 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

File Code: 6320

Date: April 22, 2008

Subject: COTR Designation for Bulk Base Operations

To: Les Holsapple

| | | |
|---|--|--|
| <p style="text-align: center;">DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</p> | <p>CONTRACT NO. BULK RETARDANT AG-024B-C-06-9130 – 5 yr AG-024B-C-07-9196 – 4 yr BULK FOB ORIGIN AG-024B-B-05-9002 FULL SERVICE AG-024B-C-06-9125 – 5 yr AG-024B-C-07-9197 – 4 yr</p> | <p>FILE CODE 6320</p> |
| <p>TO: Les Holsapple USDA, Forest Service Missoula Technology and Development Center 5784 Hwy 10 W Missoula, MT 59808</p> | <p>UNIT: NIFC</p> <p>PROJECT: NATIONAL LONG TERM FIRE RETARDANT - Bulk, Full Service and FOB Origin</p> | |
| <p>Phone: 406-829-6761 Fax: 406-329-4763</p> | <p>CONTRACTOR: ICL PERFORMANCE PRODUCTS LP 810 East Main Street Ontario, CA 91761</p> <p>Phone: 909-983-0772 FAX: 909-984-4770</p> | |

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

You are authorized to:

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

COLLEEN HIGHTOWER
Contracting Officer

| | | |
|---|------------------|-------------|
| <p>CONTRACTING OFFICER'S NAME (Print or Type) COLLEEN HIGHTOWER, Contracting Officer</p> | <p>SIGNATURE</p> | <p>DATE</p> |
|---|------------------|-------------|

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

2008

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

File Code: 6320

Date: May 9, 2008

Subject: COTR Designation for Bulk Base Operations

To: Shirley Zylstra

| | | |
|--|--|--|
| <p style="text-align: center;">DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</p> | <p>CONTRACT NO. BULK RETARDANT AG-024B-C-06-9130 – 5 yr AG-024B-C-07-9196 – 4 yr BULK FOB ORIGIN AG-024B-B-05-9002 FULL SERVICE AG-024B-C-06-9125 - 5 yr AG-024B-C-07-9197 – 4 yr</p> | <p>FILE CODE 6320</p> |
| <p>TO Shirley Zylstra USDA, Forest Service Missoula Technology and Development Center 5784 Hwy 10 W Missoula, MT 59808</p> | <p>UNIT: NIFC</p> <p>PROJECT: NATIONAL LONG TERM FIRE RETARDANT - Bulk , Full Service FOB Origin</p> | |
| <p>Phone: 406-329-4859 Fax: 406-329-3719</p> | <p>CONTRACTOR: ICL PERFORMANCE PRODUCTS LP 810 East Main Street Ontario, CA 91761</p> <p>Phone: 909-983-0772 FAX: 909-984-4770</p> | |

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

You are authorized to:

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

COLLEEN HIGHTOWER
Contracting Officer

| | | |
|--|------------------|-------------|
| <p>CONTRACTING OFFICER'S NAME (Print or Type) COLLEEN HIGHTOWER, Contracting Officer</p> | <p>SIGNATURE</p> | <p>DATE</p> |
|--|------------------|-------------|

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

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C-1 SCOPE OF CONTRACT

(a) This contract provides for the normal supply requirement of long-term fire retardant by the 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 contract. 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 QPL in accordance with U.S. Department of Agriculture, Forest Service, Specification for Long Term Retardant, Forest Fire, Aircraft or Ground Application, 5100-304a, 5100-304b with amendment. The list can be found in Section J approved fire chemicals and Section I, Qualification Requirements (FAR 52.209-1).

(b) The retardant product to be furnished shall be identical to the qualified lot number inserted in the space provided in Part 1- Retardant, FOB 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.

(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.

C-4 PRODUCT ENDORSEMENTS

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

C-5 GOVERNMENT FURNISHED PROPERTY

(a) Government furnished property is identified in Section J. Contractors are encouraged to visit the site to verify the accuracy of the information contained in this section.

(b) Fuel and Oil to be furnished by the Government for base equipment.

C-6 CONTRACTOR-FURNISHED EQUIPMENT

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

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.

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

(1) 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.

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

D-3 PACKING LIST

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

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

D-4 NOTIFICATION OF SHIPMENT OF CONDITIONALLY APPROVED PRODUCTS

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

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

D-5 TITLE TO BINS AND BULK BAGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-3 INSPECTION, ACCEPTANCE, AND PASSAGE OF TITLE

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

E-4 ACCEPTANCE INSPECTION AND TESTS

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

E-5 QUALITY ASSURANCE TESTS

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 as indicated by the refractometer readings in the acceptable range 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)

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

www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| CLAUSE NUMBER | DATE | TITLE |
|---------------|----------|--|
| 52-211-7 | SEP 1999 | DELIVERY OF EXCESS QUANTITIES |
| 52.242-15 | AUG 1989 | STOP-WORK ORDER |
| 52.242-17 | APR 1984 | GOVERNMENT DELAY OF WORK |
| 52.247-29 | FEB 2006 | F.O.B. ORIGIN |
| 52.247-34 | NOV 1991 | F.O.B. DESTINATION |
| 52.247-59 | APR 1984 | F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS |

F-2 ORDERING

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

- (1) United States Department of Agriculture, 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 DELIVERY-ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

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

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

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

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

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

(c) 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

i. 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.

ii. 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.

iii. 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:

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

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

Base Year Contract with Four Option Years:

The contract period shall be effective one calendar year from date of award. 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.

Base Year Contract with Three Option Years:

The contract period shall be effective one calendar year from date of award. However, at the option of the Government, the contract may be extended for three 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

(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 30 days from shipment in order to be paid, otherwise payment will not be allowed.

(d) Fuel Surcharge - When Contractor owned or leased transportation equipment is used, the fuel surcharge will be the actual additional cost of all fuel

due to increased prices of fuel above the price used in establishing the transportation rates shown in the Schedule of Items. This amount will be shown as a separate item on invoices for the payment of the item furnished. Invoices containing fuel surcharges must be submitted no later than 30 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)

G-3 PAYMENT PROCEDURES

Forest Service payments under this contract will be made by submitting the original invoice signed “accepted” and sending the payment package to the following address:

USDA, Forest Service
Albuquerque Service Center (ASC)
Incident Business Branch
101 B Sun Avenue NE
Albuquerque, NM 87109
Phone: 877-0372-7249
FAX: 866-816-6532

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.

BLM payments under this contract will be made by the BLM National Business Center. Ordering Units submit payment package, including original invoice signed “accepted” to:

BLM National Business Center
PO Box 25047, Bldg. 50
Denver Federal Center
Denver, CO 80225-0047, Mail Stop BC-622

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.

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 in the bid price for each Bid Item.

PART 1 - THE SCHEDULE

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.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

- I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**
- I-2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7) (JUL 1995)**
- I-3 LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (SEP 2005)**
- I-4 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (JULY 2006)**
- I-5 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**
- I-6 MATERIAL REQUIREMENTS (FAR 52.211-5) (AUG 2000)**
- I-7 ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL (FAR 52.216-4) (JAN 1997)**
- I-8 REQUIREMENTS (FAR 52.216-21) (OCT 1995)**
- I-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**
- I-10 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (MAY 2004)**
- I-11 SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (JUL 2005)**
- I-12 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (FAR 52.222-4) (JUL 2005)**
- I-13 WALSH-HEALEY PUBLIC CONTRACTS ACT (FAR 52.222-20) (DEC 1996)**
- I-14 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997) (ALTERNATE JUL 1995)**
- I-15 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)**
- I-16 DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)**
- I-17 TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14) (AUG 2003)**
- I-18 BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT (FAR 52.225-3) (JAN 2006)**
- I-19 FEDERAL, STATE, AND LOCAL TAXES (FAR 52.229-3) (APR 2003)**
- I-20 PAYMENTS (FAR 52.232-1) (APR 1984)**

- I-21 DISCOUNTS FOR PROMPT PAYMENT (FAR 52.232-8) (FEB 2002)**
- I-22 EXTRAS (FAR 52.232-11) (APR 1984)**
- I-23 ASSIGNMENT OF CLAIMS (FAR 52.232-23) (JAN 1986)**
- I-23 PROMPT PAYMENT (FAR 52.232-25) (OCT 2003)**
- I-25 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR
REGISTRATION (FAR 52.232-33) (OCT 2003)**
- I-26 SPECIAL ELECTRONIC FUNDS TRANSFER INSTRUCTIONS**
- I-27 DISPUTES (FAR 52.233-1) (JUL 2002)**
- I-28 PROTEST AFTER AWARD (FAR 52.233-3) (AUG 1996)**
- I-29 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
(FAR 52.236-3) (APR 1984)**
- I-30 PERMITS & RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)**
- I-31 BANKRUPTCY (FAR 52.242-13) (JUL 1995)**
- I-32 CHANGES - FIXED-PRICE (FAR 52.243-1) (AUG 1987)**
- I-33 GOVERNMENT-FURNISHED PROPERTY SHORT FORM (FAR 52.245-4)
(JUN 2003)**
- I-33 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
(FAR 52.246-17) (JUN 2003)**
- I-35 LIMITATION OF LIABILITY (FAR 52.246-23) (FEB 1997)**
- I-36 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT FIXED-PRICE
(MORE THAN \$100,000 CONTRACTS) (FAR 52.249-2) (MAY 2004)**
- I-37 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52.249-8) (APR 1984)**
- I-38 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

BASIC ORDERING AGREEMENT (BOA'S)

FOR

MOBILE RETARDANT MIXING BASES

AIRTANKERS

HELICOPTERS

SINGLE ENGINE AIRTANKER - SEATs

**BASIC ORDERING AGREEMENTS (BOA'S) FOR
PORTABLE/MOBILE RETARDANT MIXING BASES**

| CONTRACTOR | FS AGREEMENT NUMBER | BLM AGREEMENT NUMBER | EXHIBIT |
|---|----------------------------|-----------------------------|----------------|
| MOBILE RETARDANT BASE – AIR TANKERS (MRB-AT) | | | |
| ICL PERFORMANCE PRODUCTS LP | AG-024B-B-08-9280 (5) | RAE-08-6001 | EXHIBIT 1 |
| MESA VERDE AVIATION, INC. | AG-024B-B-08-9283 (6) | RAE-08-6004 | EXHIBIT 2 |
| PECOS VALLEY WILDFIRE, LLC | AG-024B-B-08-9286 (6) | RAE-08-6007 | EXHIBIT 3 |
| MOBILE RETARDANT BASE – HELICOPTERS (MRB-H) | | | |
| ICL PERFORMANCE PRODUCTS LP | AG-024B-B-08-9281 (5) | RAE-08-6002 | EXHIBIT 4 |
| MESA VERDE AVIATION, INC. | AG-024B-B-08-9284 (6) | RAE-08-6005 | EXHIBIT 5 |
| PECOS VALLEY WILDFIRE, LLC | AG-024B-B-08-9287 (6) | RAE-08-6008 | EXHIBIT 6 |
| MOBILE RETARDANT BASE – SEATS (MRB SEATS) | | | |
| ICL PERFORMANCE PRODUCTS LP | AG-024B-B-08-9282 (5) | RAE-08-6003 | EXHIBIT 7 |
| MESA VERDE AVIATION, INC. | AG-024B-B-08-9285 (6) | RAE-08-6006 | EXHIBIT 8 |



Some pages have been removed from this contract and are no longer available through this website. These have been determined to contain information which must be protected from unauthorized disclosure and have therefore been removed in accordance with US Department of Agriculture Regulation 3440-02 "Control and Protection of Sensitive Security Information".

Contractors interested in this information may contact the Contracting Officer, Colleen Hightower at (208) 387-5695 or Elna Black at (208) 387-5632.

Forest Service personnel with a need to know this information can access the complete version of this contract on the USDA, Forest Service, Washington DC Office of Acquisition Management's Intranet site at:

<http://fsweb.wo.fs.fed.us/aqm/contractpa/NIFC/index.php>

US Department of the Interior personnel with a need to know this information can access the complete version of this contract on the DOI NIFC Fireline Intranet site at:

<http://web.nifc.gov/contracting/index.html>

We apologize for any inconvenience.

USDA Forest Service, Contracting
National Interagency Fire Center
3833 S. Development Avenue
Boise, Idaho 83705-5354
Phone: (208) 387-5632
Fax: (208) 387-5384

FULL SERVICE RETARDANT CONTRACT



Some pages have been removed from this contract and are no longer available through this website. These have been determined to contain information which must be protected from unauthorized disclosure and have therefore been removed in accordance with US Department of Agriculture Regulation 3440-02 "Control and Protection of Sensitive Security Information".

Contractors interested in this information may contact the Contracting Officer, Colleen Hightower at (208) 387-5695 or Elna Black at (208) 387-5632.

Forest Service personnel with a need to know this information can access the complete version of this contract on the USDA, Forest Service, Washington DC Office of Acquisition Management's Intranet site at:

<http://fsweb.wo.fs.fed.us/aqm/contractpa/NIFC/index.php>

US Department of the Interior personnel with a need to know this information can access the complete version of this contract on the DOI NIFC Fireline Intranet site at:

<http://web.nifc.gov/contracting/index.html>

We apologize for any inconvenience.

USDA Forest Service, Contracting
National Interagency Fire Center
3833 S. Development Avenue
Boise, Idaho 83705-5354
Phone: (208) 387-5632
Fax: (208) 387-5384

C-3 CONTRACTOR FURNISHED PROPERTY

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

The Contractor shall provide continuous flow or batch mixing equipment:

(a) Equipment includes, but is not limited to, retardant dispensing pump, above ground pipe, manifold, fittings, hose, and valves necessary to mix and load aircraft to meet minimum requirements.

(b) The Contractor shall provide equipment to remove and return unused retardant solution from loaded aircraft to storage.

(c) The Contractor shall provide a sampling valve to be installed between the loading pump and aircraft loading valve for quality assurance testing.

(d) The Contractor shall provide instruments (i.e., Refractometer, Marsh Funnel) and material needed to measure specific gravity and viscosity of retardant solutions.

C-4 REMOVAL OF CONTRACTOR-FURNISHED PROPERTY

(a) Retardant or retardant components remaining at the end of a contract period may be held in Government owned tank(s) or facilities, upon the written request of the Contractor and approved by the Contracting Officer.

(b) Equipment furnished by the Contractor may be either removed or stored at the tanker base during the Optional Period, upon the written request of the Contractor and approval by the Contracting Officer.

(c) If the contract is not renewed or the Contractor is not the successful bidder on the subsequent contract, the retardant and all Contractor-furnished property must be disposed of or removed at Contractor's expense within 30 days, ground and weather conditions permitting, upon written notice by the Government and prior to final acceptance of the contract. Contractor shall flush and clean all remaining Government equipment of residual product.

C-5 GOVERNMENT'S RESPONSIBILITIES

(a) The movement and parking of aircraft for the loading of retardant will not be performed by Contractor personnel.

(b) The movement of motor vehicle on the aircraft-loading ramp will be done only under the authorization of the Contracting Officer.

(c) The Government will be responsible to inspect and provide oversight to testing as described in Section E-5 Testing.

(d) Government performs the following:

LA/QA stands for Lot Acceptance and Quality Assurance. This program is the Forest Service's means of spot-checking the various retardants used by different bases and assuring that a high standard of quality is maintained by the retardant manufacturing companies and the agency tanker bases.

This program consists of EVERY BASE sending the following retardant samples:

(1) Base Opening Sample: When your base opens in the spring or early summer and the retardant is thoroughly recirculated, take a one quart sample from each tank for lot acceptance testing. Label this sample “base opening” or “overwinter”, include the date the sample was taken and tank identification, and send to Wildland Fire Chemical System (WFCS).

(2) Base Closing Sample: Just before closing for the winter, recirculate the contents of each tank thoroughly, take a one quart sample, label it as the “base closing” sample, include the date the sample was taken and tank identification, and send to WFCS.

(3) Truckload Sample: In addition to the Base Opening and Base Closing samples, some bases will be asked to send in a sample from each truckload that is delivered to the base. These bases will change from year to year. Managers will be informed at the beginning of each season if they will be required to send in truckload samples

(4) Troubleshooting Samples: Sometimes the retardant does not look or feel quite right, or it won't test out regardless of attempts at adjustment. Send these samples with a description of the problem to WFCS and we will attempt to resolve the problem. Frequently, these have high viscosity and low salt content or the reverse. This rules out a simple mixing problem. We can go back to the supplier to examine the manufacturing process for other possible causes.

(e) Every base buying retardant from the national retardant contract, regardless of agency, will need to send a minimum of two samples (base opening and base closing for each storage tank on the base) to WFCS. Regardless of the reason for submitting a sample, each sample needs to be labeled clearly and accurately. Self-adhesive labels are available from WFCS. Using these labels and supplying the requested information will assure the fastest possible turnaround of the testing of your samples.

(f) **In addition** to the Base Opening and Base Closing samples, some bases each year will also be sending in a sample of each truckload that is delivered to the base:

(1) Shipment Sample: When identified as a sample base, every shipment of retardant that your base receives during the season, whether it's a tanker load of liquid or a truckload of bags, needs to be sampled and tested at your base and one quart sample sent to WFCS for confirmatory tests. Please include the shipper number and bag tag or batch number, in addition to the date and base information.

(g) A Retardant Use Report (RUR) will be sent to each base at the beginning and near the end of each season. Every base needs to fill out one report and return it to WFCS at the end of each season. It may be helpful to keep track of some of the information (such as number of planes loaded) throughout the fire season. Managers of portable bases will need to submit a RUR also. The report can also be found on the Fire Chemicals CD, which comes out each spring. It is the responsibility of each manager (at both permanent and portable bases) to fill out this report. This information is used to fill out the Environmental Protection Agency (EPA) Form R, which is a component of the Toxic Release Inventory, and is required from certain bases by the EPA. Please return this form to WFCS as soon as possible after your season ends.

If you have any questions, please contact the person below.

USDA Forest Service
Missoula Technology and Development Center
Wildland Fire Chemical Systems
Attn: Bob Pfouts
5785 Hwy 10 West
Missoula, MT 59808

Note: If sending via Federal Express the phone number to use is
(406) 829-6717

C-6 CONTRACTOR'S RESPONSIBILITIES

(a) The Contractor shall provide well-trained, competent personnel to mix, load, store, and off-load fire retardant. All work under this contract shall be performed timely and in a skillful, professional manner. The Contracting Officer may, in writing, require the Contractor to remove from the work site any employee the Contracting Officer deems incompetent, unsafe, careless or otherwise objectionable or for theft, possession and/or removal of materials, supplies, equipment or any Government-owned or leased property.

(1) Minimum qualifications for each crewmember shall consist of classroom and On the Job training (OJT), which includes mixing procedures, aircraft type and capability, OSHA standards, and understanding of the base operating plan. Hot reloading training will be accomplished in conjunction with agency personnel in accordance with procedures as outlined in the Interagency Airtanker Base Operations Guide and the base specific hot-reloading plan.

(2) Documentation of training shall be provided to the Contracting Officer.

(b) The Contractor shall keep all equipment and supplies at each base clean, neat, orderly, and painted in colors that are pre-approved and acceptable to the Contracting Officer. All empty bags and other litter shall be picked up and disposed of at least daily. All containers must be kept neatly stored.

(c) The Contractor shall be responsible for cleaning up all spillages caused by mixing and loading operations. The contractor shall wash spillage from loading ramps and shall keep retardant washed off the equipment. [See Section I, Hazardous Material Identification and Material Safety Data, FAR 52.223-03]

(d) The Contractor shall comply with the base-operating plan. A copy can be obtained through the Contracting Officer.

(e) As a minimum, the Contractor will perform testing in accordance with Section E.

(f) The Contractor shall comply with the safety and health standards applicable to retardant mixing and loading operations. (Reference OSHA General Industrial Standards 29 CFR 1910). The Contractor shall also develop and post an operations plan, which has been developed in concert with the Fire Agency's base operating plan. The plan will include as a minimum:

- (1) an employee organization chart showing lines of authority,
- (2) a complete list of duty assignments for each position,
- (3) a description of proper work procedures for each assignment,
- (4) a safety briefing with a list of safety rules for the operation, and,
- (5) a plan to provide follow-up training for all personnel.

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

(g) INCIDENT BEHAVIOR

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident or work site. Possession or use of these substances will result in the contractor being released from the incident or work site. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident.

[Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment].

C-7 TECHNICAL REQUIREMENTS

(a) Retardant must be qualified and approved for use at permanent bases (See Section J, Qualified Products List of approved fire chemicals, and Section I, Qualification Requirements, FAR 52.209-1).

(b) All aircraft shall be loaded to their contracted load capacity or as directed by the Contracting Officer. The pilot of the aircraft may request the aircraft not be filled to their contracted load capacity due to product remaining in tank or weight concerns.

(c) The Contractor may be required to hot load turbine aircraft.

(d) Aircraft loading nozzles shall be 3-inch "Kamlock" type, or equal, equipped with shutoffs.

(e) The Contractor shall provide continuous flow loading capabilities for retardant delivery into the aircraft and any storage capacity necessary to meet the daily peak demand as specified in Section J, Exhibit J-1. This will be provided with the loading capability of a minimum rate of 400 gallons per minute and maximum of 500 gallons per minute except **all Single Engine Airtankers shall be loaded at a 200 gallons per minute capacity, only.**

(f) The Contractor shall provide off-load storage capacity as specified in Section J, Exhibit 1, separate from base storage tanks and loading facilities

PART I – THE SCHEDULE

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.

PART I – THE SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

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

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

www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

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

E-2 INSPECTION OF SUPPLIES – FIXED-PRICE (FAR 52.246-2) (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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require
(2) 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-3 RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16) (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession,

unless the contract specifically provides for earlier passage of title.

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

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

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

E-4 INSPECTION AND ACCEPTANCE OF MIXED PRODUCT

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

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

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

E-5 TESTING

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

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

- (1) The Contractor shall be required to test every aircraft load for salt content (refractometer reading).

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

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

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

PART I - THE SCHEDULE

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):

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| CLAUSE NUMBER | DATE | TITLE |
|---------------|----------|--|
| FAR 52.211-17 | SEP 1989 | DELIVERY OF EXCESS QUANTITIES |
| FAR 52.242-15 | AUG 1989 | STOP-WORK ORDER |
| FAR 52.242-17 | APR 1984 | GOVERNMENT DELAY OF WORK |
| FAR 52.247-34 | NOV 1991 | F.O.B. DESTINATION |
| FAR 52.247-55 | JUN 2003 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY |

F.2 CONTRACT PERIOD AND OPTION TO EXTEND THE TERM OF THE CONTRACT

One Year Contract with Four Option Years:

The contract period shall extend for one calendar year from date of award. However, at the option of the Government, the contract may be renewed for four option years period provided the Contracting Officer serves notice of intent to renew at least 60 days prior to contract expiration. The renewal will be with the same terms and conditions except that any renewal is subject to the economic price adjustment clause of this contract.

One Year Contract with Three Option Years:

The contract period shall extend for one calendar year from date of award. However, at the option of the Government, the contract may be renewed for three option year periods provided the Contracting Officer serves notice of intent to renew at least 60 days prior to contract expiration.

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

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

F-4 REQUIRED DELIVERY PERIOD

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

F-5 PRE- AND POST-PERIOD DELIVERY

The Government reserves the right to order retardant for the period **60** days before and **60** days after the Required Delivery Period at the prices specified in the contract. During the Pre- and Post-Periods, the Contractor must deliver retardant as specified herein within 24 hours of receipt of an order.

F-6 OPTIONAL PERIOD DELIVERY

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

F-7 READY DELIVERY STATUS

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

(b) The normal operating day is 9 hours. The Contracting Officer shall establish and may change the times of the normal operating day by issuance of a work order as necessary. However, the normal operating day may not exceed the number of hours stated herein unless aircraft are being loaded **OR** unless the mixing crew is ordered to be in extended ready delivery status. At joint California Division of Forestry (CDF)/USDA FS bases, the normal operating day will constitute 10 ½ hours per day and should be bid accordingly. There will be no extended ready delivery status until the passage of 10 ½ hours.

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

F-8 RETURN-TO-READY DELIVERY STATUS

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

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

F-9 AUTHORIZED BREAKS

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

F-10 FAILURE TO PERFORM

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

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

F-11 GOVERNMENT OPERATION OF CONTRACTOR PLANT

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

F-12 ADDITIONAL ORDERING REQUIREMENTS

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

F-13 FOOD AND DRINK

The Airtanker Base Managers shall provide meals, ice, and drinks at the Government's expense in order to sustain fire fighting operations. If the crews are required to be on site/base due to potential fire emergencies, or the aircraft is flying, then appropriate meals shall be provided. In addition, extended standby ordered by the Government in excess of 1 hour requires dinner to be provided.

F-14 FUEL SURCHARGE

The Government will reimburse the Contractor for the actual amount of any fuel surcharge imposed as a part of the total freight charges for each shipment of retardant. The contractor warrants that the surcharge imposed is not in excess of any fuel surcharge imposed on other firms for whom the transportation firms used provides freight hauling services. The fuel surcharge shall be listed as a separate item on transportation freight bills and invoices for the payment of the item furnished. Invoices containing fuel surcharges must be submitted no later than 30 days from shipment in order to be paid; otherwise payment will not be allowed. **Invoices for fuel surcharge will be submitted to the Airtanker Base Manager for processing.**

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION

G-1 METHOD OF MEASUREMENT

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

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

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

(2) Calibration and verification to insure meter accuracy will be performed as stated in the following Forest Service guide: "User/Procurement Manual for Retardant Measurement Mass Flowmeter". **Each meter will be calibrated annually as early in the season as possible by the Government.** Verification of meter accuracy may be requested at anytime at the request of the Contractor or the Contracting Officer. Such verification will be performed in the presence of the Contractor and the Contracting Officer. If during the season, micro motion meter discrepancies occur, the cost of recalibration will be paid by either the Government or the contractor depending on recalibration results. If the micro motion meter is calibrated correctly, then the contractor will pay for the recalibration, and if incorrectly calibrated the Government will pay for the cost.

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

(b) Inventory Method

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

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

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

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

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

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

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

G-2 BASIS OF PAYMENT

(a) Retardant.

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

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

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

(c) Extended Ready Delivery Status. The Contractor will be paid at an hourly rate (rounded to the next full hour) specified in Section B for each authorized crew member whenever the Agency requires ready delivery status in excess of the applicable normal working day hours (See Section F, Ready Delivery Status). The first 9 hours of Ready Delivery Status (or 10 1/2 as referenced in Ready Delivery Status) each day will be considered the normal operating day.

(d) Call-Up Outside Required Delivery Period. When required to be in Ready Delivery Status during the 45 day Pre-, Post-, or Optional Periods, a minimum of 3 days call-up is guaranteed. If during the pre-delivery, or post-delivery, or optional delivery periods less than 10,000 gallons of retardant is pumped in any day, a minimum of \$250 per day will be paid.

(e) Reimbursement for Mobilization and Demobilization Costs

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

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

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

G-3 PAYMENT PROCEDURES

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

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

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

(d) Payment Procedures: **Purchase/delivery orders will be placed using Form SF-1449 – Order for Commercial items, along with the Resource Orders. Government credit cards shall not be used to place orders. All orders must be approved by someone with purchasing authority. Payments for SF-1449 orders will be made by USDA, ASC. Submit a copy of the SF-1449, resource order, and original invoice for payment processing.** Contract for permanent bases only. Forest Service Base managers submit original invoice signed “services received,” the appropriate Retardant Use Record and/or Retardant/Use Worksheet, and any other applicable supporting documentation for the invoice to the following address:

USDA, Forest Service
Albuquerque Service Center (ASC)
Incident Business Branch
101 B Sun Ave. NE
Albuquerque, NM 87109
Phone: 877-372-7249
FAX: 877-816-9532

The documentation included for payment needs to clearly show and be legible, the base, Contract number, individual and telephone number to be contacted if there are questions from the payment center.

(3) Payment Procedures: Contract for permanent bases only. Bureau of Land Management Base managers submit original invoice signed “services received,” the appropriate Retardant Use Record and/or Retardant/Use Worksheet, and any other applicable supporting documentation for the invoice to the following address:

BLM National Business Center
PO Box 25047, Building 50
Denver Federal Center
Denver, CO 80225-0047
Mail Stop: BC-622

The documentation included for payment needs to clearly show and be legible, the base, Contract number, individual and telephone number to be contacted if there are questions from the payment center.

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

**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 option years shall be included in the bid price for each Bid Item.

PART I - THE SCHEDULE

SECTION H - SPECIAL REQUIREMENTS

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

Post award conferences with the successful Offeror(s) are required. The conferences will be scheduled and held prior to the first day of the required delivery period. The conference(s) will be held at a time and location established within 30 days after contract award by the Contracting Officer.

H-2 INSURANCE COVERAGE (AGAR 452.228-71) (NOV 1996)

Pursuant to FAR Clause 52.228-5, Insurance--Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of a policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Paragraph (d) of this AGAR clause has been deleted because it is not applicable to this contract

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

- I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**
- I-2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7) (JUL 1995)**
- I-3 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (SEP 2005)**
- I-4 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003)**
- I-5 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**
- I-6 MATERIAL REQUIREMENTS (FAR 52.211-5) (AUG 2000)**
- I-7 REQUIREMENTS (FAR 52.216-21) (OCT 1995) (USDA-Forest Service Modified for this Contract)**
- I-8 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**
- I-9 SMALL, BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (JAN 2002) (ALT 1 - OCT 2001)**
- I-10 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (FAR 52.222-4) (SEP 2000)**
- I-11 WALSH-HEALEY PUBLIC CONTRACTS ACT (FAR 52.222-20) (DEC 1996)**
- I-12 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**
- I-13 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997) (ALT 1 JUL 1995)**
- I-14 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)**
- I-15 DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)**
- I-16 TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14) (AUG 2003)**
- I-17 BUY AMERICAN ACT—NORTH AMERICAN FREE TRADE AGREEMENT – I ISRAELI TRADE ACT (FAR 52.225-3) (JUN 2003)**

- I-18 FEDERAL, STATE, AND LOCAL TAXES (FAR 52.229-3) (APR 2003)**
- I-19 PAYMENTS (FAR 52.232-1) (APR 1984)**
- I-20 DISCOUNTS FOR PROMPT PAYMENT (FAR 52.232-8) (FEB 2002)**
- I-21 EXTRAS (FAR 52.232-11) (APR 1984)**
- I-22 ASSIGNMENT OF CLAIMS (FAR 52.232-23) (JAN 1986)**
- I-23 PROMPT PAYMENT (FAR 52.232-25) (FEB 2002)**
- I-24 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-34) (MAY 1999)**
- I-25 SPECIAL ELECTRONIC FUNDS TRANSFER INSTRUCTIONS**
- I-26 DISPUTES (FAR 52.233-1) (JULY 2002)**
- I-27 PROTEST AFTER AWARD (FAR 52.233-3) (AUG 1996)**
- I-28 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-3) (APR 1984)**
- I-29 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)**
- I-30 BANKRUPTCY (FAR 52.242-13) (JUL 1995)**
- I-31 CHANGES--FIXED-PRICE (FAR 52.243-1) (AUG 1987)**
- I-32 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)**
- I-33 GOVERNMENT FURNISHED PROPERTY (SHORT FORM) (FAR 52.245-4) (JUN 2003)**
- I-34 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (FAR 52.246-17) (JUN 2003)**
- I-35 LIMITATION OF LIABILITY (FAR 52.246-23) (FEB 1997)**
- I-36 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (FAR 52.249-2) (SEP 1996)**
- I-37 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52.249-8)(APR 1984)**
- I-38 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

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

SECTION J - LIST OF ATTACHMENTS

- EXHIBIT J-4 RETARDANT INVENTORY/USE WORKSHEET**
- EXHIBIT J-5 DAILY RETARDANT USE WORKSHEET**
- EXHIBIT J-6 USDA FOREST SERVICE CUMULATIVE RETARDANT
USE/PAYMENT SUMMARY**
- EXHIBIT J-7 FIRE CHEMICALS (Qualified or Approved and commercially
available)**
- EXHIBIT J-8 LONG-TERM FIRE RETARDANT CHARACTERISTICS AND MIX
FACTORS**
- EXHIBIT J-9 ATTACHMENTS BY REFERENCE**

Interagency Airtanker Base Operations Guide

J.5 DAILY RETARDANT USE RECORD

Airtanker Base Name and Agency

Date

Page

Name

| Load No. | Time | Tanker No. | Incident Order No. | Billing Code Over Ride | Spec. Grav. | Refrac. | Pounds | Gallons | Day Total | Comments |
|----------|------|------------|--------------------|------------------------|-------------|---------|--------|---------|-----------|----------|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |
| 10 | | | | | | | | | | |
| 11 | | | | | | | | | | |
| 12 | | | | | | | | | | |
| 13 | | | | | | | | | | |
| 14 | | | | | | | | | | |
| 15 | | | | | | | | | | |
| 16 | | | | | | | | | | |
| 17 | | | | | | | | | | |

DAILY SUMMARY

| Agency | Loads | Gallons |
|--------------|-------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | | |

Notes:

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

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

7. GALLONS USED THIS PERIOD (from attached worksheet)

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

TOTAL \$ _____

8. MISCELLANEOUS SERVICES

A OFF-LOAD _____ @ \$ 40.00 = \$ _____
B RELOAD _____ @ \$ 20.00 = \$ _____
C LOAD WATER _____ @ \$ 20.00 = \$ _____
D EXTENDED HOURLY _____ @ \$ 20.00 = \$ _____
***E** CALL-UP GUARANTEE _____ @ \$ 250.00 = \$ _____
***F** MOBILIZATION/DEMobilIZATION - Actual cost, attach itemization= \$ _____
G. OTHER SERVICES _____ Mixed Prices \$ _____

*Applicable during pre, post, and optional periods

TOTAL \$ _____

9. DEDUCTIONS/CREDITS THIS PERIOD

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

10. TOTAL PAYMENT THIS INVOICE

TOTAL \$ _____

11. RETARDANT AND PAYMENT SUMMARY

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

12. GROSS TOTAL PAID TO DATE

\$ _____

| | |
|--|---|
| 13. APPROVED FOR THE UNITED STATES OF AMERICA COR Signature and Date | 14. APPROVED FOR THE CONTRACTOR Signature and Date (Optional) |
|--|---|

EXHIBIT J-9 ATTACHMENTS BY REFERENCE

The referenced material may be requested through the Contracting Officer.

SPECIFICATION 5100-304A AND 5100-304B - LONG-TERM RETARDANT FOREST FIRE,
AIRCRAFT OR GROUND APPLICATION

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

USER/PROCUREMENT MANUAL FOR RETARDANT MEASUREMENT MASS
FLOWMETER

QUALIFIED PRODUCTS LISTS (QPL)

LONG-TERM FIRE RETARDANT CHARACTERISTICS AND MIX FACTORS¹



2/5/07

J.7 LONG-TERM RETARDANT

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

The listed products are qualified and approved for use, only at the specified mix ratio, and only with the indicated application equipment.

Consult individual agencies for specific policies relating to long-term retardant use.

| Chemical | Mix Ratio (Pounds concentrate Per gallon water) | Qualified/Approved Applications ¹ | | | | |
|--|---|--|-------|--------------------------|----------------------|------------------|
| | | Fixed-Wing Airtanker | SEATS | Fixed-Tank Helicopter | Helicopter Bucket | Ground Engine |
| Dry Concentrate - Gum-thickened; Permanent or Temporary Base | | | | | | |
| Phos-Chek D75-R | 1.20 lb/gal | • | • | | • | |
| Phos-Chek D75-F | 1.20 lb/gal | • | • | | • | |
| Dry Concentrate - Gum-thickened; Temporary Base0 | | | | | | |
| Phos-Chek 259-R | 1.14 – 1.60 lb/gal | • | • | • | • | • |
| 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 | | | | • | • |
| Wet Concentrate - Gum-thickened; Permanent or Temporary Base | | | | | | |
| Phos-Chek LV-R | 3.6:1 | • | • | | • | • |
| Phos-Chek LC-95A- | 5.5:1 | • | • | | • | • |
| ¹ <ul style="list-style-type: none"> • 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 qualification.) | | | | | | |

March 2008



J.8 Long-Term Fire Retardant Characteristics and Mix Factors¹

| Retardant ² | Normal Use ² | Mix Ratio | Yield Mixed retardant per ton of wet or dry concentrate | Specific weight of mixed retardant | Viscosity of mixed retardant | Specific gravity of treated retardant | Refractometer reading of mixed retardant |
|--|-------------------------|------------------------------|--|--|------------------------------------|---|---|
| | | | <i>gallons</i> | <i>lb/gal</i> | <i>centipoise</i> | | |
| <i>Dry Concentrate, Gum-thickened, High Viscosity</i> | | | | | | | |
| Phos-Chek D75-R | FW, SEAT, HB | 1.20 lb/gal H ₂ O | 1786 | 8.91 | 1000-1600 | 1.065-1.078 | 11.25-13.25 |
| Phos-Chek D75- F | FW, SEAT, HB | 1.20 lb/gal H ₂ O | 1786 | 8.91 | 1000-1600 | 1.065-1.078 | 11.25-13.25 |
| <i>Dry Concentrate, Gum-thickened, Low Viscosity</i> | | | | | | | |
| Phos-Chek 259-R | FW, SEAT, HF, HB, G | 1.14 lb/gal H ₂ O | 1869 | 8.90 | 75-250 | 1.063-1.074 | 12.25-14.5 |
| Phos-Chek 259- F | FW, SEAT, HF, HB, G | 1.14 lb/gal H ₂ O | 1869 | 8.90 | 75-250 | 1.063-1.074 | 12.25-14.5 |
| Phos-Chek G75-F | FW, SEAT, HB, G | 1.12 lb/gal H ₂ O | 1907 | 8.85 | 60-250 | 1.055-1.067 | 10.25-12.25 |
| Phos-Chek G75-W | HB, G | 1.12 lb/gal H ₂ O | 1907 | 8.85 | 60-250 | 1.055-1.067 | 10.25-12.25 |
| <i>Wet Concentrate, Gum-thickened</i> | | | | | | | |
| Phos-Chek LV-R | FW, SEAT, HB, G | 3.6:1 | 860 | 8.93 | 75-225 | 1.064-1.076 | 11.0-13.0 |
| Phos-Chek LC-95A | FW, SEAT, HB, G | 5.5:1 | 1054 | 8.97 | 75-225 | 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.





6/5/08

WATER ENHANCERS

Approved by USDA Forest Service In Accordance with Forest Service Specification 5100-306A (June 2007)

The listed products are approved for use,

only at the specified mix ratio or mix ratio range and only with the indicated application equipment.

Consult individual agencies for specific policies relating to water enhancer use.

Please review the Notes for Selection and Use [www.fs.fed.us/rm/fire/wfcs/documents/we_notes.pdf]

| <u>Chemical</u> | <u>Mix Ratio</u> ¹ | <u>Approved Applications</u> ² | | | | |
|---|-------------------------------|---|--------------|-------------------|---------------|---------------|
| | | <u>Fixed-Wing Airtanker</u> | | <u>Helicopter</u> | | <u>Ground</u> |
| | | <u>Multi Engine</u> ³ | <u>SEATS</u> | <u>Fixed-Tank</u> | <u>Bucket</u> | <u>Engine</u> |
| Uncolored ⁴ | | | | | | |
| Phos-Chek AquaGel-K ⁵ | 0.4-1.2% | 4 | • | | • | • |
| Thermo-Gel 200L ⁶ (blue pails) | 2% | | | | • | • |
| Wildfire AFG Firewall ⁷ | 3.0% | 4 | • | | • | • |
| Barricade II | 1.0% | 4 | • | | • | • |
| Barricade II | 1.0% - 3.0% | | | | • | • |
| Thermo-Gel 200L (red pails) | 0.5% - 3.0% | 4 | • | | • | • |
| Colored - No colored water enhancers are available | | | | | | |

¹ The product, **outside the mix ratio or mix ratio range shown**, is **not** qualified for use.

² • 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 qualification. Not available for use except during an agency-authorized field evaluation.)

Evaluations from the field are requested with regard to effectiveness, ease of use and mixing. (Evaluation forms are available)

³ Forest Service policy does not allow application of water enhancers from large airtankers. These products meet the requirements for application from multi-engine aircraft for those agencies whose policy permits this use.

⁴ Only uncolored products have completed a laboratory evaluation as required by Forest Service Specification 5100-306a. Colored products may be used within a controlled study to determine visibility as required by the specification.

⁵ This product was evaluated and approved under the name Chemdal Aqua Shield.

⁶ Thermo-Gel 200L supplied in blue pails was evaluated and approved under the name Stockhausen Cindet FP-47. It is **NOT** approved for use in Fixed-Wing Airtankers, including SEATs.

⁷ This product was evaluated and approved under the name NoChar E112.



2/5/08

J.10 CLASS A WILDLAND FIRE FOAM

Qualified and Approved by USDA Forest Service In Accordance with Forest Service Specification 5100-307a

The listed products are qualified and approved for use only at the specified mix ratio range and
only with the indicated application equipment

Consult individual agencies for specific policies relating to wildland fire foam use.

| <u>Chemical</u> | <u>Mix Ratio</u> | <u>Qualified/Approved Applications</u> ¹ | | | | |
|---------------------------------------|------------------|---|---------------------------|-------------------|---------------|--------------------------------|
| | | <u>Fixed-Wing</u> <u>Water Scooper</u> | <u>SEATS</u> ² | <u>Helicopter</u> | | <u>Ground</u> <u>Engine</u> |
| | | | | <u>Fixed-Tank</u> | <u>Bucket</u> | |
| Ansul Silv-Ex | 0.1-1.0% | • | • | | • | • |
| FireFoam 103 | 0.1-1.0% | • | • | | • | • |
| FireFoam 103B ³ | 0.1-1.0% | • | • | ★ | • | • |
| Phos-Chek WD 881 ⁴ | 0.1-1.0% | • | • | • | • | • |
| FireFoam 104 | 0.1-1.0% | • | • | | • | • |
| Angus ForExpan S | 0.1-1.0% | | • | | • | • |
| Pyrocap B-136 | 0.1-1.0% | | • | | • | • |
| Phos-Chek WD 881-C | 0.1-1.0% | • | • | | • | • |
| Phos-Chek Anchor Point | 0.1-1.0% | | • | | • | • |
| National Foam KnockDown | 0.1-1.0% | • | • | | • | • |
| Summit FlameOut | 0.1-1.0% | | | | • | • |
| Angus Hi-Combat A ⁵ | 0.1-1.0% | • | • | | • | • |
| Buckeye Platinum Class A | 0.1-1.0% | • | • | | • | • |
| Chemguard First Class ⁶ | 0.1-1.0% | • | • | • | • | • |
| Solberg Fire-Brake 3150A ⁷ | 0.1-1.0% | • | • | | • | • |
| Phos-Chek First Response | 0.1-1.0% | • | • | • | • | • |

¹ • Fully Qualified (Product complies with all requirements of a formal specification.)
★ Administrative Approval (Product complies with all requirements of a formal specification or administrative work plan.)

² Within Canada, the wildland fire management agencies apply foam from land-based fixed-wing airtankers (single or multi engine). The presence of a dot in this column indicates approval in Canada for application from aircraft of either type.

³ Administrative approval has been granted for application from fixed-tank helicopters. No further approvals are needed.

⁴ This product was evaluated and qualified under the name Phos-Chek 0170-014A

⁵ This product was evaluated and qualified under the name KnockDown Plus.

⁶ This product was evaluated and qualified under the name Chemguard #121802.

⁷ This product was evaluated and qualified under the name 3M Fire-Brake BFFF.

RETURN COMPLETED FORM TO:
 US FOREST SERVICE
 ACQUISITION MANAGEMENT
 3833 S. DEVELOPMENT AVE.
 BOISE, IDAHO 83705
 Fax 208-387-5384 - Questions, call 208-387-5695

J.11 EVALUATION REPORT ON
 CONTRACTOR PERFORMANCE
 RETARDANT

SOURCE SELECTION INFORMATION
NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)

| | |
|----------------|--|
| USER | |
| ADDRESS | |
| CITY/STATE/ZIP | |
| CONTRACT COR | |

| | |
|-----------------|--|
| CONTRACT NO. | |
| CONTRACTOR | |
| CONTRACT PERIOD | |
| WORK LOCATION | |

CONTRACT SERVICE DESCRIPTION Full Service Base EERA

INSTRUCTIONS If you have excel, this form may be filled in on the computer or a blank form can be printed and filled in by hand. Use the mouse to navigate. To check or uncheck a box, left 'click' the box. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are helpful and substantiate either very high or very low ratings. If additional space is needed, use page 2 of the form or attach additional page(s). N/A means not applicable. *A copy of this report may be used in future evaluations of the Contractor's past performance and is provided to the Contractor (without your identity)*

1. Was the Contractor capable, efficient and effective in supporting this contract?

| | | | | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| Support provided was very inefficient, not effective, not capable | N/A | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Support provided was extremely capable efficient and effective |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Comments

2. Did the Contractor's performance conform to the terms and conditions of the contract?

| | | | | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| Performance did not conform to contract terms and conditions | N/A | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Performance conformed to contract terms and conditions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Comments

3. Were the Contractor on-site personnel professional, reasonable and cooperative during performance?

| | | | | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| Not professional, not reasonable, and not cooperative | N/A | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Very professional, very reasonable, and very cooperative |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Comments

| | | | | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|
| 4. Were the Contractor on-site personnel committed to customer satisfaction? | | | | | | | | | |
| Not committed to customer satisfaction | N/A | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Very committed to customer satisfaction |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Comments

| | | | | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|
| 5. How was the Contractor on-site personnel attitude and efforts focused toward safety of equipment and/or aircraft, as well as actual application, towards aircraft safety? | | | | | | | | | |
| Safety compromises in both orientation and actions | N/A | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Extremely safety oriented and actions demonstrated same |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Comments

| | | | | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------|
| 6. If given the opportunity, would you hire this Contractor again to accomplish a similar project? | | | | | | | | | |
| Definitely not | N/A | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Definitely yes |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Comments

Additional comments to support your response to any item above or other items (include additional page if needed)

| | | | |
|---|------------------|------|--|
| Name and Title of Individual Completing this Form | | | |
| Signature | Telephone Number | Date | |
| | | | |