



2004

(February 2004) – Corrected and Updated July 2004 NATIONAL LONG-TERM FIRE RETARDANT REQUIREMENT CONTRACT

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Frank Gomez, Contracting Officer
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File Code: 6320

Date: March 2004

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 which is still in the planning stage. We will revise the website address above and/or link to the Intranet website address. Vendors and other interested parties who need a full version of the “Pink Book” may call the following number to obtain copies of the “Pink Book”: 208-387-5632 or e-mail me at eeblack@fs.fed.us and I will mail or e-mail your needed copies.

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

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

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

There are now four distinct sections to the Pink Book:

- National Long Term Retardant - Bulk Contract - FOB Destination
- National Long Term Retardant - Bulk Contracts - FOB Orgin
- Mobile Retardant Portable Bases – Emergency Equipment Rental Agreements for Helicopters and Airtankers
- National Long Term Retardant – Full Service Contracts

National Long Term Retardant-Bulk Contract – FOB Destination

Contract No: 54-024B-4-2398 – Astaris, LLC – One year with no options
54-024B-4-2400 – Astaris, LLC – One year with one option year
54-024B-4-2402 - Astaris, LLC – One year with two option years
54-024B-4-2399 – Fire-Trol Holdings, LLC – One year with no options
54-024B-4-2401 – Fire-Trol Holdings, LLC – One year with one option year
54-024B-4-2403 – Fire-Trol Holdings, LLC – One year with two option years

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

This booklet, of which this letter is a part, is furnished to you for use in placing retardant orders and making payments for retardant delivered. The booklet reflects the pertinent terms and conditions of the contracts on file in this office. Please review the booklet carefully. When delivery orders are placed, **please forward a copy of each to this office.** The orders are vital to our need to establish the kind and quantity of retardant historically ordered under the contracts and for information needed in future contracts. Contract prices for shipment **FOB Destination** to established airtanker bases are enclosed. Retardant ordered under normal delivery terms (See contract clause F.4--72 hours) to the listed airtanker bases includes pricing for retardant and FOB Destination per ton price for transportation. See the yellow pages of this pink book Enclosure 1, Astaris, L.L.C., and Enclosure 2, Fire-Trol Holding, L.L.C., for contract prices. The Contracting Officer will approve any substitution of product or product lot number in advance and a contract modification must be executed. (See C-).

National Long Term Retradant- Bulk Contract - FOB Origin:

Contract No: 54-024B-4-2427 - Fire-Trol Holdings, LLC

Contract No: 54-024B-4-2428 – Astaris, LLC

Retardant may be ordered **FOB Origin** with actual transportation charges added for destination to locations other than the listed airtanker bases or to the listed airtanker bases for orders under the minimum. Like retardants may be compared and ordered from the FOB Origin price list with actual transportation charges added for destination. This process is intended to support locations other than the listed airtanker bases or to the listed airtanker bases for orders under the minimum. The low price item would be ordered or a process using current procurement regulations would be followed. The process is intended to primarily support Single Engine Air Tanker, and Agency managed portable operations.

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

Retardant Portable Bases – Emergency Equipment Rental Agreement(s) – EERA(s):

Mobile Airtanker Portable Retardant Bases (ATPB):

Contract No: 54-024B-4-2430 – Astaris, LLC

Contract No: 54-024B-4-2431 – Fire-Trol Holdings, LLC

Contract No: 54-024B-4-2432 – Mesa Verde Aviation, Inc.

Mobile Helicopter Portable Retardant Bases (HPB):

Contract No: 54-024B-4-2433 – Astaris, LLC

Contract No: 54-024B-4-2434 – Fire-Trol Holdings, LLC

Contract No: 54-024B-4-2435 – Mesa Verde Aviation, Inc.

Read the Agreement carefully as the agreements have changed from the past.

Mobile/portable retardant mixing bases under these EERA's may be ordered directly from the companies by the local user agency. Order the appropriate retardant base and type of retardant product by considering factors such as type of product generally used in the area and whether need is for fixed-wing or helicopters. If need is for helicopter operations determine if bucket or fixed tanks will be used and order the appropriate qualified and approved fire chemical. Questions

regarding the qualified and approved retardant types may be directed to or 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, Frank Gomez 208 387-5347.

Payments for Portable Base Units (EERA's):

Payments will be reviewed and submitted through the Fire Finance Section. The Finance Section will then submit the package to the appropriate paying office. Payments will only be made by the following paying units:

Forest Service payments under this agreement will be made by the USDA Boise National Forest, Attn: Fiscal & Accounting, 1249 Vinnell Way, Suite 200, Boise, ID 83709. Questions can be directed to 208-373-4100. The Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

BLM payments under this agreement will be made by the BLM National Business Center. Ordering units submit payment packages to: BLM National Business Center, PO Box 25047, Bldg. 50, Denver Federal Center, Denver, CO 80225-0047, Mail Stop BC-622. Questions can be directed to (303) 236-7117. Emergency equipment rental agreement payment procedures must comply with Instruction Memorandum No. BC-2003-035.

National Long Term Retardant-Full Service Contracts:

Contract No: 53-024B-4-2392 – Fire-Trol Holdings, LLC – One year with no options
53-024B-4-2394 – Fire-Trol Holdings, LLC – One year with one-year option
53-024B-4-2396 – Fire-Trol Holdings, LLC – One year with two-year options

53-024B-4-2393 – Hunot Retardant Co. – One year with no options
53-024B-4-2395 – Hunot Retardant Co. – One year with one-year option
53-024B-4-2397 – Hunot Retardant Co. – One year with two-year options

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

Procurement Reporting Process

Responsible Procurement Officials shall:

For Forest Service and Department of Interior Units, the following FPDS-NG (formerly S-279 system) 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. The purchase/delivery order, AD-838, in

Pontius, should be coded "22" in the SF-281 block so that the action is not a duplicative recorded by NFC on the SF-281 report. NIFC will create the original entry for each contract in the 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. AG024B54024B12169 for Fire Trol's 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 208/387-5347/ E-mail: fgomez@fs.fed.us with any questions that you might have.

Sincerely,

/s/FRANK GOMEZ
FRANK GOMEZ
Contracting Officer

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BULK – FOB ORIGIN

2004 BULK CONTRACT PRICES
 FIRE-TROL HOLDINGS, LLC
 CONTRACT NO: 54-O24B-4-2427

FOB ORIGIN – Price of Product at the Manufacturing Plant				
ITEM NO.	PRODUCT/PACKAGE	LOT NO.	PRICE / TON	MIXED GALLON
DRY PRODUCTS				
B-1.1	GTS-R Bulk Bag	60-64	\$728.75	.550
B-1.2	300-F Bulk Bag	5043	\$780.00	.624
WET PRODUCTS				
B-1.3	LCA-R BULK	91-FT-54	\$534.60	.550
B-1.4	LCG-R BULK	91-FT-55	\$507.65	.550
B-1.5	LCA-F BULK	91-FT-113	\$613.18	.620
B-1.6	LCG-F BULK	91-FT-115	\$578.46	.620
ADDITIONAL PACKAGING IN PAILS				
B-3.1	GTS-R PAIL	60-64	\$1,060.00	.800
B-3.2	300-F PAIL	5043	\$1,092.50	.874

**2004 BULK CONTRACT PRICES
ASTARIS LLC
CONTRACT NO: 54-024B-4-2428**

FOB ORIGIN – PRICE OF PRODUCT AT THE MANUFACTURING PLANT				
ITEM NO.	PRODUCT	LOT NO.	PRICE / TON	MIXED GALLON
DRY PRODUCTS				
B-1.1	D75-R BULK	3616870 H	\$1,215.48	.68
B-1.2	D75-R BIN	3616870 H	\$1,185.83	.664
B-1.3	D75-R BULK BAG	3616870 H	\$1,116.65	.625
B-1.4	D75-F BULK	3616870 F	\$1,324.18	.741
B-1.5	D75-F BIN	3616870 F	\$1,294.54	.725
B-1.6	D75-F BULK BAG	3616870 F	\$1,225.36	.686
B-1.7	D75-R 25 KG 2-HANDLE BAG	3616870-H	\$1,200.00	.672
B-1.8	D75-F 25 KG 2-HANDLE BAG	3616870-F	\$1,375.00	.770
WET PRODUCTS				
B-1.9	MV-R BULK	4427743-B	\$559.15	.650
B-1.10	LV-R BULK	4427744-B	\$532.94	.620
B-1.11	MV-F BULK	4427705-B	\$618.59	.702
B-1.12	LC-95A BULK	1051695-A	\$724.50	.687
OTHER APPROVED PRODUCTS				
B-2.1	G75-W BIN	5594004-E	\$1,329.48	.697
B-2.2	G75-W BULK BAG	5594004-E	\$1,202.86	.630
B-2.3	G75-F BULK	2468743-E	\$1,392.79	.730
B-2.4	259-R BIN	1004461-A	\$1,673.39	.895
B-2.5	259-F BIN	0124025-A	\$1,767.40	.946
B-2.6	259-F BULK BAG	0124025-A	\$1,682.80	.900
B-2.7	G75-F BIN	2468743-E	\$1,350.58	.708
B-2.8	G75-F BULK BAG	2468743-E	\$1,255.63	.658
B-2.9	259-F BULK	0124025-A	\$1,805.01	.966
B-2.10	259-R BULK BAG	1004461-A	\$1,598.18	.855
B-2.11	259-R BULK	1004461-A	\$1,710.99	.915
B-2.12	G75F 25 kg 2-HANDLE BAG	2468743-E	\$1,375.00	.721
B-2.13	G75W 25 kg 2-HANDLE BAG	5594004-E	\$1,350.00	.708
B-2.14	259-R 25 kg 2-HANDLE BAG	1004461-A	\$1,900.00	1.017
B-2.15	259-F 25 kg 2-HANDLE BAG	0124025-A	\$1,950.00	1.043
ADDITIONAL PACKAGING IN PAILS				
B-3.1	D75-F PAIL	3616870 F	\$1,545.18	.865
B-3.2	D75-R PAIL	3616870 H	\$1,434.37	.803
B-3.3	259-R PAIL	1004461-A	\$2,049.43	1.097
B-3.4	G75-W PAIL	5594004-E	\$1,751.54	.918
B-3.5	G75-F PAIL	2468743-E	\$1,772.39	.929
B-3.5	259-F PAIL	0124025-A	\$2,143.44	1.147

BULK FOB DESTINATION

CONTRACT NO: 54-024B-4-2398
RFP 49-03-09 – ONE YEAR WITH NO OPTIONS

ASTARIS, LLC
622 EMERSON ROAD, SUITE 500
ST. LOUIS, MO 63141
PHONE: 215-280-3864
FAX: 610-274-8739

ITEMS: 01
04
08
09

AIRTANKER BASE AWARDS - FOB DESTINATION ASTARIS, L.L.C. CONTRACT NO.: 54-024B-4-2398 RFP 49-03-09 – ONE YEAR WITH NO OPTIONS (Normal Delivery - See Contract Clause F.4)					
ITEM NO.	AGENCY/ REGION	PRODUCT/ PACKAGE	PRICE / TON w/Transportation	PRICE / GALLON	
1	FS / R1	LV-R BULK	\$473.00	\$0.550	
4	FS / R3	D75-R PHOS BIN	\$1,018.02	\$0.570	
8	FS / R8	D75-R PHOS BIN	\$1,250.20	\$0.700	
9	FS / R8	D75-R PHOS BIN	\$1,178.76	\$0.660	

CONTRACT NO: 54-024B-4-2399
RFP 49-03-09 - ONE YEAR WITH NO OPTIONS

FIRE TROL HOLDINGS, LLC
2620 N 37TH DRIVE
PHOENIX, AZ 85009
PHONE: 602-262-5401
FAX: 602-269-9499

ITEMS 02
03
05
06
07
10
11

AIRTANKER BASE AWARDS - FOB DESTINATION FIRE-TROL HOLDINGS, L.L.C. – CONTRACT NO: 54-024B-4-2399 RFP 49-03-09 – ONE YEAR WITH NO OPTIONS (Normal Delivery - See Contract Clause F.4)					
	BASE	AGENCY REGION	PRODUCT/ PACKAGE	PRICE / TON w/Transportation	PRICE / GALLON
2		FS / R1	GTS-R-BULK BAG	\$708.70	\$0.535
3		FS / R1	GTS-R-BULK BAG	\$721.30	\$0.544
5		FS / R6	LCG-R BULK	\$524.67	\$0.568
6		FS / R6	LCA-R BULK	\$503.00	\$0.517
7		FS / R6	LCA-R BULK	\$515.61	\$0.530
10		BLM / R10	LCG-R BULK	\$715.96	\$0.776
11		BIA / R10	LCG-R BULK	\$907.36	\$0.983

**EXHIBIT J-1 GOVERNMENT FURNISHED EQUIPMENT
BULK CONTRACT BASES - ONE YEAR WITH NO OPTIONS**

BID ITEM #	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
Northern Geographic Area (R-1)									
1	FS		Forklift	NONE	2-10,000 gal tank	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	60,000
2	FS		Forklift	NONE	1-15,000 gal tank	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	70,000
3	FS		Forklift	Batch-mixer	1-10,000 gal tank	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	60,000
Rocky Mountain Geographic Area (R-2)									
Southwestern Geographic Area (R-3)									
4	FS		Forklift	NONE	4-10,000 gal tanks.	Hoses, valves, manifold.	Water & air pumps & 66,000 gal water tank on 20' x20' x24' pad furnished by contractor		130,000
Great Basin Geographic Area (R-4)									
Pacific Southwest Geographic Area (R-5)									

**EXHIBIT J-1 GOVERNMENT FURNISHED EQUIPMENT
BULK CONTRACT BASES - ONE YEAR WITH NO OPTIONS**

BID ITEM #	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
Northwest Geographic Area (R-6)									
05	FS		NONE	Orifice blender, 1 micro motion	1-6,000 gal water. 1-5,000 gal water. 1-6,000 retardant.	Hoses, valves, manifold, pumps.			5,000
06	FS		NONE		1-20,000 gal water. 4-10,000 retardant. 1-5,000 off-load.	Hoses, valves, manifold, pumps.	No Powder Storage		150,000
07	FS		NONE		1-20,000 gal water. 4-10,000 gal retardant. 1-5,000 gal off-load.	Hoses, valves, manifold, pumps.	Warehouse storage. Current LC set up.	2 Agency owned micro motion meter	130,000
Southern Geographic Area (R-8)									
08	FS		Forklift	Eductor	3-5,000 gal tanks.	Hoses, valves, manifold, pumps.			40,000
09	FS		Forklift	Eductor	1-16,000 gal tank.	Hoses, valves, manifold, pumps.			40,000
Eastern Geographic Area (R-9)									
Alaska (R10)									
10	BLM		NONE	NONE	1-25,000 gal retardant tank 1-10,000 gal water	Hoses, valves, manifold, pumps.	An additional 25,000 gal retardant storage required	12 Agency owned micro motion meters	100,000
11	BLM		NONE	NONE	2-25,000 gal tanks.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	75,000

**EXHIBIT J-2 - 1993 – 2002 LONG TERM RETARDANT USE 10-YEAR AVERAGE
BULK CONTRACT BASES – ONE YEAR WITH NO OPTIONS**

BID ITEM	AGENCY	BASE	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	10 YR AVG
Northern Geographic Area (R-1)													
01	FS		0	567,100	0	98,050	0	153,700	182,115	332,300	322,250	118,344	177,386
02	FS		0	322,725	2,000	267,600	41,078	89,375	28,713	153,060	226,200	16,738	114,749
03	FS		0	563,300	0	137,700	0	36,000	82,156	670,550	905,000	144,250	253,896
Rocky Mountain Geographic Area (R-2)													
Southwestern Geographic Area (R-3)													
04	FS		550,550	1,793,000	410,780	526,450	123,234	144,750	203,604	783,100	278,050	707,400	552,092
Great Basin Geographic Area (R-4)													
Pacific Southwest Geographic Area (R-5)													
Northwest Geographic Area (R-6)													
05	FS		3,750	67,652	23,708	62,220	13,600	22,411	22,756	17,440	80,285	110,400	42,422
06	FS		24,986	599,043	410,376	109,610	164,688	109,601	771,202	230,848	1,001,938	344,399	376,669
07	FS		283,611	954,944	261,389	1,149,475	137,291	537,557	741,380	628,996	754,733	1,200,240	664,962
Southern Geographic Area (R-8)													
08	FS		6,000	59,762	62,950	20,000	0	22,500	0		348,150	68,150	65,279
09	FS		18,000	69,000	108,000	450,000	0	180,850	0	229,650	58,900	3,000	111,740
Eastern Geographic Area (R-9)													
Alaska (R-10)													
10	BLM		88,000	68,750	20,400	89,531	0	236,214	175,675	101,166	140,478	186,850	110,706
11	BLM		16,400	23,350	0	0	0	0	0	8,458	0	30,000	7,821

**EXHIBIT J-3 - 2004 RETARDANT BASE CONTACT LIST
BULK CONTACT BASES – ONE YEAR WITH NO OPTIONS**

ITEM #	BASE	ID	BASE MANAGER	PHONE	COR	PHONE	NOTES
Northern Geographic Area (R-1)							
01	FS	COE	Harlow "Bud" McConnaughey	208-762-6926	Bernie Lionberger	208-762-6901	
02	FS	S80	Geoff Hochmuht	208-983-9577	Geof Hochmuht	208-983-9577	
03	FS	WYS	Greg Anderson	406-646-7691	Greg Anderson	406-646-7691	
Rocky Mountain Geographic Area (R-2)							
Southwestern Geographic Area (R-3)							
04	FS		Buck Gomez	505-538-2702	Buck Gomez	505-538-2702	
Great Basin Geographic Area (R-4)							
Pacific Southwest Geographic Area (R-5)							
Northwest Geographic Area (R-6)							
05	FS	5J0	Jeff Meyerholz	541-575-3109	Jeff Meyerholz	541-575-3109	
06	FS	LMT	Don Cavin	541-883-6853	Don Cavin	541-883-6853	
07	FS	RDM	Phil Armour	541-504-7220	Phil Armour	541-504-7220	
Southern Geographic Area (R-8)							
08	FS	AVL	Wade Carpenter	828-684-3426	Wade Carpenter	828-684-3426	
09	FS	FSM	Bob Merchant	501-646-7062	Johnny Linsey	501-964-7026	
Eastern Geographic Area (R-9)							
Alaska (R-10)							
10	BLM	FBK	Carl Elam	907-356-5528	Glenn Claypool	907 356-5568	
11	BLM	GAL	Randy Esmailka	907-656-1234	Glenn Claypool	907-356-5568	

BULK FOB DESTINATION

CONTRACT NO: 54-024B-4-2400
RFP 49-03-13 – ONE YEAR WITH ONE OPTION YEAR

ASTARIS, LLC
622 EMERSON ROAD, SUITE 500
ST. LOUIS, MO 63141
PHONE: 215-280-3864
FAX: 610-274-8739

ITEMS: 02
09

AIRTANKER BASE AWARDS - FOB DESTINATION ASTARIS, L.L.C. CONTRACT NO.: 54-024B-4-2400 RFP-49-03-13 – ONE YEAR WITH ONE OPTION YEAR (Normal Delivery - See Contract Clause F.4)						
ITEM NO.	AGENCY/ REGION	PRODUCT/ PACKAGE	PRICE / TON w/Transportation	PRICE / GALLON		
2	FS / R2	LV-R BULK	\$567.60	\$0.660		
9	FS / R8	D75-R PHOS BIN	\$1,250.20	\$0.700		

**CONTRACT NO: 54-024B-4-2401
RFP 49-03-13 - ONE YEAR WITH ONE OPTION YEAR**

**FIRE TROL HOLDINGS, LLC
2620 N 37TH DRIVE
PHOENIX, AZ 85009
PHONE: 602-262-5401
FAX: 602-269-9499**

**ITEMS: 01
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AIRTANKER BASE AWARDS - FOB DESTINATION FIRE-TROL HOLDINGS, L.L.C. – CONTRACT NO: 54-024B-4-2401 RFP 49-03-13 – ONE YEAR WITH ONE YEAR OPTION (Normal Delivery - See Contract Clause F.4)					
ITEM NO.		AGENCY REGION	PRODUCT/ PACKAGE	PRICE / TON w/Transportation	PRICE / GALLON
1		FS / R1	GTS-R BULK BAG	\$686.75	\$0.518
3		FS / R2	LCA-R BULK	\$546.21	\$0.562
4		BIA / R3	LCA-R BULK	\$519.79	\$0.535
5		FS / R4	LCG-R BULK	\$504.28	\$0.546
6		CDF/FS / R5	GTS-R BULK BAG	\$667.00	\$0.503
7		FS / R5	LCA-R BULK	\$510.67	\$0.525
8		FS / R6	LCG-R BULK	\$489.69	\$0.531

**EXHIBIT J-1 - GOVERNMENT FURNISHED EQUIPMENT
BULK CONTRACT BASES – ONE YEAR WITH ONE OPTION YEAR**

BID ITEM #	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS		OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
Northern Geographic Area (R-1)										
01	FS		2 Forklift	NONE	3 Retardant storage tanks = 21,000 gal total		Hoses, valves, manifold, pumps.	1-transfer pump furnished by Contractor.	2 Agency owned micro motion meters	100,000
Rocky Mountain Geographic Area (R-2)										
02	FS		Small Forklift	NONE	1-10,000 gal water. 2-15,000 gal retardant. 1 down load 7,500 gal tank		Hoses, valves, manifold, pumps. Air compressor, radios	1 Transfer/circulation pump and mixing valves furnished by contractor	1 Agency owned micro motion meter and printer; electrical services provided by agency; H2O supplied by city	70,000
03	FS		NONE	NONE	4-10,000 gal Retardant 2-20,000- gal water, 1-5,000 gal off load		Hoses, valves, manifold, pumps.	Dry storage space is limited	1 Agency owned micro motion meter	150,000
Southwestern Geographic Area (R-3)										
04	BIA		All Agency provided	All Agency provided	1-5,000 gal water tank Only 1-3,000 gal retardant tank		Hoses, valves, manifold, pumps.	SEAT Base Only Contractor to provide Pump to recirculate and to fill SEAT contractor mixing trailer		30,000
Great Basin Geographic Area (R-4)										
05	FS		Forklift	NONE	4-10,000 gal tanks. 1-13,000 gal water. 1-5,000 gal off load.		Hoses, valves, manifold, pumps.		2 Agency owned micro motion meters	70,000

**EXHIBIT J-1 - GOVERNMENT FURNISHED EQUIPMENT
BULK CONTRACT BASES – ONE YEAR WITH ONE OPTION YEAR**

BID ITEM #	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
Pacific Southwest Geographic Area (R-5)									
06	FS/CDF/BLM		Forklift	Eductor	1- 40,000 gal water 1-38,000 gal mix tank. 1-38,000 gal holding tank	Silo storage (112,000 lbs). Hoses, valves, manifold, pumps.	Offload Capability (2)	(1)	170,000
07	FS		NONE	NONE	1-20,000 gal water. 2-10,000 gal retardant.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	100,000
Northwest Geographic Area (R-6)									
08	FS		NONE	NONE	1-10,000 gal water. 2-10,000 retardant. 1-5,000 off-load, 1-5,000 Retardant Storage.	Hoses, valves, manifold, pumps.	No powder storage. Current LC set up.	1 Agency owned micro motion meter	160,000
Southern Geographic Area (R-8)									
09	FS		Forklift	Eductor	5-4,000 gal tanks.	Hoses, valves, manifold, pumps.			40,000
Eastern Geographic Area (R-9)									
Alaska (R10)									

**EXHIBIT J-2 -- 1993 - 2002 LONG TERM RETARDANT USE 10-YEAR AVERAGE
BULK CONTRACT BASES - ONE YEAR WITH ONE OPTION YEAR**

BID ITEM	AGENCY	BASE	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	10 YR AVG
Northern Geographic Area (R-1)													
01	FS		2,450	1,272,925	0	152,375	59,625	685,025	219,950	1,683,450	390,000	97,412	456,321
Rocky Mountain Geographic Area (R-2)													
02	FS		0	26,050	2,200	0			0	645,422	438,985	812,449	240,638
03	FS		0	0	0	463,236	0	0	45,345	726,370	161,326	1,800,000	319,628
Southwestern Geographic Area (R-3)													
04	BIA		144,440	29,150	47,093	70,000	74,451	22,988	140,561				75,526
Great Basin Geographic Area (R-4)													
05	FS		51,822	1,548,262	33,000	317,590	0	227,475	161,624	736,700	435,493	345,994	385,796
Pacific Southwest Geographic Area (R-5)													
06	FS/CDF		432,120	543,125	214,290	585,000	665,651	303,600	228,188	1,001,500	98,050	642,852	471,438
07	FS		0	186,235	109,225	353,963	0	27,445	26,713	147,000	367,830	354,609	157,302
Northwest Geographic Area (R-6)													
08	FS		11,682	2,359,048	47,275	1,456,348	199,121	167,399	149,056	959,005	608,850	236,255	619,404
Southern Geographic Area (R-8)													
09	FS		2,000	22,144	180,000	23,218	0	28,576	1,116,250		324,000	17,000	190,354
Eastern Geographic Area (R-9)													
Alaska (R-10)													

**EXHIBIT J-3 -- 2004 RETARDANT BASE CONTACT LIST
BULK CONTRACT BASES – ONE YEAR WITH ONE OPTION YEAR**

ITEM #		BASE	ID	BASE MANAGER	PHONE	COR	PHONE	NOTES
Northern Geographic Area (R-1)								
01	FS		MSO	Greg Houska	406-329-4910	Greg Houska	406-329-4910	
Rocky Mountain Geographic Area (R-2)								
02	FS		RAP	Rodney Brown (Asst.)	605-343-1567	Rodney Brown (Asst.)	605-343-1567	
03	FS		DRO	Ed McCaw	970-382-8070	Ed McCaw	970-382-8070	
Southwestern Geographic Area (R-3)								
04	BIA			Olivia Cassadore	928-338-5337	George Leech (FMO)	928-338-5321	
Great Basin Geographic Area (R-4)								
05	FS		MYL	Kay Jones	208-634-0357	Vacant	208-634-0746	
Pacific Southwest Geographic Area (R-5)								
06	FS/CDF		PTV	Paul Contreras	559-784-0828	Tony Duprey	559-784-0828	
07	FS		SIY	Mike Slette	530-841-4431	Dennis Brown	530-468-1295	
Northwest Geographic Area (R-6)								
08	FS		LGD	Russ Hurst	541-963-2333	Russ Hurst	541-963-2333	
Southern Geographic Area (R-8)								
09	FS		TYS	Doug Ivey	865-982-1372	Eddy Holt	423-476-9761	
Eastern Geographic Area (R-9)								
Alaska (R-10)								

BULK FOB DESTINATION

CONTRACT NO: 54-024B-4-2402
RFP 49-03-14 – ONE YEAR WITH TWO OPTION YEARS

ASTARIS, LLC
622 EMERSON ROAD, SUITE 500
ST. LOUIS, MO 63141
PHONE: 215-280-3864
FAX: 610-274-8739

TEMS: 03
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AIRTANKER BASE AWARDS - FOB DESTINATION ASTARIS, L.L.C. CONTRACT NO.: 54-024B-4-2402 RFP 49-03-14 – ONE YEAR WITH TWO OPTION YEARS (Normal Delivery - See Contract Clause F.4)					
ITEM NO.		AGENCY/ REGION	PRODUCT/ PACKAGE	PRICE / TON w/Transportation	PRICE / GALLON
3		FS / R3	D75-R PHOS BIN	\$1,035.88	\$0.580
5		FS / R5	D75-R PHOS BIN	\$1,098.39	\$0.615

CONTRACT NO: 54-024B-4-2403
RFP 49-03-14 - ONE YEAR WITH TWO OPTION YEARS

FIRE TROL HOLDINGS, LLC
2620 N 37TH DRIVE
PHOENIX, AZ 85009
PHONE: 602-262-5401
FAX: 602-269-9499

ITEMS: 01
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AIRTANKER BASE AWARDS - FOB DESTINATION FIRE-TROL HOLDINGS, L.L.C. – CONTRACT NO: 54-024B-4-2403 RFP 49-03-14 – ONE YEAR WITH TWO YEAR OPTION Normal Delivery - See Contract Clause F.4)					
ITEM NO.		AGENCY REGION	PRODUCT/ PACKAGE	PRICE / TON w/Transportation	PRICE / GALLON
1		FS / R1	GTS-R BULK BAG	\$718.33	\$0.542
2		FS / R2	LCA-R BULK	\$611.61	\$0.629
4		BLM / R3	LCA-R BULK	\$572.86	\$0.589
6		FS / R6	LCG-R BULK	\$517.68	\$0.561
7		FS / R6	LCG-R BULK	\$518.47	\$0.562

**EXHIBIT J-1 - GOVERNMENT FURNISHED EQUIPMENT
BULK CONTRACT BASES - ONE YEAR WITH TWO OPTION YEARS**

BID ITEM #	AGENCY	BASE	AGENCY OWNED HANDLING	AGENCY OWNED MIXING	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER REQUIREMENTS OF CONTRACTOR	COMMENTS	DAILY PEAK DEMAND
Northwest Geographic Area (R-6)									
06	BIA/FS		NONE		1-3,000 retardant. 1-12,00 gal	Hoses, valves, manifold, pumps.			30,000
07	FS		NONE	Orifice blender	1-10,000 gal water. 2-5,000 retardant. 1-10,000 retardant. 1-5,000 off-load.	Hoses, valves, manifold, pumps.		1 Agency owned micro motion meter	70,000
Southern Geographic Area (R-8)									
Eastern Geographic Area (R-9)									
Alaska (R10)									

**EXHIBIT J-2 – 1993 – 2002 LONG TERM RETARDANT USE 10-YEAR AVERAGE
BULK CONTRACT BASES – ONE YEAR WITH TWO OPTION YEARS**

BID ITEM	AGENCY	BASE	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	10 YR AVG
Northern Geographic Area (R-1)													
01	FS		0	742,000	57,113	0	0	289,000	0	892,650	847,200	29,620	285,758
Rocky Mountain Geographic Area (R-2)													
02	FS		24,000	212,880	46,996	166,244	142,198	23,552	0	403,361	74,556	1,252,974	234,676
Southwestern Geographic Area (R-3)													
03	FS		479,750	975,193	41,078	262,675	0	68,800	160,740	675,850	554,967	404,501	362,355
04	BLM		56,350	150,832	47,996	23,825	0	0	0	276,550	12,990	189,600	75,814
Great Basin Geographic Area (R-4)													
Pacific Southwest Geographic Area (R-5)													
05	FS		15,000	10,000	12,800	35,600	18,200	29,400	9,000	102,000	140,650	212,450	58,510
Northwest Geographic Area (R-6)													
06	BIA		3,000	26,662	9,600	146,493		27,166	73,500			98,360	54,969
07	FS		26,490	163,853	24,613	30,080	5,220	48,460	93,608	11,844	47,604	102,041	55,381
Southern Geographic Area (R-8)													
Eastern Geographic Area (R-9)													
Alaska (R-10)													
Note: Quantities` for Wenatchee were used for Moses Lake, which replaced Wenatchee June 1, 2001.													
Note: Omak 10 year average not reflective of current situation. Omak has converted to SEAT base. Bid item estimates gallons as SEAT base.													

ORDERING ADDRESS AND PHONE NUMBERS

FOB DESTINATION & FOB ORIGIN

BULK FIRE RETARDANT

FIRE TROL HOLDINGS, L.L.C. Contract: #54-024B-4-2399 Contract: #54-024B-4-2401 Contract: #54-024B-4-2403		FOB ORIGIN Contract: #54-024B-4-2427
2620 N. 37 th Drive Phoenix, AZ 85009 Phone: 602/262-5401 FAX 602/269-9499		
Plant	Order From	Payment
Plant at Orland, CA 1227 E South St. Orland, CA 95963 Phone: 530/865-4932 FAX: 530/865-5479 Plant at Pasco, WA, 251 Commercial Ave.) Pasco, WA 99302 Phone: 800/999-8696 Phone: 509-545-4400 FAX: 509/547-6295 Buckeye (Phoenix), AZ 702 N 4 th St. Buckeye, AZ 85326 Phone: 800/765-2855 Phone: 623/386-6860 FAX: 623/386-7466	Whoever Answers the Phone Fire Trol Holdings, L.L.C. P.O. Box 277 Orland, CA 95963 Phone: 530/865-4932 Fax: 530/865-5479	Fire Trol Holdings L.L.C. P.O. Box 910346 Pasadena, CA 91110-0346

ASTARIS, L.L.C. Contract: #54-024B-4-2398 Contract: #54-024B-4-2400 Contract: #54-024B-4-2402		FOB ORIGIN Contract: #54-024B-4-2428
810 East Main Street Ontario, CA 91761 Phone: 909/983-0772 FAX: 909/984-4770		
Plant	Order From	
Plant at Ontario, CA 810 E Main Street Ontario, CA 91761 Phone: 909/983-0772 FAX: 909/984-4770	Whoever Answers the Phone Astaris, L.L.C. 810 East Main Street Ontario, CA 91761 Phone: 909/983-0772 Fax: 909/984-4770 8:00 - 5:00/Monday - Friday 909/946-7371 (24 Hr. Emergency)	

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

Faxed orders should be followed up verbally.

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

CONTRACT ADMINISTRATION and the LA/QA PROGRAM

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

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

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

NFES #1245

All samples should be sent to WFCS:

Wildland Fire Chemical Systems (WFCS)
Missoula Technology & Development Center
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.

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

DESIGNATIONS OF ADMINISTRATION CONTRACTING OFFICER (ACO)

File Code: 6320

Date: March 2, 2004

Subject: Designation of Administrative Contracting Officer for Region 1:

National Long Term Fire Retardant - Full Service

FireTrol Holdings, LLC – 53-024B-4-2392-(1 yr), 53-024B-4-2394-(2 yr),
53-024B-4-2396-(3 yr)

Hunot Retardant Company – 53-024B-4-2393-(1 yr), 53-024B-4-2395-(2 yr),
2397-3 yr

National Long Term Fire Retardant – Bulk Retardant

FireTrol Holdings, LLC - 54-024B-4-2399-1 yr, 2401-2 yr, 2403-3 yr
Astaris, LLC - 54-024B-4-2398-1 yr, 2400-2 yr, 2402-3 yr

National Long Term Fire Retardant – Bulk FOB Origin

Fire-Trol Holdings, LLC – 54-024B-4-2427
Astaris, LLC – 54-024B-4-2428

To: Kathy Benson

This is your designation to administer the above contracts.

You are authorized to:

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

FRANK GOMEZ
Contracting Officer

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

File Code: 6320

Date: March 2, 2004

Subject: Designation of Administrative Contracting Officer for Region 2:

National Long Term Fire Retardant - Full Service

FireTrol Holdings, LLC – 53-024B-4-2392-(1 yr), 53-024B-4-2394-(2 yr),
53-024B-4-2396-(3 yr)

Hunot Retardant Company – 53-024B-4-2393-(1 yr), 53-024B-4-2395-(2 yr),
53-024B-4-2397-(3 yr)

National Long Term Fire Retardant – Bulk Retardant

FireTrol Holdings, LLC - 54-024B-4-2399-(1 yr), 54-024B-4-2401-(2 yr),
54-024B-4-2403-(3 yr)

Astaris, LLC - 54-024B-4-2398-(1 yr), 54-024B-4-2400-(2 yr),
54-024B-4-2402-(3 yr)

National Long Term Fire Retardant – Bulk FOB Origin

Fire-Trol Holdings, LLC – 54-024B-4-2427
Astaris, LLC – 54-024B-4-2428

To: Diana Patera

This is your designation to administer the above contracts.

You are authorized to:

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

FRANK GOMEZ
Contracting Officer

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

File Code: 6320

Date: March 2, 2004

Subject: Designation of Administrative Contracting Officer for Region 3

National Long Term Fire Retardant - Full Service

FireTrol Holdings, LLC – 53-024B-4-2392-(1 yr), 53-024B-4-2394-(2 yr),
53-024B-4-2396-(3 yr)

Hunot Retardant Company – 53-024B-4-2393-(1 yr), 53-024B-4-2395-(2 yr)
53-024B-4-2397-(3 yr)

National Long Term Fire Retardant – Bulk Retardant

FireTrol Holdings, LLC - 54-024B-4-2399-(1yr), 54-024B-4-2401-(2 yr),
54-024B-4-2403-(3 yr)

Astaris, LLC - 54-024B-4-2398-(1 yr), 54-024B-4-2400-(2 yr),
54-024B-4-2402-(3 yr)

National Long Term Fire Retardant – Bulk FOB Origin

Fire-Trol Holdings, LLC – 54-024B-4-2427
Astaris, LLC – 54-024B-4-2428

To: Peggy Toya

This is your designation to administer the above contracts.

You are authorized to:

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

FRANK GOMEZ
Contracting Officer

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

File Code: 6320

Date: March 2, 2004

Subject: Designation of Administrative Contracting Officer for Region 4

National Long Term Fire Retardant - Full Service

FireTrol Holdings, LLC – 53-024B-4-2392-(1 yr), 53-024B-4-2394-(2 yr),
53-024B-4-2396 –(3 yr)

Hunot Retardant Company – 53-024B-4-2393–(1 yr), 53-024B-4-2395–(2 yr),
53-024B-4-2397-(3 yr)

National Long Term Fire Retardant – Bulk Retardant

FireTrol Holdings, LLC - 54-024B-4-2399-(1 yr), 54-024B-4-2401-(2 yr),
54-024B-4-2403-(3 yr)

Astaris, LLC - 54-024B-4-2398-(1 yr), 54-024B-4-2400-(2 yr),
54-024B-4-2402-(3 yr)

National Long Term Fire Retardant – Bulk FOB Origin

Fire-Trol Holdings, LLC – 54-024B-4-2427
Astaris, LLC – 54-024B-4-2428

To: Terry Kiele

This is your designation to administer the above contracts.

You are authorized to:

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

FRANK GOMEZ
Contracting Officer

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

File Code: 6320

Date: March 2, 2004

Subject: Designation of Administrative Contracting Officer for Region 5

National Long Term Fire Retardant - Full Service

FireTrol Holdings, LLC – 53-024B-4-2392- (1 yr), 53-024B-4-2394-(2 yr),
53-024B-4-2396-(3 yr)

Hunot Retardant Company – 53-024B-4-2393-(1 yr), 53-024B-4-2395-(2 yr),
53-024B-4-2397-(3 yr)

National Long Term Fire Retardant – Bulk Retardant

FireTrol Holdings, LLC - 54-024B-4-2399-(1 yr), 54-024B-4-2401-(2yr),
54-024B-4-2403-(3 yr)

Astaris, LLC - 54-024B-4-2398-(1 yr), 54-024B-4-2400-(2 yr),
54-024B-4-2402-(3 yr)

National Long Term Fire Retardant – Bulk FOB Origin

Fire-Trol Holdings, LLC – 54-024B-4-2427
Astaris, LLC – 54-024B-4-2428

To: Bob Williams

This is your designation to administer the above contracts.

You are authorized to:

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

FRANK GOMEZ
Contracting Officer

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

File Code: 6320

Date: March 2, 2004

Subject: Designation of Administrative Contracting Officer for Region 6

National Long Term Fire Retardant - Full Service

FireTrol Holdings, LLC – 53-024B-4-2392-(1 yr), 53-024B-4-2394-(2 yr),
53-024B-4-2396-(3 yr)

Hunot Retardant Company – 53-024B-4-2393-(1 yr), 53-024B-4-2395-(2 yr),
53-024B-4-2397-(3 yr)

National Long Term Fire Retardant – Bulk Retardant

FireTrol Holdings, LLC - 54-024B-4-2399-(1 yr), 54-024B-4-2401-(2 yr),
54-024B-4-2403-(3 yr)

Astaris, LLC - 54-024B-4-2398-(1 yr), 54-024B-4-2400-(2 yr),
54-024B-4-2402-(3 yr)

National Long Term Fire Retardant – Bulk FOB Origin

Fire-Trol Holdings, LLC – 54-024B-4-2427
Astaris, LLC – 54-024B-4-2428

To: Orrin Corack

This is your designation to administer the above contracts.

You are authorized to:

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

FRANK GOMEZ
Contracting Officer

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

File Code: 6320

Date: March 2, 2004

Subject: Designation of Administrative Contracting Officer for Region 8

National Long Term Fire Retardant - Full Service

FireTrol Holdings, LLC – 53-024B-4-2392-(1 yr), 53-024B-4-2394,
53-024B-4-2396-(3 yr)

Hunot Retardant Company – 53-024B-4-2393-(1 yr), 53-024B-4-2395-(2 yr),
53-024B-4-2397-(3 yr)

National Long Term Fire Retardant – Bulk Retardant

FireTrol Holdings, LLC - 54-024B-4-2399-(1 yr), 54-024B-4-2401-(2 yr),
54-024B-4-2403-(3 yr)

Astaris, LLC - 54-024B-4-2398-(1 yr), 54-024B-4-2400-(2 yr),
54-024B-4-2402-(3 yr)

National Long Term Fire Retardant – Bulk FOB Origin

Fire-Trol Holdings, LLC – 54-024B-4-2427
Astaris, LLC – 54-024B-4-2428

To: Angelina Waring

This is your designation to administer the above contracts.

You are authorized to:

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

FRANK GOMEZ
Contracting Officer

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

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 54-024B-4-2398 - 1 yr 54-024B-4-2400 – 2 yr 54-024B-4-2402 – 3 yr BULK FOB ORIGIN 54-024B-4-2428	FILE CODE 6320
	UNIT: NIFC	
TO: TORY MAJORS 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 and BULK FOB ORIGIN	
	CONTRACTOR: Astaris, LLC 622 Emerson Road, Suite 500 St. Louis, MO 63141 Phone: 314-983-7551 FAX: 314-274-8739	

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) FRANK GOMEZ	SIGNATURE	DATE
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<p style="text-align: center;">DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)</p>	<p>CONTRACT NO. FULL SERVICE 53-024B-4-2392 – 1 yr 53-024B-4-2394 – 2 yr 53-024B-4-2396 – 3 yr BULK 54-024B-4-2399 – 1 yr 54-024B-4-2401 – 2 yr 54-024B-4-2403 - 3 yr BULK FOB ORIGIN 54-024B-4-2427</p>	<p>FILE CODE</p> <p style="text-align: center;">6320</p>
<p>TO: TORY MAJORS USDA, FOREST SERVICE NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, ID 83705 Phone: 208-387-5348 Fax: 208-387-5398</p>	<p>UNIT: NIFC</p> <hr/> <p>PROJECT: National Long-Term Fire Retardant – Bulk, Full Service and Bulk FOB Origin</p> <hr/> <p>CONTRACTOR: FIRE-TROL HOLDINGS, LLC 2620 N 37TH DRIVE PHOENIX, AZ 85009 PHONE: 602-262-5401 FAX: 602-269-9499</p>	

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) FRANK GOMEZ	SIGNATURE	DATE
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO. FULL SERVICE 53-024B-4-2393 – 1 yr 53-024B-4-2395 – 2 yr 53-024B-4-2397 – 3 yr	FILE CODE 6320
	UNIT: NIFC	
TO: TORY MAJORS 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 – Full Service	
	CONTRACTOR: HUNOT RETARDANT CO. PO BOX 478 GOLETA, CA 93116 PHONE: 805-967-3784 FAX: 805-967-4015	

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) FRANK GOMEZ	SIGNATURE	DATE
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO. BULK 54-024B-4-2398 - 1 yr 54-024B-4-2400 – 2 yr 54-024B-4-2402 – 3 yr BULK FOB ORIGIN 54-024B-4-2428	FILE CODE 6320
	UNIT: NIFC	
TO: MERRILL SALEEN BUREAU OF LAND MANAGEMENT NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, ID 83705 Phone: 208-387-5459 Fax: 208-433-6420	PROJECT: National Long-Term Fire Retardant – Bulk and Bulk FOB Origin	
	CONTRACTOR: Astaris, LLC 622 Emerson Road, Suite 500 St. Louis, MO 63141 Phone: 314-983-7551 FAX: 314-274-8739	

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) FRANK GOMEZ	SIGNATURE	DATE
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

<p style="text-align: center;">DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)</p>	<p>CONTRACT NO. FULL SERVICE 53-024B-4-2392 – 1 yr 53-024B-4-2394 – 2 yr 53-024B-4-2396 – 3 yr BULK 54-024B-4-2399 – 1 yr 54-024B-4-2401 – 2 yr 54-024B-4-2403 – 3 yr BULK FOB ORIGIN 54-024B-4-2427</p>	<p>FILE CODE</p> <p style="text-align: center;">6320</p>
<p>TO: MERRILL SALEEN BUREAU OF LAND MANAGEMENT NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, ID 83705 Phone: 208-387-5459 Fax: 208-433-6420</p>	<p>UNIT: NIFC</p> <hr/> <p>PROJECT: National Long-Term Fire Retardant – Bulk, Full Service and Bulk FOB Origin</p> <hr/> <p>CONTRACTOR: FIRE-TROL HOLDINGS, LLC 2620 N 37TH DRIVE PHOENIX, AZ 85009 PHONE: 602-262-5401 FAX: 602-269-9499</p>	

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.

<p>CONTRACTING OFFICER'S NAME (Print or Type) FRANK GOMEZ</p>	<p>SIGNATURE</p>	<p>DATE</p>
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO. FULL SERVICE 53-024B-4-2393 – 1 yr 53-024B-4-2395 – 2 yr 53-024B-4-2397 – 3 yr	FILE CODE 6320
	UNIT: NIFC	
TO: MERRILL SALEEN BUREAU OF LAND MANAGEMENT NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE BOISE, ID 83705 Phone: 208-387-5459 Fax: 208-433-6420	PROJECT: National Long-Term Fire Retardant – Full Service	
	CONTRACTOR: HUNOT RETARDANT CO. PO BOX 478 GOLETA, CA 93116 PHONE: 805-967-3784 FAX: 805-967-4015	

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) FRANK GOMEZ	SIGNATURE	DATE
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

File Code: 6320

Date: March 2, 2004

Subject: COTR Designation for Bulk Base Operations

To: Les Holsapple

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	CONTRACT NO. BULK RETARDANT 54-024B-4-2398 – 1 yr 54-024B-4-2400 – 2 yr 54-024B-4-2402 – 3 yr BULK FOB ORIGIN 54-024B-4-2428	FILE CODE 6320
	UNIT: NIFC	
TO: Les Holsapple USDA, Forest Service Missoula Technology and Development Center 5784 Hwy 10 W Missoula, MT 59808 Phone: 406-829-6761 Fax: 406-329-4763	PROJECT: NATIONAL LONG TERM FIRE RETARDANT - Bulk Bulk FOB Origin	
	CONTRACTOR: ASTARIS, LLC 622 EMERSON ROAD, SUITE 500 ST. LOUIS, MO 63141 Phone: 314-983-7551 FAX: 314-983-7636	

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

You are authorized to:

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

Frank Gomez
 Contracting Officer

cc: Fire-Trol Holdings, LLC

CONTRACTING OFFICER'S NAME (Print or Type) Frank Gomez, Contracting Officer	SIGNATURE	DATE
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CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

File Code: 6320

Date: March 2, 2004

Subject: COTR Designation for Full Service Base Operations

To: Les Holsapple

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	CONTRACT NO. FULL SERVICE 53-024B-4-2393 – 1 yr 53-024B-4-2395 – 2 yr 53-024B-4-2397 – 3 yr	FILE CODE 6320
	UNIT: NIFC	
TO: Les Holsapple USDA, Forest Service Missoula Technology and Development Center 5784 Hwy 10 W Missoula, MT 59808	PROJECT: NATIONAL LONG TERM FIRE RETARDANT - Full Service	
Phone: 406-829-6761 Fax: 406-329-4763	CONTRACTOR: HUNOT RETARDANT CO. PO BOX 478 GOLETA, CA 93116 Phone: 805-967-3784 FAX: 805-967-4015	

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

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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.
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Frank Gomez
 Contracting Officer

cc: Fire-Trol Holdings, LLC

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
Frank Gomez, Contracting Officer		

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

File Code: 6320

Date: March 2, 2004

Subject: COTR Designation for Bulk Base Operations

To: Cecilia Johnson

DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	CONTRACT NO. BULK 54-024B-4-2398 – 1 yr 54-024B-4-2400 – 2 yr 54-024B-4-2402 – 3 yr BULK FOB ORIGIN 54-024B-4-2428	FILE CODE 6320
	UNIT: NIFC	
TO: Cecilia Johnson USDA, Forest Service Missoula Technology and Development Center 5784 Hwy 10 W Missoula, MT 59808	PROJECT: NATIONAL LONG TERM FIRE RETARDANT - Bulk FOB Origin	
Phone: 406-329-4819 Fax: 406-329-3719	CONTRACTOR: ASTARIS, LLC 622 EMERSON ROAD, SUITE 500 ST. LOUIS, MO 63141 Phone: 314-983-7551 FAX: 314-983-7636	

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4. Maintain a record of the actions you take in administering the contracts.
5. Initiate and sign correspondence and other contract administration documents over the title "Contracting Officer's Technical Representative".

Frank Gomez
 Contracting Officer

cc: Fire-Trol Holdings, LLC

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
Frank Gomez, Contracting Officer		

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

Subject: COTR Designation for Full Service Base Operations

To: Cecilia Johnson

<p style="text-align: center;">DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)</p>	<p>CONTRACT NO. FULL SERVICE 53-024B-4-2393 – 1 yr 53-024B-4-2395 – 2 yr 53-024B-4-2397 – 3 yr</p>	<p>FILE CODE 6320</p>
<p>TO: Cecilia Johnson USDA, Forest Service Missoula Technology and Development Center 5784 Hwy 10 W Missoula, MT 59808</p>	<p>UNIT: NIFC PROJECT: NATIONAL LONG TERM FIRE RETARDANT - Full Service</p>	
<p>Phone: 406-329-4819 Fax: 406-329-3719</p>	<p>CONTRACTOR: HUNOT RETARDANT CO. PO BOX 478 GOLETA, CA 93116 Phone: 805-967-3784 FAX: 805-967-4015</p>	

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Frank Gomez
 Contracting Officer

cc: Fire-Trol Holdings, LLC

<p>CONTRACTING OFFICER'S NAME (Print or Type) Frank Gomez, Contracting Officer</p>	<p>SIGNATURE</p>	<p>DATE</p>
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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 Department of Agriculture, Department of Interior, California Department of Forestry and Fire Protection (CDF) and may be used by other agencies with formal agreements with any of the above.

(b) For each airtanker base location ordering units are obligated, except as may be otherwise provided herein, to purchase such quantities as may be needed from time to time to fill all requirements.

(c) Except as otherwise provided herein, the Contractor is obligated to deliver hereunder all such quantities as may be ordered from time to time; however, because of the unpredictable nature of fire activity, no guarantee to order retardant is given, but assurance is accorded that such bona fide needs as may arise will be obtained subject to any provisions elsewhere set forth in this contract.

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

(e) Only fully qualified products for Permanent Bases will be accepted as long-term retardant for award purposes in the schedule of items for designated bases.

(f) Awards for designated bases, Part I, Schedule of Items will be made in accordance with Section M.

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

(a) The long-term retardant to be furnished shall be qualified and approved in accordance with U.S. Department of Agriculture, Forest Service, Specification for Long Term Retardant, Forest Fire, Aircraft or Ground Application, 5100-304a and 5100-304b. See Section J for the list of approved fire chemicals and Section I, Qualification Requirements (FAR 52.209-1).

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

(c) When a full operational field evaluation is determined to be necessary prior to approval of a product, the Government may select a base for exclusive use of the

product to conduct the evaluation. Full operational field evaluation will generally be required for essentially new products.

C-3 SUBSTITUTION OF RETARDANT PRODUCTS

(a) Substitution of a retardant product qualified under a different qualification lot number must be approved in writing in advance by the Contracting Officer.

(b) Similar products, which contain minor changes in formulations and may not yet be a fully approved product 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-7 REMOVAL OF CONTRACTOR-FURNISHED EQUIPMENT

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

C-8 TECHNICAL ASSISTANCE FOR CHANGE IN PRODUCT

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, change from liquid concentrate to dry powder or change from dry powder to liquid concentrate, the Contractor shall provide technical assistance to base personnel for establishing operations to include training on handling, storing, recirculation, mixing and loading the retardant product. The Contractor shall be responsible for costs associated with product changes, such as, but not limited to tanks, mixers, forklifts, etc.

SECTION D - PACKAGING AND MARKING

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

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

D-2 MARKING

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

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

D-3 PACKING LIST

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

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

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

D-4 NOTIFICATION OF SHIPMENT OF CONDITIONALLY APPROVED PRODUCTS

The Contractor shall notify the Contracting Officer's Representative (COR), or Inspector at the time an order is placed for the initial shipment to any/all locations of a 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.

PART 1 – THE SCHEDULE
SECTION E – INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-3 INSPECTION, ACCEPTANCE, AND PASSAGE OF TITLE

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

E-4 ACCEPTANCE INSPECTION AND TESTS

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

E-5 QUALITY ASSURANCE TESTS

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

SECTION F - DELIVERIES OR PERFORMANCE

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

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

www.arnet.gov/far/

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

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

F-2 ORDERING

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

- (1) United States Department of Agriculture, Forest Service
- (2) California Department of Forestry and Fire Protection
- (3) United States Department of Interior, Bureau of Land Management
- (4) Other agencies with formal agreements with any of the above.

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

(c) Orders placed in conjunction with equipment rental agreements for portable base operations will be made in accordance with the instructions on the rental agreements.

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

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

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

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

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

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

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

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

F-4 REQUIRED DELIVERY TIME

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

(b) Deliveries in FS Region's 8 & 9 shall be 96 hours after receipt of order.

(c) Alaska Delivery **(as applicable)** (FS, Region 10) - Fairbanks, Alaska, deliveries shall be made within 30 days. Expedited delivery to Fairbanks will be made within 10 days. Ft Yukon, Alaska, deliveries shall be made within 60 days. Galena, Alaska, deliveries shall be made within 30 days.

F-5 DELIVERY LOCATION

(a) The location(s) for delivery will be as designated in Section B, Schedule of Items.

(b) However, the Government may, during the term of this contract, have a need to require the Contractor to deliver retardant to locations other than those listed in the Schedule of Items. If such a requirement is made, **a BPA will be awarded as a**

separate procurement at a later date for field use. The retardant will be ordered and paid for via the Blanket Purchase Agreement (BPA) effective on the date product is ordered.

F-6 CONTRACT PERIOD

1 – One Year Contract with No Option Year:

The contract period shall be effective for one calendar year from date of award. There are no options for renewal.

2 – One Year Contract with One Option Year:

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

3 – One Year Contract with Two Option Years:

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

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 PAYMENT FOR LONG-TERM FIRE RETARDANT – FOB DESTINATION

(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

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

G-2 COST OF TRANSPORTATION – FOB ORIGIN

(a) Transportation and the cost thereof for products shown in the Schedule of Items will be in accordance with Clause FAR 52.247-32, -Freight Prepaid or 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.

(d) Fuel Surcharge -The Government will reimburse the Contractor for the actual amount of any fuel surcharge imposed as a part of the total freight charges for each shipment of retardant. The Contractor warrants that the surcharge imposed is not in excess of any fuel surcharge imposed on other firms for whom the transportation firms

used provides freight hauling services. The fuel surcharge shall be listed as a separate item on transportation freight bills and invoices for the payment of the item furnished.

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

PART 1 - THE SCHEDULE**SECTION H - SPECIAL REQUIREMENTS****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 each company being awarded a contract.

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

- I-1 (FAR 52.252-2) (FEB 1998) **CLAUSES INCORPORATED BY REFERENCE**
- I-2 (FAR 52.203-7) (JUL 1995) **ANTI-KICKBACK PROCEDURES**
- I-3 (FAR 52.203-12) (JUN 2003) **LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS**
- I-4 (FAR 52-204-7) (OCT 2003) **CENTRAL CONTRACTOR REGISTRATION.**
- I-5 (FAR 52.209-1) (FEB 1995) **QUALIFICATION REQUIREMENTS**
- I-6 (FAR 52.211-5) (AUG 2000) **MATERIAL REQUIREMENTS**
- I-7 (FAR 52.216-21) (OCT 1995) **REQUIREMENTS**
- I-8 (FAR 52.217-9) (MAR 2000) **OPTION TO EXTEND THE TERM OF THE CONTRACT**
- I-9 (FAR 52.219-8) (OCT 2000) **UTILIZATION OF SMALL BUSINESS CONCERNS**
- I-10 (FAR 52-219-9) (JAN 2002) **SMALL BUSINESS SUBCONTRACTING PLAN**
- I-11 (FAR 52.222-4) (SEP 2000) **CONTRACT WORK HOURS AND SAFETY STANDARDS
ACT-OVERTIME COMPENSATION**
- I-12 (FAR 52.222-20) (DEC 1996) **WALSH-HEALEY PUBLIC CONTRACTS ACT**
- I-13 (FAR 52.223-3) (JAN 1997) **HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL
SAFETY DATA**
- I-14 (FAR 52.223-5) (AUG 2003) **POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION**
- I-15 (FAR 52.223-6) (MAY 2001) **DRUG-FREE WORKPLACE**
- I-16 (FAR 52.223-14) (AUG 2003) **TOXIC CHEMICAL RELEASE REPORTING**
- I-17 (FAR 52.225-3) (JUN 2003) **BUY AMERICAN ACT –NORTH AMERICAN FREE TRADE
AGREEMENT – ISRAELI TRADE ACT**
- I-18 (FAR 52.229-3) (APR 2003) **FEDERAL, STATE, AND LOCAL TAXES**
- I-19 (FAR 52.232-1) (APR 1984) **PAYMENTS**
- I-20 (FAR 52.232-8) (FEB 2002) **DISCOUNTS FOR PROMPT PAYMENT**

- I-21 (FAR 52.232-11) (APR 1984) EXTRAS
- I-22 (FAR 52.232-23) (JAN 1986) ASSIGNMENT OF CLAIMS
- I-23 (FAR 52.232-25) (FEB 2002) PROMPT PAYMENT
- I-24 (FAR 52.232-33) (OCT 2003) PAYMENT BY ELECTRONIC FUNDS TRANSFER –
CENTRAL CONTRACTOR REGISTRATION
- I-25 SPECIAL ELECTRONIC FUNDS TRANSFER
INSTRUCTIONS
- I-26 (FAR 52.233-1) (JUL 2002) DISPUTES
- I-27 (FAR 52.233-3) (AUG 1996) PROTEST AFTER AWARD
- I-28 (FAR 52.236-3) (APR 1984) SITE INVESTIGATION AND CONDITIONS AFFECTING THE
WORK
- I-29 (FAR 52.236-7) (NOV 1991) PERMITS & RESPONSIBILITIES
- I-30 (FAR 52.242-13) (JUL 1995) BANKRUPTCY
- I-31 (FAR 52.243-1) (AUG 1987) CHANGES - FIXED-PRICE
- I-32 (FAR 52.245-4) (JUN 2003) GOVERNMENT-FURNISHED PROPERTY OSHORT FORM
- I-33 (FAR 52.246-17) (JUN 2003) WARRANTY OF SUPPLIES OF A
NONCOMPLEX NATURE
- I-34 (FAR 52.246-23) (FEB 1997) LIMITATION OF LIABILITY
- I-35 (FAR 52.249-2) (SEP 1996) TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT FIXED-PRICE (MORE THAN
\$100,000 CONTRACTS)
- I-36 (FAR 52.249-8) (APR 1984) DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
- I-37 (FAR 52.252-6) (APR 1984) AUTHORIZED DEVIATIONS IN CLAUSES

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

SECTION J - LIST OF ATTACHMENTS

EXHIBIT J-7 FIRE CHEMICALS (Qualified or Approved and commercially available)

EXHIBIT J-8 LONG-TERM FIRE RETARDANT CHARACTERISTICS AND MIX FACTORS¹



USDA Forest Service Washington Office

Fire & Aviation Management

11/5/03

J-7 Fire Chemicals

For use by USDA Forest Service

(Qualified or Approved and commercially available)

Chemical	Mix Ratio (Pounds concentrate Per gallon water)	Qualified/Approved Applications ¹				
		Fixed-Wing Airtanker	SEATS	Fixed-Tank Helicopter	Helicopter Bucket	Ground Engine

LONG-TERM FIRE RETARDANTS (Meets the requirements of Forest Service Specification 5100-304b)

Dry Concentrate

Gum-thickened; Permanent or Temporary Base

Fire-Trol GTS-R	1.66 lb/gal	•	•		•	
Phos-Chek D75-R	1.20 lb/gal	•	•		•	

Gum-thickened; Temporary Base

Phos-Chek 259-R	1.14 lb/gal	•	•	•	•	•
Phos-Chek G75-W	1.12 lb/gal				•	•

Unthickened - None available

Wet Concentrate

Gum-thickened; Permanent or Temporary Base

Phos-Chek HV-R ²	3.6:1	•	•		•	
Phos-Chek HV-R	3.1:1	•	•		•	
Phos-Chek MV-R ²	3.6:1	•	•		•	
Phos-Chek LV-R ²	3.6:1	•	•		•	•
Phos-Chek LC-95A ²	5.5:1	•	•		•	•
Phos-Chek LC-95D ²	4.25:1	•	•		•	•

Unthickened; Permanent or Temporary Base

Fire-Trol LCA-R	5:1	•	•		•	
Fire-Trol LCG-R	4.75:1	•	•		•	
Fire-Trol FTR ³	4.75:1	○	○		○	

¹ • Fully Qualified ○ Conditional Approval

² Targeted LAQA will be performed during the first fire season of use.

³ A field evaluation must be completed to upgrade product status to qualified. The evaluation will be scheduled when a product is selected for use.

November 2003

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

Retardant	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>Wet Concentrate, Unthickened</i>							
Fire-Trol LCA-R	FW, SEAT, HB	5:1	972	9.12	<50	1.090-1.105	13.0-15.0
Fire-Trol LCA-F	FW, SEAT, HB	5:1	989	9.07	<50	1.090-1.105	13.0-15.0
Fire-Trol LCG-R	FW, SEAT, HB	4.75:1	923	9.13	<50	1.090-1.103	14.0-16.0
Fire-Trol LCG-F	FW, SEAT, HB	4.75:1	933	9.12	<50	1.090-1.103	14.0-16.0
<i>Wet Concentrate, Gum-thickened</i>							
Phos-Chek HV-R	FW, SEAT, HB	3.6:1	860	8.93	1000-1600	1.064-1.076	11.0-13.0
Phos-Chek HV-R	FW, SEAT, HB	3.1:1	775	8.93	1000-1600	1.064-1.076	11.0-13.0
Phos-Chek HV- F	FW, SEAT, HB	3.6:1	860	8.93	1000-1600	1.064-1.076	11.0-13.0
Phos-Chek MV-R	FW, SEAT, HB	3.6:1	860	8.93	450-750	1.064-1.076	11.0-13.0
Phos-Chek MV-F	FW, SEAT, HB	3.7:1	881	8.93	450-750	1.064-1.076	11.0-13.0
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
Phos-Chek LC-95D	FW, SEAT, HB, G	4.25:1	869	9.09	75-225	1.087-1.096	13.75-15.75
<i>Dry Concentrate, Gum-thickened, High Viscosity</i>							
Fire-Trol GTS-R	FW, SEAT, HB	1.66 lb/gal H ₂ O	1325	9.07	1200-1800	1.087-1.107	15.0-18.25
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
Fire-Trol 300-F	FW, SEAT, HB	1.77 lb/gal H ₂ O	1250	9.12	1200-1800	1.086-1.106	15.0-18.25
<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

1 Consult your agency manuals and guidelines for specific product availability.

2 FW - Fixed-wing airtanker, SEAT – Single Engine Airtanker, HF - Fixed-tank helicopter; HB- Helicopter bucket; G - Ground engine.



EERA'S FOR PORTABLE/MOBILE RETARDANT MIXING BASES

	AGREEMENT NUMBERS	Page No.
<u>ASTARIS, LLC</u>		
MOBILE RETARDANT BASE – AIR TANKERS (MRB-AT)	FS 54-024B-4-2430 BLM: RAE040001	65
Equipment List for MRB-AT		67
MOBILE RETARDANT BASE – HELICOPTERS (MRB-H)	FS 54-024B-4-2433 BLM: RAE040002	74
Equipment List for MRB0-H		76
<u>FIRE-TROL HOLDINGS, LLC</u>		
MOBILE RETARDANT BASE – AIR TANKERS (MRB-AT)	FS 54-024B-4-2431 BLM: RAE040003	68
Equipment List for MRB-AT		70
MOBILE RETARDANT BASE – HELICOPTERS (MRB-H)	FS 54-024B-4-2434 BLM: RAE040004	77
Equipment List for MRB-H		79
<u>MESA VERDE AVIATION, INC.</u>		
MOBILE RETARDANT BASE – AIR TANKERS (MRB-AT)	FS 54-024B-4-2432 BLM: RAE040005	71
Equipment List for MRB-AT		73
MOBILE RETARDANT BASE – HELICOPTERS (MRB-H)	FS 54-024B-4-2435 BLM: RAE040006	80
Equipment List for MRB-H		82
GENERAL CLAUSES to EMERGENCY EQUIPMENT RENTAL AGREEMENT OF FORM 294		83
FAR CLAUSES 2004 UPDATATES FOR EMERGENCY EQUIPMENT RENTAL AGREEMENT – OF FORM 294		84

EERA – EMERGENCY EQUIPMENT RENTAL AGREEMENTS

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT			
4. CONTRACTOR a. Name and Address ASTARIS, LLC 810 EAST MAIN STREET ONTARIO, CA 91761		2. AGREEMENT NUMBER FS: 54-024B-4-2430- BLM: RAE040001			
		3. EFFECTIVE DATES a. Beginning 02/10/2004 b. Ending 02/10/2007			
b. EIN/SSN:		5. POINT OF HIRE (location when hired) Location at time of hire			
c. Telephone Number (day) 909-983-0772		d. Telephone Number (night) 909-946-7371		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT					
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE					
9. ITEM DESCRIPTION <i>(include make, model, year, serial number and accessories)</i>		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit	12. SPECIAL a. rate b. unit	13. GUARANTEE (8 or more hours)
a. Mobile Retardant Base - Air Tankers (MRB-AT) SCOPE: Fully operated portable retardant plant for mixing and loading <u>PHOS-CHEK*</u> to be used for delivery of retardant to the Air Tankers. Contractor shall supply three (3) representatives who will operate the system and provide technical services. The Agency may provide support personnel if available. Personnel may engage in one or more of the following activities: activation, mixing, loading, relocation, and de-activation. (See attached list for required equipment) *PHOS-CHEK 259F AND R, G75F, D75F AND R, LV-R AND LC-95A. Contractor will be responsible for providing a copy of this agreement to the retardant base manager upon initial arrival at the incident. Retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including demurrage (standby) authorized by the Agency, will be paid. The purpose for standby will be documented and approved on the daily log and submitted. When ordered and approved in writing, additional contractor personnel may be ordered at a lump sum payment of \$300 per day for travel and work days as compensation for each additional contractor personnel ordered. (This is not applicable to replacement of primary crew) The Agency to provide a water source supply capable of delivering 350 gpm to the unit and any hose (2 ½" fire hose-N.H. coupling thread) required beyond that carried by the unit. Fuel for plant operations will be furnished by the Agency. PAYMENT: A Daily Rate of \$ 3045.00 per day, plus a put-through charge for each gallon of mixed retardant will be paid. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the Daily Rate will be made in accordance with clause 7(a)(4). Put-through charge will be assessed at a rate of \$0.05 per gallon of mixed retardant for the first 50,000 gallons per incident, and then at \$0.03 per gallon for each gallon over 50,000 delivered while on the same incident. A mileage rate of \$1.00 per mile from the point of hire and return will be paid for up to two (2) Contractor-owned vehicles to transport plant personnel. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations such as trips for supplies and/or to the incident camp, or when relocating the plant to another site on the same incident. <u>Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.</u> Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred. Actual transportation costs to transport the Mobile Retardant Base-Air Tanker (MRB-AT) will be paid. Documentation such as a Bill of Lading (BOL) must support the invoice. On-hand unmixed quantities of bulk product to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Company, may be returned to the plant of origin or another fire whichever is closer. A 10% restocking charge will be applied to all returned product when delivered back to plant of origin. Unused product shipped to another fire will be clearly documented by the fire name/fire code number. When an authorized order(s) to maintain on-hand product supply is generated, or when product is being returned for restocking, a load number must be assigned to each transportation action by the Contractor. Actual costs for product transportation to the incident or return for restocking will be paid by the government, when the invoice is accompanied by the BOL, complete with the specific fire and load number, documenting transportation costs. It is important to document where the returned product was delivered. A Relocation Fee of \$500.00 will be paid when the Contractor is ordered by the Government to relocate the portable base after the initial set-up and operation while on the same incident.					

Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used **rental car expenses** will only be paid to get the relief crew in and primary crew out. Contractor shall submit actual receipts with the Contractor's Invoice for that incident. No fee (per day rate) will be paid for an overlap of personnel to bring replacement PERSONNEL UP TO SPEED ON THE OPERATION. The Contractor shall pay all travel and transportation and related costs when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor. All contractors employees shall be identified by full name on the invoices including primary and relief crews.

The Daily availability rate shall include all expenses, i.e. reimbursement of overnight expenses (RON's), and per diem costs except as provided in Clause 9 Meals and Bedding of the General Clauses Overnight allowance will be allowed while in travel status from and return to point of hire for authorized relief crew personnel. Lodging receipts required and reimbursement for lodging and meals for relief personnel will be paid at the rates specified in the Federal Travel regulations. This shall not include additional personnel paid the \$300 a day (lump sum) or personnel rotated at the convenience of the Contractor.

The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 10,000 gallons per day.

Forest Service payments under this agreement will be made by the USDA Boise National Forest Attn: Fiscal & Accounting 1249 Vinnell Way, Suite 200 Boise, ID 83709. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

BLM payments under this agreement will be made by the BLM National Business Center. Ordering Units submit payment package to: BLM National Business Center, P.O. Box 25047, Bldg. 50, Denver Federal Center, Denver, CO 80225-0047, Mail Stop BC-622. Emergency equipment rental agreement payment procedures must comply with Instruction Memorandum No. BC-2003-035.

14. SPECIAL PROVISIONS: The following general clauses which are incorporated by reference have been updated.

SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE		20. PRINT NAME AND TITLE Frank Gomez, Contracting Officer (208) 387-5347	

*Exhibit A*EQUIPMENT LIST FOR MRB-AT
AIR TANKER BASE

VENDOR: ASTARIS, LLC

CONTRACT NO: 54-024B-4-2430

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall Identify the type of Product the equipment provided is capable of mixing and loading.
Type of product(s): PHOS-CHEK 259F AND R, G75F, D75F AND R, LV-R AND LC-95A.

1. **1 each - retardant blender/eductor capable of mixing 350 gallons per minute minimum.**
2. **1 each – loading pump capable of loading 500 gallons per minute minimum (eg VH4D 14A2-4”)**
3. **3 each pumps for water and retardant mixing capable of supporting 350 gallons per minute minimum.**
4. **18,000 gallons total storage**
5. ***285 feet of 4” minimum quick-connect manifold**
6. *Connecting hoses fittings, loading hoses and valves
7. *Retardant testing kit
8. *Base tool kit and spare parts
9. *Environmental containment systems for:
 - a. Storage tank trailer
 - b. MRB-AT Trailer
 - c. Pumping Equipment
 - d. Plant fuel Storage Site.

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer \$ 500 per calendar day

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT			
4. CONTRACTOR a. Name and Address Fire-Trol Holdings, LLC PO Box 277 Orland, CA 95963		2. AGREEMENT NUMBER FS: -54-024B-4-2431 BLM: RAE040003			
		3. EFFECTIVE DATES a. Beginning 02/10/2004 b. Ending 02/10/2007			
b. EIN/SSN:		5. POINT OF HIRE (location when hired) Location at time of hire			
c. Telephone Number (day) 530-865-4932		d. Telephone Number (night) 530-865-4932		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT					
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE					
9. ITEM DESCRIPTION <i>(include make, model, year, serial number and accessories)</i>		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit	12. SPECIAL a. rate b. unit	13. GUARANTEE (8 or more hours)
a. Mobile Retardant Base - Air Tankers (MRB-AT) SCOPE: Fully operated portable retardant plant for mixing and loading FIRE-TROL LIQUID CONCENTRATE LC to be used for delivery of retardant to the Air Tankers. Contractor shall supply three (3) representatives who will operate the system and provide technical services. The Agency may provide support personnel if available. Personnel may engage in one or more of the following activities: activation, mixing, loading, relocation, and de-activation. (See attached list for required equipment) Contractor will be responsible for providing a copy of this agreement to the retardant base manager upon initial arrival at the incident. Retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including demurrage (standby) authorized by the Agency, will be paid. The purpose for standby will be documented and approved on the daily log and submitted. When ordered and approved in writing, additional contractor personnel may be ordered at a lump sum payment of \$300 per day for travel and work days as compensation for each additional contractor personnel ordered. (This is not applicable to replacement of primary crew) The Agency to provide a water source supply capable of delivering 350 gpm to the unit and any hose (2 ½" fire hose-N.H. coupling thread) required beyond that carried by the unit. Fuel for plant operations will be furnished by the Agency. PAYMENT: A Daily Rate of \$ 3,200.00 per day , plus a put-through charge for each gallon of mixed retardant will be paid. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the Daily Rate will be made in accordance with clause 7(a)(4). Put-through charge will be assessed at a rate of \$0.05 per gallon of mixed retardant for the first 50,000 gallons per incident, and then at \$0.03 per gallon for each gallon over 50,000 delivered while on the same incident. A mileage rate of \$1.00 per mile from the point of hire and return will be paid for up to two (2) Contractor-owned vehicles to transport plant personnel. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations such as trips for supplies and/or to the incident camp, or when relocating the plant to another site on the same incident. <i>Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.</i> Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred. Actual transportation costs to transport the Mobile Retardant Base-Air Tanker (MRB-AT) will be paid. Documentation such as a Bill of Lading (BOL) must support the invoice. On-hand unmixed quantities of bulk product to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Company, may be returned to the plant of origin or another fire whichever is closer. A 10% restocking charge will be applied to all returned product when delivered back to plant of origin. Unused product shipped to another fire will be clearly documented by the fire name/fire code number. When an authorized order(s) to maintain on-hand product supply is generated, or when product is being returned for restocking, a load number must be assigned to each transportation action by the Contractor. Actual costs for product transportation to the incident or return for restocking will be paid by the government, when the invoice is accompanied by the BOL, complete with the specific fire and load number, documenting transportation costs. It is important to document where the returned product was delivered. A Relocation Fee of \$500.00 will be paid when the Contractor is ordered by the Government to relocate the portable base after the initial set-up and operation while on the same incident. Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor					

plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used **rental car expenses** will only be paid to get the relief crew in and primary crew out. Contractor shall submit actual receipts with the Contractor's Invoice for that incident. No fee (per day rate) will be paid for an overlap of personnel to bring replacement PERSONNEL UP TO SPEED ON THE OPERATION. The Contractor shall pay all travel and transportation and related costs when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor. All contractors employees shall be identified by full name on the invoices including primary and relief crews.

The Daily availability rate shall include all expenses, i.e. reimbursement of overnight expenses (RON's), and per diem costs except as provided in Clause 9 Meals and Bedding of the General Clauses Overnight allowance will be allowed while in travel status from and return to point of hire for authorized relief crew personnel. Lodging receipts required and reimbursement for lodging and meals for relief personnel will be paid at the rates specified in the Federal Travel regulations. This shall not include additional personnel paid the \$300 a day (lump sum) or personnel rotated at the convenience of the Contractor.

The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 10,000 gallons per day.

Forest Service payments under this agreement will be made by the USDA Boise National Forest Attn: Fiscal & Accounting 1249 Vinnell Way, Suite 200 Boise, ID 83709. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

BLM payments under this agreement will be made by the BLM National Business Center. Ordering Units submit payment package to: BLM National Business Center, P.O. Box 25047, Bldg. 50, Denver Federal Center, Denver, CO 80225-0047, Mail Stop BC-622. Emergency equipment rental agreement payment procedures must comply with Instruction Memorandum No. BC-2003-035.

14. SPECIAL PROVISIONS: The following general clauses which are incorporated by reference have been updated.

SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE		20. PRINT NAME AND TITLE Frank Gomez, Contracting Officer (208) 387-5347	

*Exhibit A***EQUIPMENT LIST FOR MRB-AT
AIR TANKER BASE**

VENDOR: FIRE-TROL HOLDINGS, LLC
 CONTRACT NO: 54-024B-4-2431

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall Identify the type of Product the equipment provided is capable of mixing and loading.
 Type of product(s): **FIRE-TROL LCA-R; FIRE-TROL LCG-R**

- 1 1 each-Model 400-Orifice blender or equivalent.
2. **1 each-Model VH4D-14A2 4" loading pump**
3. **3 each 13D-19 3" water pump**
4. ***3 each 6,000 gallon self-supporting storage tanks**
5. ***285 feet of 6" quick-connect manifold or 285 feet of 4" high pressure lay flat hose, or at combination**
6. ***Connecting hoses, fittings, loading hoses and valves**
7. ***Retardant testing kit**
- 8 *Base tool kit and spare parts
8. *Environmental containment systems for:
 - a. Storage tank trailer
 - b. MRB-AT Trailer
 - c. Pumping Equipment
 - d. Plant fuel Storage Site.

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer	\$ 500.00 per Calendar Day
4" Pump	\$400.00 per Calendar Day per Pump
3" Pump	\$200.00 per Calendar Day per Pump

Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used **rental car expenses** will only be paid to get the relief crew in and primary crew out. Contractor shall submit actual receipts with the Contractor's Invoice for that incident. No fee (per day rate) will be paid for an overlap of personnel to bring replacement PERSONNEL UP TO SPEED ON THE OPERATION. The Contractor shall pay all travel and transportation and related costs when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor. All contractors employees shall be identified by full name on the invoices including primary and relief crews.

The Daily availability rate shall include all expenses, i.e. reimbursement of overnight expenses (RON's), and per diem costs except as provided in Clause 9 Meals and Bedding of the General Clauses Overnight allowance will be allowed while in travel status from and return to point of hire for authorized relief crew personnel. Lodging receipts required and reimbursement for lodging and meals for relief personnel will be paid at the rates specified in the Federal Travel regulations. This shall not include additional personnel paid the \$300 a day (lump sum) or personnel rotated at the convenience of the Contractor.

The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 10,000 gallons per day.

Forest Service payments under this agreement will be made by the USDA Boise National Forest Attn: Fiscal & Accounting 1249 Vinnell Way, Suite 200 Boise, ID 83709. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

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14. SPECIAL PROVISIONS: The following general clauses which are incorporated by reference have been updated.

SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE		20. PRINT NAME AND TITLE Frank Gomez, Contracting Officer (208) 387-5347	

Exhibit A

**EQUIPMENT LIST FOR MRB-AT
AIR TANKER BASE**

VENDOR: MESA VERDE AVIATION, INC.
CONTRACT NO: 54-024B-4-2432

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall Identify the type of Product the equipment provided is capable of mixing and loading.
Type of product(s): **FIRE-TROL L-C**

- 1. **1 each-Model 400-Orifice blender or equivalent.**
- 2. **Mix and transfer pumps**
- 3. **2 Contractor owned vehicles**
- 4. **2 each Honda 4” loading pumps**
- 5. **2 each Honda 3” water pumps**
- 6. ***3 each-6000 gallon self-supporting storage tanks**
- 7. ***285 feet of 4” quick-connect manifold**
- 8. *Connecting hoses fittings, loading hoses and valves
- 9. *Retardant testing kit
- 10. *Base tool kit and spare parts
- 11. *Environmental containment systems for:
 - b. Storage tank trailer
 - c. MRB-AT Trailer
 - d. Pumping Equipment
 - e. Plant fuel Storage Site.

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer	\$ 500.00 per Calendar Day
Water Truck	
Size Truck (volume of water) – 7,600 gal	\$1,600.00 per Calendar Day
4,000 gal	\$1,200.00 per Calendar Day

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: 54-024B-4-2433 BLM: RAE040002									
4. CONTRACTOR a. Name and Address ASTARIS, LLC 810 EAST MAIN STREET ONTARIO, CA 91761		3. EFFECTIVE DATES <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black;">a. Beginning 02/10/2004</td> <td style="width: 50%;">b. Ending 02/10/2007</td> </tr> </table>		a. Beginning 02/10/2004	b. Ending 02/10/2007						
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b. EIN/SSN: c. Telephone Number (day) 909-983-0772 d. Telephone Number (night) 909-946-7371		5. POINT OF HIRE (location when hired) Location at time of hire 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY (EXCEPT AS SPECIFIED HEREIN) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"><input checked="" type="checkbox"/> CONTRACTOR</td> <td style="width: 50%; text-align: center;"><input type="checkbox"/> GOVERNMENT</td> </tr> </table>		<input checked="" type="checkbox"/> CONTRACTOR	<input type="checkbox"/> GOVERNMENT						
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<p>a. Mobile Retardant Base - Helicopters (MRB-H) SCOPE: Fully operated portable retardant plant for mixing and loading <u>PHOS-CHEK</u> to be used for delivery of retardant to the Helicopters. Contractor shall supply three (3) representatives who will operate the system and provide technical services. The Agency may provide support personnel if available. Personnel may engage in one or more of the following activities: activation, mixing, loading, relocation, and de-activation. (See attached list for required equipment) *PHOS-CHEK 259F AND R, G75F, D75F AND R, LV-R AND LC-95A, 259F OR R IS REQUIRED WHEN USING HELICOPTERS EQUIPPED WITH FIXED TANKS.</p> <p>Contractor will be responsible for providing a copy of this agreement to the retardant base manager upon initial arrival at the incident.</p> <p>Retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including demurrage (standby) authorized by the Agency, will be paid. The purpose for standby will be documented and approved on the daily log and submitted.</p> <p>When ordered and approved in writing, additional contractor personnel may be ordered at a lump sum payment of \$300 per day for travel and work days as compensation for each additional contractor personnel ordered. (This is not applicable to replacement of primary crew)</p> <p>The Agency to provide a water source supply capable of delivering 350 gpm to the unit and any hose (2 1/2" fire hose-N.H. coupling thread) required beyond that carried by the unit. Fuel for plant operations will be furnished by the Agency.</p> <p>PAYMENT: A Daily Rate of \$ 3,345.00 per day, plus a put-through charge for each gallon of mixed retardant will be paid. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the Daily Rate will be made in accordance with clause 7(a)(4). Put-through charge will be assessed at a rate of \$0.05 per gallon of mixed retardant for the first 50,000 gallons per incident, and then at \$0.03 per gallon for each gallon over 50,000 delivered while on the same incident.</p> <p>A mileage rate of \$1.00 per mile from the point of hire and return will be paid for up to two (2) Contractor-owned vehicles to transport plant personnel. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations such as trips for supplies and/or to the incident camp, or when relocating the plant to another site on the same incident. <i>Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.</i> Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred.</p> <p>Actual transportation costs to transport the Mobile Retardant Base-Helicopter (MRB-H) will be paid. Documentation such as a Bill of Lading (BOL) must support the invoice.</p> <p>On-hand unmixed quantities of bulk product to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Company, may be returned to the plant of origin or another fire whichever is closer. A 10% restocking charge will be applied to all returned product when delivered back to plant of origin. Unused product shipped to another fire will be clearly documented by the fire name/fire code number.</p> <p>When an authorized order(s) to maintain on-hand product supply is generated, or when product is being returned for restocking, a load number must be assigned to each transportation action by the Contractor. Actual costs for product transportation to the incident or return for restocking will be paid by the government, when the invoice is accompanied by the BOL, complete with the specific fire and load number, documenting transportation costs. It is important to document where the returned product was delivered.</p> <p>A Relocation Fee of \$500.00 will be paid when the Contractor is ordered by the Government to relocate the portable base after the initial set-up and operation while on the same incident.</p> <p>Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used rental car expenses will only be paid to get the relief crew in and</p>											

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NSN 7540-01-121-8825
(REV. 8-90)
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 294
USDA/USDI

ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

Exhibit A

**EQUIPMENT LIST FOR MRB-H
HELICOPTER BASE**

VENDOR: ASTARIS, LLC
CONTRACT NO: 54-024B-4-2433

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall identify the type of Product the equipment provided is capable of mixing and loading.

Type of product(s): **PHOS-CHEK 259F AND R, G75F, D75F AND R, LV-R AND LC-95A**

1. 1 each-**retardant blender/eductor capable of mixing 350 gallons per minute minimum.**
2. 1 each-**loading pump capable of loading 500 gallons per minute minimum (eg VH4D 14A2-4")**
3. 3 each-**pumps for water and retardant mixing capable of supporting 350 gallons per minute minimum**
4. **18,000 gallons total storage**
5. **2 each special 5,000 gallon rigid dip tank, designed to be completely emptied**
6. **Fork Lift (if required)**
7. ***285 feet of 4" minimum quick-connect manifold**
8. ***Connecting hoses fittings, loading hoses and valves**
9. ***Retardant testing kit**
10. ***Base tool kit and spare parts**
11. ***Environmental containment systems for:**
 - f. Storage tank trailer
 - g. Dip Tank
 - h. MRB-H Trailer
 - i. Pumping Equipment
 - j. Plant fuel Storage Site

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer with Operator	\$ 500.00 per Calendar Day
Third Dip Tank:	\$ 500.00 per Calendar Day
Water Truck	\$1,761.00 per Calendar Day
Size truck (volume of Water) – 2,500 = gallons	
Storage Tanker Trailer without Operator	\$200.00 per Calendar Day
Tractor (Semi) with Operator	\$450.00 per Calendar Day

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) USDA Forest Service National Interagency Fire Center 3833 S. Development Avenue Boise, ID 83705		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER FS: 54-024B-4-2434 BLM: RAE040004														
4. CONTRACTOR a. Name and Address FIRE-TROL HOLDINGS, LLC PO BOX 277 ORLAND, CA 95963		3. EFFECTIVE DATES <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. Beginning 02/10/2004</td> <td style="width: 50%; border: none;">b. Ending 02/10/2007</td> </tr> </table>		a. Beginning 02/10/2004	b. Ending 02/10/2007											
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b. EIN/SSN: c. Telephone Number (day) 530-865-4932		d. Telephone Number (night) 530-865-4932														
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<p>a. Mobile Retardant Base - Helicopters (MRB-H) SCOPE: Fully operated portable retardant plant for mixing and loading <u>FIRE-TROL LIQUID CONCENTRATE LC</u> to be used for delivery of retardant to the Helicopters. Contractor shall supply three (3) representatives who will operate the system and provide technical services. The Agency may provide support personnel if available. Personnel may engage in one or more of the following activities: activation, mixing, loading, relocation, and de-activation. (See attached list for required equipment)</p> <p>Contractor will be responsible for providing a copy of this agreement to the retardant base manager upon initial arrival at the incident.</p> <p>Retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including demurrage (standby) authorized by the Agency, will be paid. 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Put-through charge will be assessed at a rate of \$0.05 per gallon of mixed retardant for the first 50,000 gallons per incident, and then at \$0.03 per gallon for each gallon over 50,000 delivered while on the same incident.</p> <p>A mileage rate of \$1.00 per mile from the point of hire and return will be paid for up to two (2) Contractor-owned vehicles to transport plant personnel. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations such as trips for supplies and/or to the incident camp, or when relocating the plant to another site on the same incident. <u>Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.</u> Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred.</p> <p>Actual transportation costs to transport the Mobile Retardant Base-Helicopter (MRB-H) will be paid. 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EMERGENCY EQUIPMENT RENTAL AGREEMENT

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4. CONTRACTOR a. Name and Address MESA VERDE AVIATION, INC. 23555 COUNTRY RD. X LEWIS, CO 81326		3. EFFECTIVE DATES <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">a. Beginning 02/10/2004</td> <td style="width: 50%; border: none;">b. Ending 02/10/2007</td> </tr> </table>		a. Beginning 02/10/2004	b. Ending 02/10/2007				
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a. rate	b. unit								
a. rate	b. unit								
13. GUARANTEE (8 or more hours) <p>a. Mobile Retardant Base - Helicopters (MRB-H) SCOPE: Fully operated portable retardant plant for mixing and loading FIRETROL L-C to be used for delivery of retardant to the Helicopters. Contractor shall supply three (3) representatives who will operate the system and provide technical services. The Agency may provide support personnel if available. Personnel may engage in one or more of the following activities: activation, mixing, loading, relocation, and de-activation. (See attached list for required equipment)</p> <p>Contractor will be responsible for providing a copy of this agreement to the retardant base manager upon initial arrival at the incident.</p> <p>Retardant will be provided under the terms of the National Bulk Retardant Contract. FOB origin price for the retardant, plus actual cost of transportation, including demurrage (standby) authorized by the Agency, will be paid. The purpose for standby will be documented and approved on the daily log and submitted.</p> <p>When ordered and approved in writing, additional contractor personnel may be ordered at a lump sum payment of \$300 per day for travel and work days as compensation for each additional contractor personnel ordered. (This is not applicable to replacement of primary crew)</p> <p>The Agency to provide a water source supply capable of delivering 350 gpm to the unit and any hose (2 ½" fire hose-N.H. coupling thread) required beyond that carried by the unit. Fuel for plant operations will be furnished by the Agency.</p> <p>PAYMENT: A Daily Rate of \$ <u>3,100.00</u> per day, plus a put-through charge for each gallon of mixed retardant will be paid. Daily rate will apply from the time of hire in accordance with clause 2. Payment for the Daily Rate will be made in accordance with clause 7(a)(4). Put-through charge will be assessed at a rate of \$0.05 per gallon of mixed retardant for the first 50,000 gallons per incident, and then at \$0.03 per gallon for each gallon over 50,000 delivered while on the same incident.</p> <p>A mileage rate of \$1.00 per mile from the point of hire and return will be paid for up to two (2) Contractor-owned vehicles to transport plant personnel. Mileage for these vehicles will be paid at the specified rate when used to conduct business associated with retardant plant operations such as trips for supplies and/or to the incident camp, or when relocating the plant to another site on the same incident. <u>Rental vehicles are not authorized for reimbursement purposes except as noted below for relief crews only.</u> Mileage will be documented on the daily log to be submitted and approved for each day mileage is incurred.</p> <p>Actual transportation costs to transport the Mobile Retardant Base-Helicopter (MRB-H) will be paid. Documentation such as a Bill of Lading (BOL) must support the invoice.</p> <p>On-hand unmixed quantities of bulk product to meet fire needs will be determined by the Agency. The contractor will be responsible for ordering and scheduling shipments to meet on-hand requirements. All mixed retardant is deemed sold. Unmixed retardant in resalable condition, as determined by Company, may be returned to the plant of origin or another fire whichever is closer. A 10% restocking charge will be applied to all returned product when delivered back to plant of origin. Unused product shipped to another fire will be clearly documented by the fire name/fire code number.</p> <p>When an authorized order(s) to maintain on-hand product supply is generated, or when product is being returned for restocking, a load number must be assigned to each transportation action by the Contractor. Actual costs for product transportation to the incident or return for restocking will be paid by the government, when the invoice is accompanied by the BOL, complete with the specific fire and load number, documenting transportation costs. It is important to document where the returned product was delivered.</p> <p>A Relocation Fee of \$500.00 will be paid when the Contractor is ordered by the Government to relocate the portable base after the initial set-up and operation while on the same incident.</p> <p>Personnel may be released/rotated out with travel and transportation expenses paid in accordance with Federal Travel Regulations, at the option of the contractor plant manager, at any time after having been assigned for 14 consecutive days to the plant operation. If used rental car expenses will only be paid to get the relief crew in and primary crew out. Contractor shall submit actual receipts with the Contractor's Invoice for that incident. No fee (per day rate) will be paid for an overlap of personnel to bring replacement PERSONNEL UP TO SPEED ON THE OPERATION. The Contractor shall pay all travel and transportation and related costs when rotation before the 14 consecutive days occurs due to a personal emergency or for the benefit of the Contractor. All contractors employees shall be identified by full name on the invoices including primary and relief crews.</p>									

The Daily availability rate shall include all expenses, i.e. reimbursement of overnight expenses (RON's), and per diem costs except as provided in Clause 9 Meals and Bedding of the General Clauses Overnight allowance will be allowed while in travel status from and return to point of hire for authorized relief crew personnel. Lodging receipts required and reimbursement for lodging and meals for relief personnel will be paid at the rates specified in the Federal Travel regulations. This shall not include additional personnel paid the \$300 a day (lump sum) or personnel rotated at the convenience of the Contractor.

The Contractor is not obligated to remain at the incident beyond three (3) days once delivered volume falls below 10,000 gallons per day.

Forest Service payments under this agreement will be made by the USDA Boise National Forest Attn: Fiscal & Accounting 1249 Vinnell Way, Suite 200 Boise, ID 83709. This Emergency Equipment Rental Agreement (EERA), along with the resource order number, will be used for processing orders and payments for the retardant. A separate purchase/delivery order or Government credit cards **should not** be issued by the Agency.

BLM payments under this agreement will be made by the BLM National Business Center. Ordering Units submit payment package to: BLM National Business Center, P.O. Box 25047, Bldg. 50, Denver Federal Center, Denver, CO 80225-0047, Mail Stop BC-622. Emergency equipment rental agreement payment procedures must comply with Instruction Memorandum No. BC-2003-035.

14. SPECIAL PROVISIONS: The following general clauses which are incorporated by reference have been updated.

SEE ENCLOSED SUPPLEMENT, FEDERAL ACQUISITION CLAUSES.

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE .		20. PRINT NAME AND TITLE Frank Gomez, Contracting Officer (208) 387-5347	

*Exhibit A***EQUIPMENT LIST FOR MRB-H
HELICOPTER BASE**

VENDOR: MESA VERDE AVIATION, INC.
CONTRACT NO: 54-024B-4-2436

NOTE: Contractor to identify Equipment to be furnished &

Contractor shall identify the type of Product the equipment provided is capable of mixing and loading.

Type of product(s): **FIRETROL L-C**

1. 1 each-Model 400-Orifice blender or equivalent.
2. 1 each-**Honda 4" loading pump**
3. 3 each-**Honda 3" water pump**
4. 3 each-6000 gallon self-supporting storage tanks
5. 2 each-special **6000** gallon rigid dip tank, designed to be completely emptied
6. *285 feet of 4" quick-connect manifold
7. *Connecting hoses fittings, loading hoses and valves
8. *Retardant testing kit
9. *Base tool kit and spare parts
10. *Environmental containment systems for:
 - a. Storage tank trailer
 - b. Dip Tank
 - c. MRB-H Trailer
 - d. Pumping Equipment
 - e. Plant fuel Storage Site

*required

Additional Equipment (when ordered by the Government)

Storage Tanker Trailer	\$ 500.00 per Calendar Day
Third Dip Tank:	\$ 400.00 per Calendar Day
Water Truck	
Size Truck (volume of water) 7,600 gal.	\$1,600.00 per Calendar Day
4,000 gal	\$1,200.00 per Calendar Day
Remote Pumping Station	\$ 400.00 per Calendar Day

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

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

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

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

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

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

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

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

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

CLAUSE 7. Payments

a. Rates of Payments - Rates for equipment hired with operator(s) include all operator(s) expenses. Payment for equipment and operator(s) furnished will be at rates specified and, except as provided in Clause 8, shall be in accordance with the following:

- (1) Work Rates (*column 11*) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
- (2) Special Rates (*column 12*) shall apply when specified.

(3) **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

(4) Daily Rate (*column 11*) - Payment will be made on basis of calendar days. For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily and/or Special rates or (2) the guarantee earned, whichever is the greatest amount.

CLAUSE 8. Exceptions

a. No further payment under Clause 7 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 5, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

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

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

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

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

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

- a. Clothing: (1) Flame resistant pants and shirts; (2) Gloves (*Either Nomex or chrome tanned leather, when not furnished by contractor*); (3) Hard hat; (4) Goggles or safety glasses.

- b. Equipment: (1) Fire shelter; (2) Headlamp; (3) Individual First-Aid Kit; (4) Other items, in addition to these three, may be issued by the Government.

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

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

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

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size

standards: (1) Motorcar and Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

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

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

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

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

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

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

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

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

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

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

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

"Leasing," as used in this subpart, means the acquisition of motor vehicles, other than by purchase from private or commercial sources, and includes the synonyms "hire" and "rent."

"Motor vehicle" means an item of equipment, mounted on wheels and designed for highway and/or land use, that (a) derives power from a self-contained power unit or (b) is designed to be towed by and used in conjunction with self-propelled equipment. (*FAR 8.1101*)

- 52.208-4 VEHICLE LEASE PAYMENTS (*APR 1984*)
- 52.208-5 CONDITION OF LEASE VEHICLES (*APR 1984*)
- 52.208-6 MARKING OF LEASED VEHICLES (*APR 1984*)

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

2004 UPDATE FOR EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), FORM OF-294
Replace the existing FAR clauses on the back of the EERA form with the following:

52.213-4 Terms and conditions—Simplified Acquisitions
(Other than Commercial Items) (Apr 2004)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions to law or Executive order:
 - (i) 52-204-7 – Central Contractor Registration (Oct 2003)
 - (ii) 52.222-3 - Convict labor (June 2003) (E.O. 11755).
 - (iii) 52.233-3 - Protest After Award (Aug 1996) (E.O. 11755).
 - (2) Listed below are additional clauses that apply:
 - (i) 52.225-11 - Buy American Act – Construction Materials under Trade Agreements (Jan 2004)
 - (ii) 52.232-1 - Payments (Apr 1984).
 - (iii) 52.232-8 - Discounts for Prompt Payment (Feb 2002).
 - (iv) 52.232-11 - Extras (Apr. 1984)
 - (v) 52.232-25 - Prompt Payment (Oct 2003).
 - (vi) 52.232-33 – Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) .
 - (vii) 52.233-1 - Disputes (July 2002).
 - (viii) 52.244-6 - Subcontracts for Commercial Items (Apr 2003).
 - (ix) 52.253-1 - Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-20 - Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
 - (ii) 52.222-26 - Equal Opportunity (Apr 2002) (E.O. 1246)(Applies to contracts over \$10,000)
 - (iii) 52.222-35 – Equal Opportunity for Special Disabled Veterans, Veterans of the Viet Nam Era, and other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (iv) 52.222-36 - Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793) Applies to contracts over \$2,500).
 - (v) 52.222-37 - Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era and other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (vi) 52.222-41 - Service Contract Act of 1965, As amended (May 1989) (41 U.S.C. 351, *et seq*) (Applies to service contracts over \$2,500).
 - (vii) 52.223-5 - Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 12856) (Applies to services performed on Federal facilities).
 - (viii) 52.225-3, Buy American Act—Free Trade Agreements – Israeli Trade Act (Jan 2004) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was—
 - (A) Under \$25,000: or
 - (B) Set aside for small business concerns, regardless of dollar value).
 - (2) Listed below are additional clauses that may apply:
 - (i) 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, suspended, or Proposed for Debarment (July 1995) (applies to contracts over \$25,000).
 - (ii) 52.211-17, Delivery of Excess quantities (Sept 1989) (applies to fixed-price supplies).
 - (iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery if f.o.b. origin).
 - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

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

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

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

ADDITIONAL FAR CLAUSES THAT APPLY TO EERA'S:

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

FULL SERVICE RETARDANT CONTRACT

ONE YEAR WITH NO OPTIONS IFB 49-03-10

CONTRACT NO: 53-024B-4-2392

**FIRE TROL HOLDINGS, LLC
2620 N 37TH DRIVE
PHOENIX, ARIZONA 85009
PHONE: 602/262-5401
FAX: 602/269-9499**

Item No: 01
02
03
04
05
06

CONTRACT NO: 53-024B-4-2393

**HUNOT RETARDANT COMPANY
PO BOX 478
GOLETA, CA 93116-0478
PHONE: 805/967-3784
FAX: 805/967-4015**

Item No: 07

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
01		BLM	Approved QPL Products	July 1 through October 1	
			FIRETROL		
			Qualification Lot No. 91-FT-54/91-FT-55		
		Qualified Product Offered		FIRE TROL LCG-R	
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$1.250	\$125,000.00
B. 100,001 TO 200,000 gallons		100,000	Gallon	\$0.500	\$50,000.00
C. 200,001 gallons and over		100,000	Gallon	\$0.550	\$55,000.00
TOTALS FOR BASIS OF AWARD		300,000			\$230,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
02		BLM	Approved QPL Products	May 12 through October 1	
			FIRETROL		
			Qualification Lot No. 91-FT-54		
		Qualified Product Offered		FIRE-TROL LCA-R	
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	1.250	\$125,000.00
B. 100,001 TO 300,000 gallons		200,000	Gallon	0.590	\$118,000.00
C. 300,001 to 500,000 gallons		200,000	Gallon	0.550	\$110,000.00
D. 500,001 gallons and over		200,000	Gallon	0.600	\$120,000.00
TOTALS FOR BASIS OF AWARD		700,000			\$473,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
03		USDA, FS REGION 3	Approved QPL Products	APRIL 29 THROUGH JULY 16	
			FIRETROL		
			Qualification Lot No. 91-FT-54		
		Qualified Product Offered		FIRE-TROL LCA-R	
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$1.200	\$120,000.00
B. 100,001 TO 250,000 gallons		150,000	Gallon	\$0.550	\$82,500.00
C. 250,001 gallons and over		150,000	Gallon	\$0.550	\$82,500.00
TOTALS FOR BASIS OF AWARD		400,000			\$285,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
04		USDA, FS REGION 5	Approved QPL Products	June 1 through October 31	
			FIRETROL		
			Qualification Lot No. 60-64		
Qualified Product Offered			FIRE-TROL GTS-R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons		50,000	Gallon	1.350	\$67,500.00
B. 50,001 TO 150,000 gallons		100,000	Gallon	0.600	\$60,000.00
C. 150,001 to 300,00 gallons		150,000	Gallon	0.550	\$82,500.00
D. 300,001 gallons and over		100,000	Gallon	0.600	\$60,000.00
TOTALS FOR BASIS OF AWARD		400,000			\$270,000.00
BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
05		CDF/FS	Approved QPL Products	MAY 23 THROUGH OCTOBER 31	
			FIRETROL		
			Qualification Lot No. 60-64		
Qualified Product Offered			FIRE-TROL GTS-R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$1.250	\$125,000.00
B. 100,001 TO 300,000 gallons		200,000	Gallon	\$0.700	\$140,000.00
C. 300,001 TO 700,000 gallons		400,000	Gallon	\$0.530	\$212,000.00
D. 700,001 gallons and over		200,000		\$0.530	\$106,000.00
TOTALS FOR BASIS OF AWARD		900,000			\$583,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
06		CDF/FS	Approved QPL Products	JUNE 1 THROUGH OCTOBER 31	
			FIRETROL		
			Qualification Lot No. 60-64		
Qualified Product Offered			FIRE-TROL GTS-R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$0.995	\$99,500.00
B. 100,001 TO 300,000 gallons		200,000	Gallon	\$0.550	\$110,000.00
C. 300,001 gallons and over		400,000	Gallon	\$0.610	\$244,000.00
TOTALS FOR BASIS OF AWARD		700,000			\$453,500.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
07		USDA, FS REGION 5	Approved QPL Products	MAY 15 THROUGH NOVEMBER 15	
			HUNOT		
			Qualification Lot No. 3616870-H/4427744-B/1051695-A		
Qualified Product Offered			PHOS CHEK D-75R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	1.150	\$115,000.00
B. 100,001 TO 400,000 gallons		300,000	Gallon	0.525	\$157,500.00
C. 400,001 gallons and over		100,000	Gallon	0.890	\$89,000.00
TOTALS FOR BASIS OF AWARD		500,000			\$361,500.00

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

EXHIBIT J-1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS ONE YEAR WITH NO OPTIONS

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
Northern Geographic Area (R-1)												
BLM	(01)	NONE	NONE	3-10,000 gal. retardant tanks, one 5,000 gallon water-plumbed, and 1 5000 gallon tank unplumbed	1-3,200 gal off load tank. 1 backup gasoline pump. Office space and trailer provided contractor. 1 Micro motion Meter	Recirculation system. Contractor provides own phone services. System must be capable of loading SEATS.	Agency supplied 3 phase, 400 amp, 208 volt panel at mixing/storage pad. Contractor required to supply all electrical pumps, components and expertise for the required mixing, recirculation & loading of retardant from provided panel to the pumps, meters & mixers.	Agency supplied water to mixing site.	Winter or covered storage area for dry powder does not exist.	2	1	100,000
Rocky Mountain Geographic Area (R-2)												

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

SECTION J – LIST OF ATTACHMENTS

**EXHIBIT J-1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH NO OPTIONS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
BLM	(02)	NONE	NONE There is a 10' rise over 30' from mixing pad to manifold at pit 1. Pit 2 is located 325' from pit 1. An 8" manifold is utilized.	1-5,000 gal water tank	2-micro motion meters & printers.	An off load tank is NOT required	Agency supplied 3 phase, 600amp. Contractor supplies all electrical components & expertise for the required mixing & loading from provided panel to pumps & mixers. 3 phase electrical pumps required. 2-3phase pumps can be operated simultaneously from panel.	Agency supplied water from hydrant off 8" line.	Storage area for dry powder is limited.	2	2	150,000
Southwestern Geographic Area (R-3)												
FS	(03)	NONE	NONE	NONE	Approximately 20' hose from micro motion meter to the hook-up for the underground manifold. 1-micro motion meter.	Contractor to furnish 3,000 gallon off load tank. Contractor is responsible for proper disposal of wash down products	Agency supplied 115 volt. (220 not available)	Agency supplied water must be shared by other users. Wash down area with portable high pressure pump available for contract use. 2,000 gallon water holding tank for wash down of spills & aircraft is available. Contractor is responsible for all plumbing from on site water source to mixing station and into tanks.	8' x 10' of a 50' x100' fenced storage area is available for contractor's use.	2	1	150,000

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

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH NO OPTIONS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
Great Basin Geographic Area (R-4)												
Paci]=fic Southwest Geographic Area (R-5)												
FS	(04)	NONE	NONE	5,000 gal off-load storage tank w/ plumbing	100X100' containment area 3-micro-motion meters.	S	3 phase, 400 amps, 480 volt (capacity for 7 pumps)	Utility District owned from 8" metered main on containment area Water to be paid by the Contractor.	Some covered storage available.	3	3	120,000
FS/CDF	(05)	NONE	500 gpm, 30 HP, 3-phase, 230 volt Paco centrifugal "Smart Pump".	NONE	75' x 75' concrete mixing pad w/ 6" containment berm. 10'x12' storage shed. 4'x4' iron welding table on wheels. Assorted ATB tools, large pipe wrenches, drill press, etc. Various hoses, fittings .	Contractor to furnish 5,000 gallon off load tank	Agency supplied 3-phase, 400 amp, 440 volt panel. Contractor to provide electrical service in their name. Existing meter provided by agency.	8" city line to a 6" line with dual backflow prevention valves @ the retardant mixing pad. Contractor is responsible for obtaining discharge or operating permits related to mixing or loading their product. Contractor must provide a McCrometer inline flowmeter MG 104 installed to water source.	Storage is limited to an area of about 16 ft. X 75 ft.	5	4	300,000

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

EXHIBIT J-1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS ONE YEAR WITH NO OPTIONS

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
FS/CDF	(06)	NONE	NONE	NONE	2 micro motion meters. Office space, use of repair shop area.	Contractor to supply 8,000 gal. Off-load tank, retardant storage tanks, retardant manifolds, loa0.3 ding hoses, loading valves, forklift, tool storage container (located on pad), phone, phone bill to be paid in contractor's name	3 phase, 480 volts, 400 amps provided to mixing pad. All electrical lines past main power box on pad to be installed and maintained by contractor. Electric bill to be paid in contractor's name.	3 " Water main, 650 gpm provided to retardant pad. all water lines past 3" main valve on pad will be installed and maintained by contractor, Water use on retardant pad area will be paid in contractor's name.	80 'X 120' concrete pad for mixing, wet and dry storage, equipment, (uncovered).	4	2	290,000
FS	(07)	NONE	NONE	NONE	3 micro motion meters, manifold.		120 volt, paid by contractor.	4" main, 350-400 gpm, contractor pays for water.	None	3 if S2's. 2 if larger aircraft.	2	200,000

**PART III – LIST OF DOCUMENTS EXHIBITS
AND OTHER ATTACHMENTS**

SECTION J – LIST OF ATTACHMENTS

**EXHIBIT J-2: 1993 – 2002 LONG TERM-RETARDANT USE - 10 YEAR AVERAGE – ONE YEAR WITH NO OPTIONS
FULL SERVICE**

ITEM	AGENCY	BASE	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	10 YR AVG
Northern Geographic Area (R-1)													
01	BLM		0	230,350	80,000	351,657	24,715	62,343	182,831	381,774	296,994	211,000	182,166
Rocky Mountain Geographic Area (R-2)													
02	BLM		225,000	1,723,369	344,698	1,442,060	198,246	65,912	186,603	1,976,749	476,300	2,275,300	891,424
Southwestern Geographic Area (R-3)													
03	FS		179,125	341,544	59,610	985,956	70,880	366,445	285,150	948,100	206,567	1,960,932	540,431
Great Basin Geographic Area (R-4)													
Pacific Southwest Geographic Area (R-5)													
04	FS		206,700	816,200	189,850	585,575	34,450	103,350	821,500	235,550	981,840	201,405	417,642
05	FS/CDF		191,578	932,759	258,000	1,933,335	1,568,501	143,596	618,987	146,500	711,900	279,515	678,467
06	FS/CDF		222,120	1,291,927	291,079	1,008,104	559,081	222,908	1,737,845	277,870	663,507	480,000	675,444
07	FS		1,806,241	382,535	174,000	311,979	408,744	570,000	641,053	164,875	113,538	534,447	510,741

**PART III – LIST OF DOCUMENTS EXHIBITS
AND OTHER ATTACHMENTS**

SECTION J – LIST OF ATTACHMENTS

**J.3 2004 RETARDANT BASE CONTACT LIST
FULL SERVICE CONTACT BASES – ONE YEAR WITH NO OPTIONS**

ITEM #	AGENCY	BASE	ID	BASE MANAGER	PHONE	COR	PHONE	NOTES
Northern Geographic Area (R-1)								
01	BLM		BIL	Dan Boechler	406-896-2922	Allen Edmonds	409-896-2912	
Rocky Mountain Geographic Area (R-2)								
02	BLM		DRO	Kyle Carmichael	907-257-4800	Ron Meyer	303-239-3809	Carmichael cell 907-640-8414
Southwestern Geographic Area (R-3)								
03	FS		ABQ	Caleb Berry	505-846-7408	Caleb Berry	505-846-7408	
Great Basin Geographic Area (R-4)								
Pacific Southwest Geographic Area (R-5)								
04	FS		O05	Darlene Hall	530-258-5117	George Almond	530-258-5106	
05	FS/CDF		FAT	Pat Basch	559-291-3473	Jim Boukidis	559-291-3473	
06	FS/CDF		RDD	Jim Heffley	530-226-2796	Jim Heffley	530-226-2796	
07	FS		SBA	Sheryl Woods	805-967-6115 x 207	Jim Chestnut	805-961-5738	

ONE YEAR WITH ONE OPTION YEAR
IFB 49-03-15

CONTRACT NO: 53-024B-4-2394

**FIRE TROL HOLDINGS, LLC
2620 N 37TH DRIVE
PHOENIX, ARIZONA 85009
PHONE: 602/262-5401
FAX: 602/269-9499**

Item No: 01
05
08

CONTRACT NO: 53-024B-4-2395

**HUNOT RETARDANT COMPANY
PO BOX 478
GOLETA, CA 93116-0478
PHONE: 805/967-3784
FAX: 805/967-4015**

Item No: 02
03
04
06
07
09

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
01		USDA -FS Region 1	Approved QPL Products	JULY 31 THROUGH SEPTEMBER 19	
			FIRETROL		
			Qualification Lot No. 91-FT-55/91-FT-54		
Qualified Product Offered			FIRE-TROL LCG-R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons		50,000	Gallon	\$1.120	\$56,000.00
B. 50,001 TO 150,000 gallons		100,000	Gallon	\$0.550	\$55,000.00
C. 150,001 gallons and over		50,000	Gallon	\$0.740	\$37,000.00
TOTALS FOR BASIS OF AWARD		200,000			\$148,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
02		USDA -FS Region 3	Approved QPL Products	MAY 10 THROUGH JULY 28	
			HUNOT		
			Qualification Lot No. 3616870-H/4427744-B/1051695-A		
Qualified Product Offered			PHOS CHEK D-75R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons		50,000	Gallon	\$1.100	\$55,000.00
B. 50,000 to 150,000 gallons		100,000	Gallon	\$0.500	\$50,000.00
C. 150,001 to 300,000 gallons		150,000	Gallon	\$0.500	\$75,000.00
D. 300,001 gallons and over		100,000	Gallon	\$0.845	\$84,500.00
TOTALS FOR BASIS OF AWARD		400,000			\$264,500.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
03		USDA -FS Region 4	Approved QPL Products	JUNE 1 THROUGH SEPTEMBER 30	
			HUNOT		
			Qualification Lot No. 3616870-H/4427744-B/1051695-A		
Qualified Product Offered			PHOS CHEK LV-R		
PRCING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$1.060	\$106,000.00
B. 100,001 TO 300,000 gallons		200,000	Gallon	\$0.495	\$99,000.00
C. 300,001 TO 500,000 gallons		200,000	Gallon	\$0.495	\$99,000.00
D. 500,001 gallons and over		200,000	Gallon	\$0.720	\$144,000.00
TOTALS FOR BASIS OF AWARD		700,000			\$448,000.00

ONE YEAR WITH ONE OPTION YEAR

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
04		BLM	Approved QPL Products	JUNE 23 THROUGH SEPTEMBER 30
			HUNOT	
			Qualification Lot No. 3616870-H/4427744-B/1051695-A	
Qualified Product Offered			PHOS CHEK LC-95A	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	0.870	\$87,000.00
B. 100,001 TO 300,000 gallons	200,000	Gallon	0.495	\$99,000.00
C. 300,001 gallons and over	50,000	Gallon	0.820	\$41,000.00
TOTALS FOR BASIS OF AWARD	350,000			\$227,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
05		BLM	Approved QPL Products	JUNE 23 THROUGH SEPTEMBER 30
			FIRETROL	
			Qualification Lot No. 91-FT-55/91-FT-54	
Qualified Product Offered			FIRE-TROL LCG-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.000	\$100,000.00
B. 100,001 to 300,000 gallons	200,000	Gallon	\$0.500	\$100,000.00
C. 300,001 gallons and over	50,000	Gallon	\$0.700	\$35,000.00
TOTALS FOR BASIS OF AWARD	350,000			\$235,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
06		USDA -FS Region 4	Approved QPL Products	JUNE 23 THROUGH OCTOBER 12
			HUNOT	
			Qualification Lot No. 3616870-H/4427744-B/1051695-A	
Qualified Product Offered			PHOS CHEK LV-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons	50,000	Gallon	\$0.950	\$47,500.00
B. 50,001 TO 150,000 gallons	100,000	Gallon	\$0.500	\$50,000.00
C. 150,001 gallons and over	100,000	Gallon	\$0.820	\$82,000.00
TOTALS FOR BASIS OF AWARD	250,000			\$179,500.00

ONE YEAR WITH ONE OPTION YEAR

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
07		CDF/FS Region 5	Approved QPL Products	MAY 1 THROUGH DECEMBER 15	
			HUNOT		
			Qualification Lot No. 3616870-H/4427744-B/1051695-A		
Qualified Product Offered			PHOS CHEK D-75R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$1.340	\$134,000.00
B. 100,001 TO 400,000 gallons		300,000	Gallon	\$0.520	\$156,000.00
C. 400,001 gallons and over		100,000	Gallon	\$0.870	\$87,000.00
TOTALS FOR BASIS OF AWARD		500,000			\$377,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
08		USDA -FS Region 5	Approved QPL Products	MAY 29 THROUGH NOVEMBER 3	
			FIRETROL		
			Qualification Lot No. 60-64		
Qualified Product Offered			FIRE-TROL GTS-R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$1.190	\$119,000.00
B. 100,000 to 300,000 gallons		200,000	Gallon	\$0.560	\$112,000.00
C. 300,001 to 500,000 gallons		200,000	Gallon	\$0.500	\$100,000.00
D. 500,001 gallons and over		200,000	Gallon	\$0.600	\$120,000.00
TOTALS FOR BASIS OF AWARD		700,000			\$451,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
09		USDA -FS Region 6	Approved QPL Products	MAY 25 THROUGH OCTOBER 20	
			HUNOT		
			Qualification Lot No. 3616870-H/4427744-B/1051695-A		
Qualified Product Offered			PHOS CHEK D-75R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$0.960	\$96,000.00
B. 100,001 TO 300,000 gallons		200,000	Gallon	\$0.525	\$105,000.00
C. 300,001 gallons and over		100,000	Gallon	\$0.700	\$70,000.00
TOTALS FOR BASIS OF AWARD		400,000			\$271,000.00

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

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH ONE OPTION YEAR**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
BLM	(04)	Site for mixing & retardant storage is 50' X 60' concrete pad surrounded by 14' tall 6" thick concrete wall, which prevents forklift access. Space very limited on the pad for any added equipment.	Dry product storage space at mixing pad is very limited.	1 – 10,000 gal water, 2 – 10,000 gal retardant	Two 20 hp 3-phase loading pump. One 15 hp 3-phase back up loading pump. Loading hoses. Manifold. Valves in system. 2-micro-motion meters.	5,000 gal off load tank required. Recirculation system required.	Agency supplied 3-phase, 225 amp 120/240 volt power at mixing pad.	Agency supplied water to mixing site.	No agency supplied overwinter storage space for dry powder.	2	1	150,000
	(05)	Forklift available for contractor use	1-1, 2 or 4-phase 40 hp off-loading and recirculation pump; 1-off loading and recirculation system; 1 - 3-phase, 20 hp 400 GPM loading pump	2 - 5,000 gal water storage tanks (an additional 250,000 gal city-owned bulk water storage tank).	Some 3" Loading hoses, valves and shut offs available Remote loading shut off switches, 1-Micro Motion Meter		Agency supplied power – 400 amp, 480 V, 304 W with junction boxes. For additional info, visit site	330 GMP at 50 psi		2	1	110,000

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

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH ONE OPTION YEAR**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
FS	(06)	None	None	None	2-micro motion meters	4,000 gallon off-load tank and manifold pipes, from mixing area to loading pits required. Contractors' personnel are required to obtain ID's and Flightline driver's licenses.	Agency supplied 200 amp (110 & 220 volt)	Agency supplied 4" water main.	No dry product may be stored at the site over the winter. Minimal dry product storage area available during the fire season. A contained concrete pad approx. 40' X 75' for the mixing, tanks, and storage of equipment.	2	2	100,000
Pacific Southwest Geographic Area (R-5)												
FS	(07)	None	None	None	Containment basin with sand, oil separator. Contractor responsible for cleanup of spills to include proper disposal of spilled retardant & proper treatment.	All pumps shall fill each riser w/own pump. Tanks shall be placed on existing concrete pads.	Contractor shall furnish all meter bases, wiring harness & lines from meter base to mixing plants. Contractor shall provide electrical service and make payment in its company's name.	Agency supplied water. 4-inch line.	Storage area for dry powder is limited. Area adjacent to mixing facility & tanks can accommodate about 50 tons.	4	4	150,000

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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS ONE YEAR WITH ONE OPTION YEAR

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
FS	(08)	NONE	NONE	NONE	4 Micro motion meters; 4 printers in Air Ops office; 10,000 gal. holding tank (underground); 12,000 gal. clarifier (underground); tank farm containment pad and base in; workshop and garage.	10,000 gal Off Load Tank. Below ground manifold loading risers with hoses and valves . All pumps shall be electric except for back up pumps..	Agency furnished 3-phase, 227/480 volt, 600 amp electric panel to mix site. Contractor shall provide all wiring from panel to operation. Agency provided electric meter and phone. Contractor to have service for electricity and phone in their name.	Agency furnished water, 600 gpm @ 45 psi to mix site work shed w/reduced pressure backflow prevented. Agency provided water meter. Contractor to have service in their name.	Dry product storage, uncovered, is available. Limited dry powder storage is available upon request in contractor workshop/garage	6	4	300,000
Pacific Northwest Geographic Area (R-6)												
FS	(09)	Forklift	None	1-5,000 gal water 3-10,000 retardant 1,500 gal off-load Contractor to provide storage tanks after 2004	1 Mass Flow Meter	Contractor to supply associated tank plumbing, hoses, valves, pumps and all mixing equipment.	Under construction 225 amp breaker (10 breakers) plus 3-100 amp pump starters and disconnect. 3-phase.	4" municipal water supply line	No indoor powder storage	2	1	150,000

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

**EXHIBIT J-2: 1993 – 2002 LONG-TERM RETARDANT USE – 10 YEAR AVERAGE– ONE YEAR WITH ONE OPTION YEAR
FULL SERVICE**

ITEM	AGENCY	BASE	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	10 YR AVG
Northern Geographic Area (R-1)													
01	FS		0	328,118	57,113	111,135	54,945	67,367	151,810	983,844	260,363	51,593	206,629
Rocky Mountain Geographic Area (R-2)													
Southwestern Geographic Area (R-3)													
02	FS		405,632	803,538	382,000	268,958	291,118	140,000	398,278	372,808	119,950	2,945,506	612,779
Great Basin Geographic Area (R-4)													
03	FS		23,400	2,802,650	392,000	1,012,100	173,242	362,000	353,628		900,388	905,502	769,434
04	BLM		15,000	626,471	189,194	688,601	50,559	530,908	867,236	1,500,000	1,537,279	391,847	639,710
05	BLM					354,400	74,000	93,555	210,844	154,000	244,000	190,000	188,685
06	FS		11,100	400,460	118,622	439,249	59,423	165,856	270,350	1,797,621	812,788	830,479	490,595
Pacific Southwest Geographic Area (R-5)													
07	FS/CDF		908,790	652,464	1,805,000	96,000	665,651	441,000	921,772	543,578	431,322	1,951,300	841,688
08	FS							308,328	1,240,087	228,695	703,650	1,512,091	798,570
Pacific Northwest Geographic Area (R-6)													
09	FS		113,557	1,586,170	109,047	830,434	54,899	322,651	418,921	207,390	1,003,436	451,989	509,849

ONE YEAR WITH TWO OPTION YEARS
IFB 49-03-16

CONTRACT NO: 53-024B-4-2396

**FIRE TROL HOLDINGS, LLC
2620 N 37TH DRIVE
PHOENIX, ARIZONA 85009
PHONE: 602/262-5401
FAX: 602/269-9499**

Item No: 01
02
04
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CONTRACT NO: 53-024B-4-2397

**HUNOT RETARDANT COMPANY
PO BOX 478
GOLETA, CA 93116-0478
PHONE: 805/967-3784
FAX: 805/967-4015**

Item No: 03
05

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
01		USDA -FS REGION 3	Approved QPL Products	MAY 2 THROUGH JULY 30	
				FIRETROL	
				Qualification Lot No. 91-FT-54	
Qualified Product Offered				FIRE-TROL LCA-R	
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$1.130	\$113,000.00
B. 100,001 to 300,000 gallons		200,000	Gallon	\$0.600	\$120,000.00
C. 300,001 gallons and over		150,000	Gallon	\$0.500	\$75,000.00
TOTALS FOR BASIS OF AWARD		450,000			\$308,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
02		USDA, FS REGION 3	Approved QPL Products	MAY 3 THROUGH JULY 12	
				FIRETROL	
				Qualification Lot No. 91-FT-54	
Qualified Product Offered				FIRE-TROL LCA-R	
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	1.100	\$110,000.00
B. 100,001 to 300,000 gallons		200,000	Gallon	0.550	\$110,000.00
C. 300,001 gallons and over		150,000	Gallon	0.550	\$82,500.00
TOTALS FOR BASIS OF AWARD		450,000			\$302,500.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
03		BLM	Approved QPL Products	JUNE 1 THROUGH SEPTEMBER 30	
				HUNOT	
				Qualification Lot No. 3616870-H/4427744-B/1051695-A	
Qualified Product Offered				PHOS CHEK LC-95A	
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	0.900	\$90,000.00
B. 100,001 to 300,000 gallons		200,000	Gallon	0.495	\$99,000.00
C. 300,001 and over		100,000	Gallon	0.830	\$83,000.00
TOTALS FOR BASIS OF AWARD		400,000			\$272,000.00

ONE YEAR WITH TWO OPTION YEARS

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
04		BLM	Approved QPL Products	JUNE 1 THROUGH SEPTEMBER 30	
			FIRETROL		
			Qualification Lot No. 91-FT-54/91-FT-55/60-64		
Qualified Product Offered			FIRE-TROL LCA-R/		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	\$1.010	\$101,000.00
B. 100,001 to 300,000 gallons		200,000	Gallon	\$0.540	\$108,000.00
C. 300,001 gallons and over		100,000	Gallon	\$0.600	\$60,000.00
TOTALS FOR BASIS OF AWARD		400,000			\$269,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
05		BLM	Approved QPL Products	MAY 15 THROUGH SEPTEMBER 30	
			HUNOT		
			Qualification Lot No. 3616870-H/4427744-B/1051695-A		
Qualified Product Offered			PHOS CHEK LV-R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	0.870	\$87,000.00
B. 100,001 to 300,000 gallons		200,000	Gallon	0.495	\$99,000.00
C. 300,001 gallons and over		100,000	Gallon	0.810	\$81,000.00
TOTALS FOR BASIS OF AWARD		400,000			\$267,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
06		BLM	Approved QPL Products	June 1 through September 30	
			FIRETROL		
			Qualification Lot No. 91-FT-54/91-FT-55/60-64		
Qualified Product Offered			FIRE-TROL LCA-R		
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	1.000	\$100,000.00
B. 100,001 to 300,000 gallons		200,000	Gallon	0.520	\$104,000.00
C. 300,001 and over		100,000	Gallon	0.650	\$65,000.00
TOTALS FOR BASIS OF AWARD		400,000			\$269,000.00

ONE YEAR WITH TWO OPTION YEARS

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
07		CDF/FS Region 5	Approved QPL Products	JUNE 1 THROUGH OCTOBER 31
			FIRETROL	
			Qualification Lot No. 60-64	
Qualified Product Offered			FIRE-TROL GTS-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.100	\$110,000.00
B. 100,001 to 400,000 gallons	300,000	Gallon	\$0.580	\$174,000.00
C. 400,001 gallons and over	150,000	Gallon	\$0.600	\$90,000.00
TOTALS FOR BASIS OF AWARD	550,000			\$374,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
08		USDA, FS REGION 5	Approved QPL Products	JUNE 1 THROUGH NOVEMBER 30
			FIRETROL	
			Qualification Lot No. 60-64	
Qualified Product Offered			FIRE-TROL GTS-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons	100,000	Gallon	\$1.100	\$110,000.00
B. 100,001 to 300,000 gallons	200,000	Gallon	\$0.500	\$100,000.00
C. 300,001 gallons and over	100,000	Gallon	\$0.600	\$60,000.00
TOTALS FOR BASIS OF AWARD	400,000			\$270,000.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD
09		USDA, FS Region 5	Approved QPL Products	JUNE 1 THROUGH SEPTEMBER 30
			FIRETROL	
			Qualification Lot No. 60-64	
Qualified Product Offered			FIRE-TROL GTS-R	
PRICING CATEGORY	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 50,000 gallons	50,000	Gallon	\$1.790	\$89,500.00
B. 50,001 to 150,000 gallons	100,000	Gallon	\$0.990	\$99,000.00
C. 150,001 to 300,000 gallons	150,000	Gallon	\$0.700	\$105,000.00
D. 300,001 gallons and over	100,000	Gallon	\$0.800	\$80,000.00
TOTALS FOR BASIS OF AWARD	400,000			\$373,500.00

BID ITEM	AIRTANKER BASE	AGENCY	PRODUCT REQUIREMENT	REQUIRED DELIVERY PERIOD	
10		USDA -FS Region 6	Approved QPL Products	JUNE 10 THROUGH OCTOBER 24	
				FIRETROL	
				Qualification Lot No. 91-FT-55/91-FT-54	
Qualified Product Offered				FIRE-TROL LCG-R	
PRICING CATEGORY		ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Zero to 100,000 gallons		100,000	Gallon	0.900	\$90,000.00
B. 100,001 to 300,000 gallons		200,000	Gallon	0.550	\$110,000.00
C. 300,001 gallons and over		200,000	Gallon	0.680	\$136,000.00
TOTALS FOR BASIS OF AWARD		500,000			\$336,000.00

SECTION J – LIST OF ATTACHMENTS

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH TWO OPTION YEARS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMUL Taneo US LOADS	DAILY PEAK DEMAND
Northern Geographic Area (R-1)												
Rocky Mountain Geographic Area (R-2)												
Southwestern Geographic Area (R-3)												
FS	(01)	NONE	NONE	NONE	2-micro motion meters, wash down hoses & nozzle. An Off Load Tank is NOT required.	.	Power (gas, electric etc) for mixing and pumping operations shall be supplied by Contractor. Fuel storage for power units must comply w/EPA, state & local codes.	Agency supplied water 4" main..	Office area, storage room & outside storage shed is available for Contractor's use.	2	1	150,000
FS	(02)	NONE	NONE	1-5,850 gal water. 1-9,700 gal retardant.	1 micro motion meter. 1 manifold.	Minimum capacity of 3,000 gal off load tank. 4-50' loading hoses. 1 loading pump, 400 gpm min 500 gpm max. 1 back-up loading pump. 1 off load pump.	3-phase, 480 volt, 4 wire, 600-amp power panel is located in the plant area. The Contractor shall be responsible for all conduit, boxes, panels, switching and wiring not already in this panel. Contractor responsible for the cost of electricity used through this system.	Agency supplied water delivered to a 5850 gal tank at 650 gpm, and must be shared with other users. Contractor responsible for all plumbing from the on site water source to the mixing station and into the storage tank and must comply with city health codes.	Limited indoor over-winter storage available. Office area & small storage shed are available for contractor use.	3	1	170,000

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH TWO OPTION YEARS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
Great Basin Geographic Area (R-4)												
BLM	(03)	NONE.	Two (2) 440 volt 3-Phase Electric Pumps in poor condition. Contractor will provide the pumps/motors in the event of pump/motor failure.	1-10,000 gallon water tank, 6,000 gallon offload Tank For off-load tank, portable pump, hoses, & valves to be furnished by contractor. Required water storage will be contained in steel enclosed tanks located on site on asphalt mixing pad. All tanks (except off-load tanks) shall be painted beige, similar in height, width, and length dimensions, steel enclosed, skid mounted & match width/length of mixing pad	1 Micro motion meter. Steel pipe above ground-Manifold. Loading hoses, valves & misc. spare parts – (contractor provides for next contract periods).	Contractor will provide 2-3 phase electric pumps, All hookups to steel pipe above ground, manifold, loading Hoses, Valves recirculation system mixing, loading, re-circulation, bulk liquid off-load pumps shall be electric. Backup and aircraft offload pumps may be gas, diesel or a backup generator. office/workshop available for contractor's use. Contacting base management for detailed needs is advisable. Water storage capacity of 20,000 gallons min to be furnished by contractor for a total of 30,000 gal of water storage.	3 phase, power supplied to mixing area. Contractor required to supply all electrical components & expertise for the required mixing & loading of retardant from the sub panel provided to the pumps, meters & mixers. Contractor is responsible for all wiring from on-site electrical source to the concrete mixing pad in accordance with applicable city/county electrical codes.	Agency provided water volume flow rate to concrete mixing pad will be < 300 GPM Contractor responsible for all plumbing from the on-site water to the concrete mixing pad in accordance with applicable city/county health codes.	Space for dry powder storage & mixing operations is limited. Contacting base management for storage details is advisable.	2	2	150,000

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH TWO OPTION YEARS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
BLM	(04)	None	None	None	1 Micro Motion Meter; Steel Pipe Underground – Delivery Manifold (State of Nevada)	Contractor will provide: off-load – portable pump, hoses, & valves steel. 1- 10,000 gallon water storage tank, 3,000 gallon offload tank mixing, loading, re-circulation, bulk liquid off-load pumps shall be electric. Backup and aircraft offload pumps may be gas, diesel or a backup generator may be used. Contact base management for more detailed needs.	Agency will provide electrical hookups at mix site for contractor. Contractor is responsible for wiring from on-site electrical source to concrete mixing pad in accordance with city/county electrical codes.	Agency will provide water, the costs will be billed to contractor source hookups at mix site for contractor. Water Volume flow rate to Concrete Mixing Pad is 400 GPM Contractor is responsible for plumbing from on-site water source to concrete mixing pad in accordance with city/county health codes.	Dry Powder Product storage is minimal. Contact base management for details.	2 - Concrete	1	150,000
I												

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH TWO OPTION YEARS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
BLM	(05)	NONE	NONE	1-10,000 gal water. 3-10,000 gal retardant. Storage tanks w/o recirculation system. 1-4,000 gal off load tank.	2-backup gasoline pumps, manifold, extra valves & tool trailer. 2-micro motion meters.	8,000 gallons water storage tank to fit within existing spill containment berm Contact base management for additional requirements.	Agency supplied 120/220 electrical. Sub panel cannot accommodate 3 phase pumps.	Agency supplied water from 6" line to mixing site.	Dry storage space is minimal and requires dirt surface forklift operations.. Contact base management for additional limitations and requirements.	3	2	100,000
BLM	(06)	NONE	NONE	NONE	2 Micro Motion Meter Steel Pipe Underground – Manifold (Stead Airport). For off-load a portable pump, hoses and valves are required to be furnished by the contractor. A small office/workshop is available for contractor's use.	Mixing/loading, recirculation, bulk liquid offload pumps shall be electric, except for backup and aircraft offload pumps which may be gas, diesel or a backup generator may be used. A washdown recovery tank, min 10,000, gallons, a min 10,00 gal water storage tank. An off-load tank, min. 3000 gallons. Contact base management for additional needs.	Agency provides electrical source hookups at the mix site.	Water volume Flow Rate to Concrete mixing pad is 400 GPM	Dry product storage space is minimal. Contact base management for additional limitations and requirements.	2 - Asphalt	2	150,000

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH TWO OPTION YEARS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
Pacific Southwest Geographic Area (R-5)												
FS/CDF	(07)	NONE	NONE	65' x 60' concrete pad available for mixing & storage tanks. 38' x 18' for off load tank.	3-micro motion meters.	Contractor shall supply all tanks including 6,000 gal off load tank, which contractor shall plumb below grade to edge of pit #3, aprox 95' pipe run.	Agency supplied 3-phase, 400 amp, 480 volt power.	Agency supplied water, 4" main.	60' x 50' concrete & compacted rock available for dry retardant storage.	4	3	170,000
FS	(08)	Plumbing from storage tanks & loading manifolds. All underground facilities.	NONE	1- 3,000 gal off load tank. 3-40,000 gal retardant. 1-2,000 gal off-load tank 1- 10,000 gal water storage.	1- 75 hp electric loading pump. Office space, garage and workshop provided.	.	Agency provided electricity. (75 hp 3 phase, 184/92 amp, 230/460 volt. 60 hp 3- phase 100/50 amps) Contractor shall provide all connections from power supply to pumps.	Agency provided water.	Yes, uncovered.	5	5	300,000
FS	(09)	NONE	NONE	NONE	2 micro motion meters	Contractor leases base.	Electrical service and cost are the responsibility of the contractor.	Water to be supplied and paid for by the contractor.		3	2	156,000

**EXHIBIT J.1: FULL SERVICE FACILITIES USE AND REQUIREMENTS AND BASE CONDITIONS
ONE YEAR WITH TWO OPTION YEARS**

AGENCY	BASE & BID ITEM #	AGENCY OWNED HANDLING EQUIPMENT	AGENCY OWNED MIXING EQUIP.	AGENCY OWNED STORAGE TANKS	OTHER AGENCY OWNED SUPPLIES	OTHER BASE NEEDS	BASE ELECTRICAL INFO	BASE WATER SUPPLY INFO	STORAGE AVAILABLE	# of PITS	# PITS SIMULTANEOUS LOADS	DAILY PEAK DEMAND
Pacific Northwest Geographic Area (R-6)												
FS	(10)	None	Orifice blender	4-10,000 gal retardant storage tanks, 2-20,000 gal water storage tanks, 1- 6,500 gal off load tank	2-50 hp Gorman Rupp electric drive cent. Pumps, 2-30 hp Gorman Rupp cent pumps, Hoses, valves, and manifolds, 2-micromotion meters and printers	Office space only is available in existing warehouse. Contractor would be required to furnish fork lift.	400 amp, 3 phase, 277/480 volt main panel and sub panels for existing electrical equipment at retardant plant site. Contractor to pay for and supply all electrical components, labor and expertise for required changes to existing mixing/loading equipment or relocation of equipment	Contractor to supply and pay for all materials needed for plumbing changes required for new mixing equipment and loading delivery systems.	No covered storage area available for contractor tools or spare equipment. No covered storage area available for retardant if powder precuts are used. There is plenty of space around the warehouse to store powder on pallets, but that area is in an undeveloped area of the existing base and would require a fork lift with balloon tires for operation in dirt.	4	2	150,000

**EXHIBIT J-2: 1993 – 2002 LONG-TERM RETARDANT USE – 10 YEAR AVERAGE– ONE YEAR WITH TWO OPTIONS
YEARS
FULL SERVICE**

ITEM	AGENCY	BASE	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	10 YR AVG
Northern Geographic Area (R-1)													
Rocky Mountain Geographic Area (R-2)													
Southwestern Geographic Area (R-3)													
01	FS		443,349	538,288	864,250	954,541	116,791	89,771	264,964	490,000	209,814	798,252	477,002
02	FS		242,944	203,101	237,277	816,272	61,705	60,707	207,586	540,184	111,163	1,195,660	367,660
Great Basin Geographic Area (R-4)													
03	BLM		91,659	539,494	344,891	1,029,833	121,160	250,000	1,797,860	1,783,020	1,322,413	143,508	742,883
04	BLM		68,910	884,167	132,183	514,625	79,650	61,250	572,125	509,000	875,647	613,510	431,106
05	BLM		34,503	385,333	226,135	1,302,454	281,311	395,942	601,347	877,944	403,336	1,253,380	576,169
06	BLM		0	1,351,450	59,200	431,146	177,671	1 42,950	9 72,000	823,800	612,000	87,061	465,727
Pacific Southwest Geographic Area (R-5)													
07	FS/CDF		80,000	1,024,540	243,120	385,053	187,849	161,782	1,330,304	765,905	905,190	253,827	533,757
08	FS		1,098,450		620,000	172,250		397,350	506,090	250,890	394,100	1,250,000	586,141
09	FS		2,053	328,043	175,462	554,783	16,796	0	200,051	1600	455,535		192,703
10	FS										1,447,550	351,948	517,054
			169,206	721,655	250,360	176,273	177,812	754,624	229,591	858,525	33,000		

**J.3 2004 RETARDANT BASE CONTACT LIST
FULL SERVICE CONTACT BASES – ONE YEAR WITH TWO OPTION YEARS**

ITEM #	AGENCY	BASE	ID	BASE MANAGER	PHONE	COR	PHONE	NOTES
Northern Geographic Area (R-1)								
Rocky Mountain Geographic Area (R-2)								
Southwestern Geographic Area (R-3)								
01	FS		PRC	Charles Allen	928-777-5690	Charles Allen	928-777-5690	
02	FS		INW	Jerry Sullivan	520-289-2202	Jerry Sullivan	520-289-2202	
Great Basin Geographic Area (R-4)								
03	BLM		BAM	Shauna McIntosh-Harris	775-635-5160	Greg Gall	775-861-6535	
04	BLM		MEV	Eric Graff	775-782-1415	Greg Gall	775-861-6535	
05	BLM		CDC	Joe Lopour	435-586-5916	John Burke	801-539-4241	
06	BLM		4SD	Michael Kidwell	775-972-9201	Gregg Gall	775-861-6535	
Pacific Southwest Geographic Area (R-5)								
07	FS/CDF		CIC	Steve Iverson	530-895-6505	Yvonne Butcher	916-324-7088	
08	FS		WJF	Clay Myers	661-723-2742	Ken Duvall	661-723-2741	
09	FS		SCK	Ed Booker	209-982-5521	Mike Polovina	209-532-3786	
10	FS		MWH	Robert Meade	509-762-6184	Robert Meade	509-762-6184	

B-2 MISCELLANEOUS SERVICES

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

- | | |
|--|--------------------------|
| (a) Off-load Retardant | \$40.00 per occurrence |
| (b) Reload retardant into aircraft | \$20.00 per occurrence |
| (c) Load aircraft with water | \$20.00 per occurrence |
| (d) Extended Ready Delivery Status | \$20.00 per person / hr |
| (e) Call-up Outside Required Delivery Period
(Pre-Delivery, Post-Delivery, and Optional Delivery Periods) | \$250.00 / day guarantee |
| (f) Mobilization and Demobilization
(Pre-Delivery, Post-Delivery, and Optional Delivery Periods) | Actual cost basis |
| (g) Product will be supplied to support other needs as requested by the base manager at the mixed prices, regardless of whether its mixed or concentrate as requested. | Mixed Prices |

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 SCOPE OF CONTRACT- Full Service Retardant Base

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

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

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

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

(e) Contractor may bid fully qualified Long-Term Fire Retardant product listed on the Qualified Product List at the time of opening as per the Schedule of items

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

(g) As identified in Section J.1 as applicable under other "base needs" the Contractor shall be responsible for the disposal of wash down products and associated costs.

C-2 GOVERNMENT FURNISHED PROPERTY

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

C-3 CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish all fire retardant, equipment, (except Government furnished), and personnel necessary to supply, mix, 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 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 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: Shirley Zylstra
5785 Hwy 10 West
Missoula, MT 59808

Note: If sending via Federal Express the phone number to use is
(406) 329-4859

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 OJT training, which includes mixing procedures, aircraft type and capability, OSHA standards, and understanding of the base operating plan. Hot reloading training will be accomplished in conjunction with agency personnel in accordance with procedures as outlined in the Interagency Airtanker Base Operations Guide and the base specific hot-reloading plan.

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

(b) The Contractor shall keep all equipment and supplies at each base clean, neat, orderly, and painted in colors that are preapproved 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. Possession or use of these substances will result in the contractor being released from the incident. 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.

(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 for Single Engine Airtankers, which will be loaded at 200 gallons per minute.

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

PART I – THE SCHEDULE

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 52.246-02) (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.

(a) 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

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

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

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

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

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

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

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

(2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require

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

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

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

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

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

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

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

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

E-4 INSPECTION AND ACCEPTANCE OF MIXED PRODUCT

(a) The Government 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.
- (4) 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):

www.arnet.gov/far/

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

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

1 – One Year Contract with No Option Year:

The contract period shall extend for one calendar year from date of award. There are no options for renewal.

2 – One Year Contract with One Option Year:

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

3 – One Year Contract with Two 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 one option year period, not to exceed two option periods, provided the Contracting Officer serves notice of intent to renew at least 60 days prior to contract expiration. The renewal will be with the same terms and conditions except that any renewal is subject to the economic price adjustment clause of this contract

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

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

F-4 REQUIRED DELIVERY PERIOD

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

F-5 PRE- AND POST-PERIOD DELIVERY

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

F-6 OPTIONAL PERIOD DELIVERY

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

F-7 READY DELIVERY STATUS

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

(b) The normal operating day is 9 hours. The Contracting Officer shall establish and may change the times of the normal operating day by issuance of a work order as necessary. However, the normal operating day may not exceed the number of hours

stated herein unless aircraft are being loaded **OR** unless the mixing crew is ordered to be in extended ready delivery status. At joint 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

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

PART I - THE SCHEDULE

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 in the following Forest Service guide: "User/Procurement Manual for Retardant Measurement Mass Flowmeter". Each meter will be calibrated prior to the start of each field season 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.

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

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

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.

Note: 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) (JUN 2003)**
- 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 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)**
- I-10 SMALL, BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (JAN 2002) (ALT 1 - OCT 2001)**
- I-11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (FAR 52.222-4) (SEP 2000)**
- I-12 WALSH-HEALEY PUBLIC CONTRACTS ACT (FAR 52.222-20) (DEC 1996)**
- I-13 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997) ALT I (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) (OCT 2000)**
- I-17 BUY AMERICAN ACT—NORTH AMERICAN FREE TRADE AGREEMENT – 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-25 SPECIAL ELECTRONIC FUNDS TRANSFER INSTRUCTIONS**
- I-26 DISPUTES (FAR 52.233-1) (JULY 2002)**
- I-26 PROTEST AFTER AWARD (FAR 52.233-3) (AUG 1996)**
- I-27 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
(FAR 52.236-3) (APR 1984)**
- I-28 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)**
- I-29 BANKRUPTCY (FAR 52.242-13) (JUL 1995)**
- I-30 CHANGES--FIXED-PRICE (FAR 52.243-1) (AUG 1987)**
- I-31 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)**
- I-32 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-34 LIMITATION OF LIABILITY (FAR 52.246-23) (FEB 1997)**
- I-35 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE) (FAR 52.249-2) (SEP 1996)**
- I-36 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52.249-8)(APR 1984)**
- I-37 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

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

SECTION J - LIST OF ATTACHMENTS

- EXHIBIT J-4 RETARDENT 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
FACTORS¹**
- EXHIBIT J-9 ATTACHMENTS BY REFERENCE**

EXHIBIT J-4: RETARDANT INVENTORY/USE WORKSHEET

Retardant Base _____ Contractor _____ Gallons/Ton _____ Gallons/Pounds _____

Retardant Type _____ Contract No. _____ Inclusive Dates This period _____

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

*Truck Weight Invoices must accompany this worksheet

REMARKS: _____

INVENTORY SUMMARY

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

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			Notes:
Agency	Loads	Gallons	
TOTAL			

**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)
--	---



USDA Forest Service Washington Office

Fire & Aviation Management

11/5/03

J.7 Fire Chemicals

For use by USDA Forest Service

(Qualified or Approved and commercially available)

Chemical	Mix Ratio (Pounds concentrate Per gallon water)	Qualified/Approved Applications ¹					Ground Engine
		Fixed-Wing Airtanker	SEATS	Fixed-Tank Helicopter	Helicopter Bucket		
LONG-TERM FIRE RETARDANTS (Meets the requirements of Forest Service Specification 5100-304b)							
Dry Concentrate							
Gum-thickened; Permanent or Temporary Base							
Fire-Trol GTS-R	1.66 lb/gal	•	•		•		
Phos-Chek D75-R	1.20 lb/gal	•	•		•		
Gum-thickened; Temporary Base							
Phos-Chek 259-R	1.14 lb/gal	•	•	•	•	•	
Phos-Chek G75-W	1.12 lb/gal				•	•	
Unthickened - None available							
Wet Concentrate							
Gum-thickened; Permanent or Temporary Base							
Phos-Chek HV-R ²	3.6:1	•	•		•		
Phos-Chek HV-R	3.1:1	•	•		•		
Phos-Chek MV-R ²	3.6:1	•	•		•		
Phos-Chek LV-R ²	3.6:1	•	•		•	•	
Phos-Chek LC-95A ²	5.5:1	•	•		•	•	
Phos-Chek LC-95D ²	4.25:1	•	•		•	•	
Unthickened; Permanent or Temporary Base							
Fire-Trol LCA-R	5:1	•	•		•		
Fire-Trol LCG-R	4.75:1	•	•		•		
Fire-Trol FTR ³	4.75:1	○	○		○		

¹ • Fully Qualified ○ Conditional Approval

² Targeted LAQA will be performed during the first fire season of use.

³ A field evaluation must be completed to upgrade product status to qualified. The evaluation will be scheduled when a product is selected for use.

November 2003

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

Retardant	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>Wet Concentrate, Unthickened</i>							
Fire-Trol LCA-R	FW, SEAT, HB	5:1	972	9.12	<50	1.090-1.105	13.0-15.0
Fire-Trol LCA-F	FW, SEAT, HB	5:1	989	9.07	<50	1.090-1.105	13.0-15.0
Fire-Trol LCG-R	FW, SEAT, HB	4.75:1	923	9.13	<50	1.090-1.103	14.0-16.0
Fire-Trol LCG-F	FW, SEAT, HB	4.75:1	933	9.12	<50	1.090-1.103	14.0-16.0
<i>Wet Concentrate, Gum-thickened</i>							
Phos-Chek HV-R	FW, SEAT, HB	3.6:1	860	8.93	1000-1600	1.064-1.076	11.0-13.0
Phos-Chek HV-R	FW, SEAT, HB	3.1:1	775	8.93	1000-1600	1.064-1.076	11.0-13.0
Phos-Chek HV- F	FW, SEAT, HB	3.6:1	860	8.93	1000-1600	1.064-1.076	11.0-13.0
Phos-Chek MV-R	FW, SEAT, HB	3.6:1	860	8.93	450-750	1.064-1.076	11.0-13.0
Phos-Chek MV-F	FW, SEAT, HB	3.7:1	881	8.93	450-750	1.064-1.076	11.0-13.0
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
Phos-Chek LC-95D	FW, SEAT, HB, G	4.25:1	869	9.09	75-225	1.087-1.096	13.75-15.75
<i>Dry Concentrate, Gum-thickened, High Viscosity</i>							
Fire-Trol GTS-R	FW, SEAT, HB	1.66 lb/gal H ₂ O	1325	9.07	1200-1800	1.087-1.107	15.0-18.25
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
Fire-Trol 300-F	FW, SEAT, HB	1.77 lb/gal H ₂ O	1250	9.12	1200-1800	1.086-1.106	15.0-18.25
<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

1. Consult your agency manuals and guidelines for specific product availability.

11. FW - Fixed-wing airtanker, SEAT – Single Engine Airtanker, HF - Fixed-tank helicopter; HB- Helicopter bucket; G - Ground engine.



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