

# USDA FOREST SERVICE

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## PERIMETER SOLUTIONS LP

**BLANKET PURCHASE AGREEMENT NO.: 1202SC22T2602  
TO 1202SC24K2600 – 2024 (Year 3)  
(Effective: April 1, 2024)**

**PROJECT: RETARDANT ON-DEMAND**

**CONTRACTOR: PERIMETER SOLUTIONS LP  
8000 MARYLAND AVE. SUITE 350  
CLAYTON, MO 63105  
Phone: 314-983-7672  
SAM – UEI: QGUQWSU5AHB4**

**AWARDING OFFICE: USDA FOREST SERVICE - CONTRACTING  
NATIONAL INTERAGENCY FIRE CENTER  
3833 S DEVELOPMENT AVE  
BOISE, ID  
83705-5384**

**LARRY ROBILLARD  
CONTRACTING OFFICER  
Telephone: (b) (6)  
Larry.Robillard@usda.gov**





## OFFEROR'S COPY

(Ref. 48 CFR 1)

### Issuing Office:

U.S. Forest Service, Contracting  
National Interagency Fire Center  
3833 S Development Ave, MS 1100  
Boise, ID 83705-5354

### Offers Are Solicited For: Retardant On-Demand (ROD)

#### Solicitation No:

1202SC21Q0004

Amendment 001

Amendment 002

Amendment 003

Amendment 004

#### Issued Date:

3/11/2022

6/15/2022

12/22/2022

12/5/2023

1/5/2024

This solicitation can be downloaded from the following Internet site: <https://www.sam.gov>

## IMPORTANT – NOTICE TO OFFEROR

**Offers are due on 1/15/2024 @ 1430 Mountain Time. Quotes may be submitted at any time prior to the due date and the Government reserves the right to award Blanket Purchase Agreements at any time, provided the Offeror is determined to meet all requirements specified and pricing is determined to be considered fair and reasonable.**

**New Offerors and Offerors w/ current BPAs shall submit the following items in response to this solicitation:**

- SF-1449, block 17a and blocks 30a-30c: Complete, date, and sign;
- Fill in the appropriate information requested for Section B.2;
- Provide quotation in the format required by Section E.3 of the solicitation;
- Provide your responses to Section E.7 of the solicitation and FAR 52.223-1 Biobased Product Certification (MAY 2012).

**Solicitation package shall be EMAILED in the following format:**

- To: Retardant On-Demand by email to: [larry.robillard@usda.gov](mailto:larry.robillard@usda.gov);
- Email Subject Line: Solicitation 1202SC21Q0004-Company Name-ROD-Submittal Date;
- File Name Configuration: Company Name-ROD-Business/Technical-Submittal Date.

**No facsimile (FAX) or hard copy offers will be accepted.**

Offerors may contact Larry Robillard for information about this solicitation at [Larry.Robillard@USDA.gov](mailto:Larry.Robillard@USDA.gov) or (b) (6)

**"The policy of the United States Department of Agriculture Forest Service prohibits discrimination on the basis of race, color, national origin, age, religion, sex, disability, family status, and/or political affiliation." Persons believing they have been discriminated against in any Forest Service related activity should write to: Chief, Forest Service, USDA, P. O. Box 96090, Washington, DC 20090-6090.**

Previous editions of this form are obsolete.


FS-6300-44 (11/79)

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			1. REQUISITION NUMBER	PAGE 1 OF TBD
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 1202SC21Q0004	6. SOLICITATION ISSUE DATE A004-1/5/2024
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME LARRY J. ROBILLARD		b. TELEPHONE NUMBER (No collect calls) <b>(b) (6)</b>	8. OFFER DUE DATE/ LOCAL TIME 1/15/2024 @1430 MDT
9. ISSUED BY U.S. FOREST SERVICE, CONTRACTING NATIONAL INTERAGENCY FIRE CENTER OWYHEE BUILDING – MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8 (A) <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS NAICS: 325998 (fire retardant chemical preparations mfg.) SIZE STANDARD: 500 employees		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
15. DELIVER TO		16. ADMINISTERED BY		
CODE		CODE		

See Block 9

17a. CONTRACTOR/ OFFEROR PERIMETER SOLUTIONS LP 8000 MARYLAND AVE SUITE 350 CLAYTON, MO 63105	18a. PAYMENT WILL BE MADE BY
CODE	CODE
See Section C.22 PAYMENT AND INVOICES	

TELEPHONE NO. 314-396-7343 DUNS NO. 08527-1638 / CAGE: IRKV8

<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
---	---

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B (ATTACHED) RETARDANT ON-DEMAND ALL PRODUCTS				

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR E-SIGNED by Jeff Emery on 2024-01-12 16:58:53 GMT	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) LARRY ROBILLARD Digitally signed by LARRY ROBILLARD Date: 2024.04.12 09:12:55 -06'00'		
30b. NAME AND TITLE OF SIGNED (Type or print) Jeff Emery President of Fire Safety	30c. DATE SIGNED January 12, 2024	31b. NAME OF CONTRACTING OFFICER (Type or print) Larry Robillard - <b>(b) (6)</b>	31c. DATE SIGNED 4/12/2024

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

E-SIGNED by William Waits  
on 2024-01-12 16:57:55 GMT

STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA • FAR (48 CFR) 53.212

**SECTION B**  
**SCHEDULE OF SUPPLIES/SERVICES**

**SECTION B – SCHEDULE OF SUPPLIES/SERVICES**

**B.1 GENERAL INFORMATION**

- (a) This solicitation and resultant Blanket Purchase Agreements (BPAs) for Retardant On-Demand, enables the Forest Service (FS), State & Private Forestry (S&PF), Fire and Aviation Management Program to acquire fully qualified Long-Term Fire Retardant (LTFR) products on an as-needed basis to temporary locations throughout the United States including onsite mixing and loading of LTFR products onto aircraft and helicopters. Please see the Specifications in Section D.1 for complete details.
- (b) This acquisition will result in commercial, multiple award, BPAs, under the authority of Federal Acquisition Regulations (FAR), part 12, Acquisition of Commercial Items in conjunction with FAR part 13, Simplified Acquisition Procedures. The dollar limitation for any individual order is the Simplified Acquisition Threshold (SAT) (\$7.5M IAW Agency procedure). Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish fully qualified LTFR product/products including onsite mixing and loading capability to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders **IS NOT GUARANTEED**.
- (c) This acquisition is being solicited as full and open competition.
- (d) Suppliers must quote only fully qualified Long-Term Fire Retardants in accordance with US Department of Agriculture Forest Service Specification 5100-304d (or latest version) Long-Term Retardant, Wildland Firefighting and currently on the Long-Term Retardant for Wildland Fire Management Qualified Products List (QPL) located at [https://www.fs.fed.us/rm/fire/wfcs/documents/2021-1005\\_qpl\\_ret.pdf](https://www.fs.fed.us/rm/fire/wfcs/documents/2021-1005_qpl_ret.pdf).
- (e) Offerors shall complete the Section B.2 - Schedule of Items - Pricing for the 2024 Calendar Year, for all fully qualified LTFR products and miscellaneous items they propose to offer. The successful Contractor(s) is/are responsible for furnishing all LTFR product(s) and equipment, materials, supplies, trained/certified personnel, laborers, transportation and lodging necessary to meet the agreement specifications as identified in Exhibit D.1. Updates for establishing an annual BPA including annual pricing updates, will be requested through an updated solicitation posted to Sam.gov and a solicitation amendment will be published around the end of the current year with quotations and prices due around the middle of January. Performance extending beyond the calendar year will continue to utilize the current BPA pricing until such time that new prices are updated.
- (f) The effective period of the resultant BPAs will be from date of establishment through 31 December 2031 with annual reviews happening around the end of the current year.
- (g) This acquisition is being solicited in conjunction with FAR Part 13, Simplified Acquisition Procedures and any reference to contract shall be considered synonymous with agreement, Offeror shall be considered synonymous with Vendor or Quoter, and proposal shall be considered synonymous with quotation.

**SECTION B**  
**SCHEDULE OF SUPPLIES/SERVICES**

**B.2 SCHEDULE OF ITEMS – PRICING**

**Calendar Year 2024 (Date of Award - December 31, 2024)**

Company: Perimeter Solutions, LP

24 Hour Contact: LTFR Products – Oscar Sanchez – (b) (6)  
Ancillary Services (MRB) – Eric Clancy – (b) (6)

**A. CLIN 0100 - Qualified LTFR Product(s)**

ITEM (Sub- CLIN)	PRODUCT	LOT NO.	PRICE/TON	YIELD MIXED RETARDANT (GAL/TON)	PRICE/MIXED GALLON
0101	LC95A-R BULK (Moreland)	1051695-A	(b) (4)	1,054	(b) (4)
0111	LC95A-Fx BULK (Moreland)	0439-076B	(b) (4)	1,053	(b) (4)
0121	LC95A-W BULK (Moreland)	0363-090B	(b) (4)	1,050	(b) (4)
0122	LC95A-W TOTE (Moreland)	0363-090B	(b) (4)	1,050	(b) (4)
0131	MVP-Fx BULK	0439-014A	(b) (4)	2,209	(b) (4)
0132	MVP-Fx BIN	0439-014A	(b) (4)	2,209	(b) (4)
0133	MVP-Fx BAG	0439-014A	(b) (4)	2,209	(b) (4)
0141	259-FX BIN	0439-091B	(b) (4)	2,105	(b) (4)
0151	LCE20-Fx BULK	0502-050A	(b) (4)	1,113	(b) (4)
0152	LCE20-Fx TOTE	0502-050A	(b) (4)	1,113	(b) (4)

Note: Yield Mixed Retardant = equivalent of mixed LTFR in gallons from 1 Ton of concentrate.

ITEM (Sub- CLIN)	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT
0199	LTFR Product Freight (per truckload)	per Shipment	Cost Reimbursed

**SECTION B**  
**SCHEDULE OF SUPPLIES/SERVICES**

**B. CLIN 0200 - Support Services (CY 2024)**

ITEM (Sub- CLIN)	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT
0201	Daily Rate: MRB-VLAT (Very Large Air Tanker)	per Day	(b) (4)
0202	Daily Rate: MRB-AT (Air Tanker)	per Day	
0203	Daily Rate: MRB-SEAT (Single Engine Air Tanker)	per Day	
0204	Daily Rate: MRB-H (Helicopter)	per Day	
0205	Daily Rate: MRB-GAU (Ground Applied Unit w/ 2 person crew)	per Day	
0206	Daily Rate: MRB-GT (Ground Tender w/ 2 person crew)	per Day	
0207	Put-Through Rate: Retardant & Water	per Gallon	
0208	Extended Standby (per person, for additional hours worked)	per Hour	
0209	Additional Person (per person, ordered on an existing incident)	per Day	
0211	Mileage Rate for VLAT, AT & H - Equipment to Site (incl personnel)	per Mile	
0212	Mileage Rate for SEAT & GAU - Equipment to Site (incl personnel)	per Mile	
0213	Mileage Rate for GT - Equipment to Site (incl personnel)	per Mile	
0214	Relocation Fee for VLAT, AT, SEAT & H Equipment on Incident	per Event	
0215	Relocation Fee for GAU & GT Equipment on Incident	per Event	
0216	Crew Change-Out (per person, once every 14 days on an incident)	per Person	

**C. CLIN 0300 - Optional Items (CY 2024)**

ITEM (Sub- CLIN)	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT
0301	Water Tender	per Day	(b) (4)
0302	Water Storage (Pumpkin – min 2,500 gallons)	per Day	
0303	Additional Dip Tank (min 5,000 gallons)	per Day	
0304	Additional Water/Retardant Pump Station	per Day	
0305	Additional Loading System	per Day	
0306	Additional 500' Lay-Flat Discharge Hose (min 2.5" dia.)	per Day	
0307	Mixing Unit for GAU	per Day	



**SECTION C**  
**CONTRACT CLAUSES**

**SECTION C – CONTRACT CLAUSES**

**C.1 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCT AND  
COMMERCIAL SERVICES (DEVIATION 2017-1) (NOV 2023)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*



**SECTION C**  
**CONTRACT CLAUSES**

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**SECTION C**  
**CONTRACT CLAUSES**

(i) Payment.

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

**SECTION C**  
**CONTRACT CLAUSES**

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such

**SECTION C**  
**CONTRACT CLAUSES**

termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

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(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved

(u) Unauthorized Obligations.

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

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

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

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

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

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

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**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2023) (DEVIATION 2017-1, DEVIATION APR 2020, AND DEVIATION JUL 2020)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C.3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

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

*[Contracting Officer check as appropriate.]*

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. **2402** ([DEVIATION 2017-1](#))).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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- ☐ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020) (**Deviation 2017-1**), (41 U.S.C. 4712) relating to whistleblower protections).
- ☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (6) [Reserved].
- ☐ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- ☐ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( Pub. L. 115-390, title II).
- ☐ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115-390, title II).
- ☐ (ii) Alternate I (Dec 2023) of 52.204-30.
- ☒ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (31 U.S.C. 6101 note).
- ☒ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (14) [Reserved].
- ☐ (15) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- ☐ (16) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (17) [Reserved].
- ☐ (18) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2020) (15 U.S.C. 644).



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- ☐ (ii) Alternate I (Mar 2020) of 52.219-4.
- ☐ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☒ (20) 52.219-8, Utilization of Small Business Concerns (Sep 2023) ( 15 U.S.C. 637(d)(2) and (3)).
- ☐ (21) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) ( 15 U.S.C. 637(d)(4)).
  - ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
  - ☒ (iii) Alternate II (NOV 2016) of 52.219-9.
  - ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
  - ☐ (v) Alternate IV (Sep 2023) of 52.219-9.
- ☐ (22) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
  - ☐ (ii) Alternate I (Mar 2020) of 52.219-13.
- ☐ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) ( 15 U.S.C. 637s).
- ☒ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- ☒ (26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2023)( 15 U.S.C. 632(a)(2)).
  - ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (27) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022)(15 U.S.C. 637(m)).
- ☐ (28) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

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- ☐ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).
- ☐ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).
- ☒ (31) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- ☒ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
  - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
  - ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
  - ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - ☐ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (40) 52.222-54, Employment Eligibility Verification (May 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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☐ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (44) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (45) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

☐ (47) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).

☐ (49) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (50) 52.223-21, Foams (Jun 2016) (E.O. 13696).

☐ (51) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (Jan 2017) of 52.224-3.

☒ (52) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

☐ (iii) Alternate I (Oct 2022) of 52.225-1.

☐ (53) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I [Reserved].

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- ☐ (iii) Alternate II (Dec 2022) of 52.225-3.
- ☐ (iv) Alternate III (Nov 2023) of 52.225-3.
- ☐ (v) Alternate IV (Oct 2022) of 52.225-3.
- ☐ (54) 52.225-5, Trade Agreements (Nov 2023) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (55) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (56) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (59) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ☐ (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (62) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (63) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (64) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☐ (65) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (66) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

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☐ (67) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) and 10 U.S.C. 2631).

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

☐ (iii) Alternate II (Nov 2021) of 52.247-64.

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

☐ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022) (E.O. 13658).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) ( 41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by KasperskyLab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91)

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

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(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Sep 2023) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(x) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xix) 52.222-54, Employment Eligibility Verification (May 2022) (E. O. 12989).

(xx) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).



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(xxi) 52.222-62, Paid sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

**C.3 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) [www.usda.gov/procurement/policy/aqar.html](http://www.usda.gov/procurement/policy/aqar.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-1 Alt 1	Government Property (APR 2012)

**C.4 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (NOV 2020)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

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(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

### **C.5 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR EMPLOYEES**

(a) The Contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.

(b) Should the results of the PIV process require the exclusion of a Contractor's employee; the Contracting Officer will notify the Contractor in writing.

(c) The Contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the Contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally-controlled facility and/or routine unaccompanied access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from \* (hours and days) to \* (hours and days) at \* (office address for registration). The Government will notify the Contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the Contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

### **C.6 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

### **C.7 CONFIDENTIALITY OF INFORMATION**

(a) Confidential information, as used in this clause, means --

(1) Information or data of a personal nature, proprietary about an individual, or

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(2) Information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a) (1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45-day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

## **C.8 INSURANCE COVERAGE**

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

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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 a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of 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 or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

### **C.9 USE OF PREMISES**

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

**Note:** Written permission is given by the Contracting Officer any time a Contractor is ordered by Resource Order or Task Order in accordance with this clause.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

### **C.10 INSPECTION AND ACCEPTANCE**

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this agreement.

(b) Inspection and acceptance will be performed at: Government specified locations and/or during performance at incidents.

### **C.11 AGREEMENT PERIOD**

(a) The Agreement period will end 12/31/2031 (approximately 10 years after establishment). Annually, a review of the agreement will be conducted, and at that time Contractors will be offered an opportunity to revise their pricing in Section B Schedule of Items through an amendment to the original solicitation. If a revised rate is not submitted and accepted during the period set forth by the Contracting Officer (all rates must be found fair and equitable), the

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current prices will remain in effect. The annual amendment to the solicitation will remain open for the entire calendar year and will allow Contractors to add additional products that have become fully qualified on the QPL and new agreements established for qualified new entrants.

(b) Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

(c) Any order issued during the effective period of this agreement and not completed within that period shall be completed by the Contractor prior to release from the ordered incident assignment. The agreement shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.

### **C.12 AGREEMENT CANCELLATION**

This Agreement may be cancelled upon 30 days written notice by either party.

### **C.13 CLAIM SETTLEMENT AUTHORITY**

Claims shall be addressed to the Agency Contracting Officer ordering the product. All claims resulting from USFS orders shall be submitted to the Contracting Officer designated on the order unless otherwise formally reassigned to another Contracting Officer. For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this contract, and limits set by the incident agency.

### **C.14 EXTENT OF OBLIGATION**

The Government is obligated only to the extent of authorized purchases made under the BPA.

### **C.15 GOVERNMENT LIABILITY**

The Government shall not be liable for damages to Contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

The Contractor is responsible for managing their equipment and employees within its operating limits, responsible for the safety of their employees and cargo and shall comply with the directions of the Government, except when in the judgment of the Contractor such compliance will be a violation of applicable Federal or State regulations. The Contractor shall refuse any operation considered hazardous or unsafe.

### **C.16 FOREST SERVICE HARASSMENT FREE WORKPLACE POLICY**

(a) This section describes the Forest Service policy regarding harassment in the workplace. All Contractors and Contractor employees are expected to adopt and adhere to this policy. The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors. The Forest Service strives for a

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harassment-free work environment where people treat one another with respect. All Contractors and Contractor employees must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

(b) Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

(c) The work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, fire lines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

(d) Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

- Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.
- Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.
- Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

(e) Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

- Tell the harasser to stop the offensive conduct; and/or
- Tell a manager or supervisor about the conduct; and/or
- Contact any other individual you trust who would take action.

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

### **C.17 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.

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Possession or use of Non-prescription unlawful drugs and alcohol are not permitted at the incident fire camp, violation will result in the Contractor or its employees 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 result in the Contractor or its employees being released from the incident.

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

### **C.18 PERSONNEL CONDUCT**

(a) Contractor personnel shall conduct themselves in a professional and cooperative manner in fulfilling this agreement.

(b) Performance of these services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor's employees are expected to follow the rules of conduct established which apply to all Government and non-Government personnel working or residing on Government facilities

(c) Personnel, who perform ineffectively, refuse to cooperate in the fulfillment of the agreement objectives, or are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive, may be required to be replaced.

(d) The CO shall notify the Contractor of specifics of the unsatisfactory conduct and/or performance by the Contractor's personnel. The determination of unacceptability is at the sole discretion of the CO. When directed by the CO, the offeror shall replace unacceptable personnel.

### **C.19 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM**

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

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

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



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

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

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

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

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

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

## **C.20 DELIVERY TICKETS**

A requirement that all services provided under the agreement, shall be accompanied by delivery tickets or sales slips (Resource Order) that shall contain the following minimum information:

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- i. Name of supplier.
- ii. BPA number.
- iii. Date of purchase.
- iv. Purchase number (Requested number from the resource order).
- v. Itemized list of supplies or services furnished.
- vi. Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- vii. Date of delivery or shipment.

**C.21 ORDERING, RELOCATING, REDUCING, RELEASING, REASSIGNING, AND CANCELLING.**  
**THE FOLLOWING IS ADDED:**

The ordering process provides for: rapid movement of requests, agency review, efficient utilization of resources, and cost effectiveness. BPA Calls under this agreement shall be placed by issuing an order from the Incident Resource Ordering Capability (IROC) system. All orders under this agreement for all hazard incidents must be ordered in accordance with the following:

(a) Individuals Authorized to Order Under the Agreement.

(1) Incident Ordering Officials - National Interagency Coordination Center (NICC) via Resources Orders.

(b) The dollar limitation for any individual order/call is the Simplified Acquisition Threshold (SAT IAW Far 13.5 - \$7.5M). Since the needs of the Government and availability of suitable LTFR products and ancillary services during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the LTFR product and ancillary services listed herein to the extent the Contractor is willing and able at the time of order. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED.

(c) Information Required by NICC on the Retardant On-Demand (ROD) Request Form when placing orders:

(1) Incident Name, Financial Code, Resource Order Number, Retardant Request Number, Date of Order.

(2) Type of MRB unit requested and required LTFR product type.

(3) Requested date and time for start of delivery of mixed LTFR product:

(4) Estimated LTFR product requirement (in mixed gallons) for the first 48 hours of operation.

(5) Reporting location.

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- (6) Contact person at the incident.
- (7) Dispatch contact and Telephone number.
- (d) Dispatch Procedures:
  - (1) The Government intends to dispatch resources in accordance with the following procedure. However, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from these procedures in order to respond effectively to such conditions. Any such deviation will be reviewed and approved by the Contracting Officer, will be within the discretion of the Government and will not be deemed a violation of any term or condition of this agreement.
  - (2) NICC is the only designated dispatch center authorized to place Orders.
  - (3) The Government intends to have BPAs with multiple suppliers for qualified LTFR products and ancillary services. Contractors will provide one 24-hour contact number specified in Section B.2 for the purpose of contacting for orders.
  - (4) Only One Supplier - As the need becomes known to the Government, NICC will utilize the details supplied with the resource order to determine the BPA holders that meet the requirement. If there is only one supplier of the required product, NICC will place the order with that BPA holder.
  - (5) Two or More Suppliers (Alternating Order Placement (AOP)) – *At the start of the calendar year, each BPA holder with a competitive product will have the opportunity to attain a minimum level (threshold) of performance for that specific product. The threshold will be established each year during the annual renewal period or when a new competitive product is on-boarded, based on recent historical data for that specific product. The following ordering procedure will be used for that specific product until the minimum level of performance is attained by each BPA holder.* In the event there are two or more suppliers capable of meeting the product requirement, NICC will utilize an alternating ordering procedure (AOP) to place the order with the correct BPA holder. The AOP process is based on each BPA holder obtaining an annual minimum level of performance (total revenue in dollars) through alternating orders as indicated by their submitted invoices. NICC will contact each BPA holder (utilizing the BPA holder's 24-hour number) to determine if they will be able to meet the date and time needed. Each BPA holder will have 1-hour to respond to any call/message from NICC, pursuant to an order. If more than one BPA holders responds affirmatively and timely to NICC's request, the order will be placed with the next BPA holder in line to receive an order. Orders will be placed based on BPA holder's alphabetical corporate name with A going first, then B then so on. Once all BPA holders have been given an opportunity to accept an order, the ordering process will cycle back to the first BPA holder and continue alphabetically until all BPA holders attain the minimum level of performance.
  - (6) Two or More Suppliers (Competitive) – *Once the minimum target level of performance is attained by all BPA holders with a competitive product as indicated by their submitted invoices, the following ordering process will commence for any additional needs of that specific product.* In the event there are two or more suppliers capable of meeting the product requirement, NICC will contact each BPA holder (utilizing the BPA

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holder's 24-hour number) to determine if they will be able to meet date and time needed and obtain the exact location of their proposed Mobile Retardant Base (MRB) resource. Each BPA holder will have 1-hour to respond to any call/message from NICC, pursuant to an order. If only one supplier is capable to meet date and time needed or only one BPA holder responds in the designated timeframe, NICC will place the order with that BPA holder. In the event there are two or more suppliers capable of meeting the product requirement and capable to meet the date and time needed, NICC will utilize the BPA holder's proposed MRB resource location to facilitate the use of a standard mapping program, Google Maps® or government determined mapping application when Google Maps® is inoperable, for determination of the actual mileage to the incident. NICC will utilize the Best Value Determination spreadsheet for the specific LTFR product required and input the actual mileage to the incident for each of the MRB units selected. The Best Value Determination spreadsheet will calculate each MRB unit's Total Estimated Price, based on actual mileage and the typical 15-day assignment formula specified in paragraph (7) below. The LTFR product and ancillary services determined the best value to the Government will be selected for the order.

(7) Best Value Formula: The best value formula will consist of a typical 15-day assignment based on the following parameters (please note the typical formula is for evaluation purposes only for order placement):

- (i) 15 days daily rate for LTFR MRB-type x \$ price = total daily rate.
- (ii) (Input total actual mileage to and from the incident) x \$ price/mile = total mileage; (XX = actual total mileage from the Contractor's MRB unit location to the incident).
- (iii) 1 relocation fee x \$ price = total relocation fee.
- (iv) 1 crew change-out fee x \$ price = total crew change-out fee.
- (v) 80 hours of extended stand-by x \$ price = total extended stand-by.
- (vi) LTFR product XX tons used x \$ price = total LTFR product.
- (vii) The total summed value of this scenario will be compared to other offerors and the lowest total evaluated price will be used to determine the best value to the Government.

(8) When a BPA holder agrees to a delivery schedule at the time the order is placed, they are required to perform in accordance with the agreed upon schedule documented on the ROD Request Form. Failure to meet delivery date and time needed may result in a significant monetary deduction on the incident invoice, poor past performance evaluation, temporary suspension of the agreement, and/or risk cancellation of the agreement.

(e) Release from the Incident:

(1) The incident team may release the MRB unit after it is determined there is no longer a need for LTFR product.

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- (2) Priority for Releasing an MRB unit will be determined by the incident team. When there is more than one MRB unit at the same incident or complex of incidents, the incident team or (COR) will determine which MRB unit will be the first to be released based on design, capability, size, need, performance, price and/or set-up location at the incident. The incident team or COR will notify the CO of this decision in writing.
- (f) Need for Additional MRB units: If an additional MRB unit is ordered for the same incident, dispatch procedures will follow the same dispatch procedures outlined above.
- (g) Procedure for Canceling an MRB unit: The Government reserves the right to cancel any order at any time. Payment for services rendered will be made in accordance with Section C.22 – Payment. Notice of cancellation will be provided to the BPA holder from NICC.
- (h) Procedure for Relocating MRB unit(s) at an Incident:
- (1) The Relocation Fee and the mileage rate for all MRB Equipment is paid only in the following cases:
- (i) After an MRB unit is on order and has arrived and completed the initial set-up at the incident; the Government may have a need to relocate the MRB unit to another location within the same camp, or to a new, or different camp (in support of the same incident), or
  - (ii) When the original incident is or becomes incorporated into a complex and relocating the MRB unit becomes necessary in support of that complex of incidents, or
  - (iii) Reduction in force resulting in reorganization within the incident or complex, but not demobilization. The relocation fee is paid when camps in a complex are collapsed and MRB unit(s) are relocated within that complex.
- (2) If an MRB unit is reassigned to another incident or demobilized, no relocation fee is paid.
- (i) Procedure for Ordering Optional Items: Optional Items, specified in Section B, may be ordered by the incident team or COR, subject to mutual agreement of the BPA holder. Orders for optional items shall be clearly documented on the ROD Daily Performance Summary Sheet (Exhibit D.5 of this solicitation). The Government, at its option, may choose to procure these items under this agreement or from other sources. The BPA holder may choose to accept or not accept any orders for Optional Items under this agreement.

### **C.22 PAYMENT AND INVOICES**

- (a) General
- (1) Prior to the MRB unit departing for an incident, the Government may cancel the order at no cost for the Support Services and Optional Items as specified in B.2 Schedule of Items. Costs for LTFR Product shipped prior to the cancelation will be cost reimbursed for actual costs invoiced from the freight company. A five-percent handling fee (based on the total value of the LTFR product shipment) may be included on the

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invoice only after authorization is obtained in writing from the COR or the Contracting Officer.

(2) Once the MRB unit has departed for an incident, the Government may still cancel the order, but the Government shall be liable for any full day of travel and one-half the daily rate of any partial day of travel and the mileage for all MRB equipment. Costs for LTFR Product shipped prior to the cancelation will be cost reimbursed for actual costs invoiced from the freight company. A five-percent handling fee (based on the total value of the LTFR product shipment) may be included on the invoice only after authorization is obtained in writing from the COR or the Contracting Officer.

(3) LTFR product delivered onto an aircraft shall be counted and totaled at the end of each day and shall be clearly documented on the ROD Daily Performance Summary Sheet (Exhibit D.5 of this solicitation). All Support Services and approved Optional Items shall be clearly documented on the ROD Daily Performance Summary Sheet (Exhibit D.5 of this solicitation) each day. The total daily performance including the LTFR product, Support Services and Optional Items shall be clearly documented on the ROD Daily Performance Summary Sheet (Exhibit D.5 of this solicitation) and verified in writing by the Government signature and paid at the rates specified on the BPA holders current B.2 Schedule of Items.

(4) Equipment furnished to meet the mixing and loading requirements within this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the BPA holder agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

(5) Licenses, Fees and Permits – BPA holders are responsible for all licenses, fees and permits needed to perform work under this agreement.

(6) Subsistence Camps - When Government subsistence incident camps are available, a campsite may be provided. The BPA holder shall provide their employees sleeping equipment such as tents or shelters, sleeping bags, etc.

(7) Exceptions –

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

(ii) After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the

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site of work by the Contractor or by the Government in accordance with Condition of Equipment, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph (7)(i) 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.

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

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

(b) Daily Rate –

(1) The Daily rate for the various MRB units (H, VLAT, AT, SEAT and GT) shall include the total cost of equipment (including but not limited to the use, depreciation, maintenance and repair) necessary to meet the requirement specified in Section D.1 Specifications for each type of MRB unit. Additionally, the daily rate must include all costs and expenses for the employees including but not limited to their wages (based on a 12-hour day), local transportation, lodging, meals and incidentals while at the incident.

(2) The Daily rate shall be charged a full day when the MRB unit is at the incident, is fully operational, sufficient personnel are available to operate the MRB unit at capacity, and there is sufficient LTFR product available and ready to be mixed for operation.

(3) The Daily rate shall be charged a full day rate for a full day of travel and one-half the Daily rate for each partial day of travel (partial day of travel is less than 8 hours of travel) while the MRB unit is in transportation to and from the incident. The Daily rate shall be charged a half-day rate when the MRB unit is only operational for a part of the day. The Daily rate shall not be charged when the MRB unit is at the site but not operational. This may include but is not limited to a lack of personnel available to operate the MRB unit, lack of LTFR product available to meet capacity, missing equipment, damaged or inoperable equipment and during times when repairs to equipment are being made.

(4) In the event an MRB unit is cancelled see paragraph (a) (1) or (2) above. In the event the MRB unit is re-directed to another incident following the cancellation, the MRB unit shall charge each incident one-half the daily rate for the same day in transit, provided they traveled a full day. If a partial day of travel is completed, the MRB unit shall only charge one half day to one incident. Contact the COR or the Contracting



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Officer for a determination on how to apply the Daily rate properly to the incidents in question.

(c) Mileage for all MRB Equipment to Site (including personnel) –

(1) For MRB equipment and personnel, actual mileage shall be measured from the location of the MRB unit at time of dispatch to the incident and return to home location or alternate authorized location (ie. another incident ordered immediately after the current incident), using verified written MRB unit odometer readings. Beginning and ending odometer readings shall be documented on the ROD Daily Performance Summary Sheet (Exhibit D.5 of this solicitation). Only actual mileage for transporting the MRB unit (including all equipment and personnel to support the operation) to and from the incident shall be paid at the rates specified under Mileage Rate for all MRB Equipment to Site in the BPA holder's current B.2 Schedule of Items. Additional mileage rates shall not be paid for getting supplies or making repairs on the MRB Unit while performing at an incident.

(2) In the event an MRB unit is cancelled after it has departed for an incident, the Government shall be liable for the mileage for the MRB unit while it is in transit to the incident and back to its original starting location. In the event the MRB unit is re-directed to another incident following the cancellation, the MRB unit shall not charge each incident for the same mileage in transit. Contact the COR or the Contracting Officer for a determination on how to apply the mileage properly to the incidents in question.

(3) When equipment is released from one incident and subsequently reassigned to another prior to returning to its original location, it is the BPA holder's responsibility to inform the incident team at the new incident of any changes or corrections in return mileage indicated on invoices submitted on prior incidents. The new incident invoices shall correct mileage payments from the prior incidents invoices and make appropriate adjustments for previously billed mileage from the point reassigned en-route. Contact the COR or the Contracting Officer for a determination on how to apply the mileage properly to the incidents in question.

(4) In the event the MRB unit is required to relocate to another location on the same incident (as specified in Section C.21 paragraph h of this solicitation), the Government shall be liable for the Mileage Rate for all MRB equipment, specified in Section B.2 Schedule of Items, using verified written MRB unit odometer readings. Beginning and ending odometer readings shall be documented on the ROD Daily Performance Summary Sheet (Exhibit D.5 of this solicitation), in addition to the Relocation Fee.

(5) The Government shall use Google Maps® or government determined mapping application when Google Maps is inoperable, and/or Government odometer readings to verify the reasonableness of any mileage billed.

(d) Relocation Fee –

(1) In the event an MRB unit is required to relocate to another location on the same incident (as specified in Section C.21 paragraph h of this solicitation), the Government shall be liable for the Relocation Fee specified in Section B.2 Schedule of Items.

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- (2) If an MRB unit is reassigned to another incident or demobilized, no relocation fee is paid.
- (3) LTFR product freight costs for relocation are not included in the Relocation Fee and shall be invoiced as cost reimbursable for the product freight.
- (e) Crew Change-out –
- (1) When the duration of an incident exceeds personnel maximum duty limits for Work/Rest Guidelines in accordance with (as specified in Item – Crew Change –Out) Interagency Incident Business Management Handbook, NWCG Handbook 2, PMS 902, NFES 2160, Section 12.7; and the National Interagency Mobilization Guide NFES 2092, the BPA holder shall change out the personnel on the crew to not exceed 14 consecutive days (excluding travel). The BPA holder shall invoice for the Crew Change-out rate specified in Section B.2 Schedule of Items for each individual that is effectively changed out. The BPA holders shall not invoice a Crew Change-out for individuals that are not replaced or changed out.
- (2) All individuals replaced through the Crew Change-out shall be clearly documented using their full name for both personnel being changed out and personnel replacing them on the ROD Daily Performance Summary Sheet (Exhibit D.5 of this solicitation) and verified in writing by the Government representative.
- (f) Extended Standby –
- Extended standby will be paid at the rate specified in Section B.2 Schedule of Items for extended service of each crew member. Extended standby will start after the first 12 hours and is only authorized by the on-site Government representative, COR or the Contracting Officer. The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations of 16 hours per day.
- (g) LTFR Product Freight –
- Transportation Costs for LTFR product will be paid as a cost reimbursable item and shall be included on the BPA holder's invoice. Freight costs must be supported by a freight carrier's invoice and a signed Bill of Lading (BOL) must support each shipment.
- (h) Optional Items –
- Optional Items must be ordered and authorized by one of the following personnel: the on-site Government representative, COR or Contracting Officer. Ordered Optional Items will be paid at the rate specified in Section B.2 Schedule of Items and shall be clearly documented on the ROD Daily Performance Summary Sheet (Exhibit D.5 of this solicitation) and verified in writing by the Government representative.
- (i) Invoices shall be submitted for payment as follows:

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- (1) In accordance with FAR 13.303-3 (a)(6)(iii), when billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated, provided that-
- (i) A consolidated payment will be made for each specified period; and
  - (ii) The period of any discounts will commence on the final date of the billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later.
- (2) Daily record of performance shall be clearly documented and invoices supported by the daily record of performance, shall be submitted for payment at regular intervals on the first and middle of each month.
- (3) Forest Service Payment Procedures: The completed and signed invoices must include all necessary supporting documentation and shall be submitted by the Contractor to Incident Procurement Modernization (IPM) group at the following email – [sm.fs.asc\\_eera@usda.gov](mailto:sm.fs.asc_eera@usda.gov). Invoices shall include:
- (i) BPA holder's agreement number.
  - (ii) List of all attached documents to the email.
  - (iii) BPA Holder's authorized signature, Government authorized signature, unique numbered invoice (to ensure each invoice is only submitted and paid once) for each invoice.
  - (iv) Name of the incident.
  - (v) Dates of performance included on the attached invoice(s).
  - (vi) All supporting documentation.
- (4) Bureau of Land Management BLM Payment Procedures: This agreement is considered an established source for BLM purposes. The BPA holder shall submit invoices to the BLM ordering unit (e.g. Attention: Airtanker Base Manager). The BLM ordering unit shall create an order/payment document in BLM's electronic procurement system (FBMS). Once the document is created, the order number must be provided to Contractor for them to invoice BLM via IPP (see below).
- Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)
- (i) Payment requests must be submitted electronically through the US Department of the Treasury's Internet Payment Platform System (IPP).

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

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

### **Vendor's Itemized Invoice**

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

(866) 973-3131

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

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

(j) No payment shall be made under this agreement for supplies or services not shown and priced in the BPA holder's current Section B.2 Schedule of Items.

### **C.23 CONTRACTOR EVALUATIONS**

The designated Government representative is required to complete a Mobile Retardant Base Performance Evaluation Form (See EXHIBIT D.4) prior to leaving each incident or prior to team transitions. The designated Government representative is required to distribute the completed copies of the evaluation as instructed on the form. Please email a copy of the form to the CO at [larry.robillard@usda.gov](mailto:larry.robillard@usda.gov). The form, in addition to other performance information which may become available, will be utilized to facilitate the Contractor's annual performance report. The CO will provide the Contractor 30 calendar days to respond to any negative performance information received.

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### **C.24 PRE-USE INSPECTION OF EQUIPMENT**

The Government may conduct pre-use inspections of all Contractor equipment for compliance with the agreement specifications and conditions.

### **C.25 INSPECTIONS DURING USE**

(a) At any time during use, the Government may make or cause to be made such inspections as deemed necessary for the purpose of determining that equipment, supplies, and personnel meet current contract specifications or to determine equipment condition. Inspection may be performed by Federal and State Government representatives such as the incident team, COR, Subject Matter Expert (SME), as designated by the CO. Inspection results will be documented and a copy of the completed form will be provided to the CO.

(b) Inspection by the Government after performance deficiencies or a failure has occurred will be made as promptly as possible after the Contractor has given notice that the performance deficiencies or the failure has been corrected. Inspection results will be documented and a copy of the completed form will be provided to the CO.

(c) When equipment and services are inspected and do not meet agreement requirements, the incident team, COR, SME or CO shall document deficiencies on form FS 6300-12, Work Order and Notice of Non-Compliance. When appropriate, agreement price reductions shall be taken. The CO shall make final decisions on any remedial actions implemented or erroneous payments as appropriate.

### **C.26 SMALL BUSINESS SUBCONTRACTING PLAN**

(a) The establishment of Blanket Purchase Agreements (BPAs) under this requirement consolidates the two separate requirements of the supply of the LTFR product, and the supply of the ancillary services used to mix and load the product on-site into one requirement now called Retardant On-Demand. The consolidation has a requirement to address the future opportunities of the three small businesses currently providing Mobile Retardant Bases (MRBs) under separate Blanket Purchase Agreements.

(b) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, that separately addresses subcontracting with each of the displaced current MRB suppliers. The subcontracting plan shall be included in and made a part of the resultant BPA and the value or percentage of subcontracting opportunities will be determined annually and will be based on annual usage under the BPA. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for awards under the BPA.

(1) The plan shall describe how the Offeror will ensure each MRB supplier will be utilized to ensure sufficient opportunities are available to support the ancillary mixing and loading requirement for the on-site performance.

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- (2) The Government has historical data on all aspects of recent performance of all affected MRB suppliers and will provide necessary and relevant data to the Offerors to support the requirement to develop mutually agreeable subcontracting agreements with each affected MRB supplier.
- (3) In the event the Offeror and the MRB supplier cannot come to reasonable terms to support this subcontracting plan, the Contracting Officer will facilitate discussions between both parties. A final decision about any particular MRB supplier's participation in the subcontracting plan will be mutually agreed upon by the Offeror and the CO.
- (4) Annually, subcontracting agreements with each affected Small Business MRB supplier must be established and renewed prior to the renewal of the subcontracting plan and the establishment of the BPA holder's agreement for each calendar year.
- (5) The size standard used for the MRB small businesses is based on NAICS code 115310 Support Activities for Forestry – Forest Fire Suppression with a size standard of \$20.5 Million in revenue annually.
- (c) The Offeror's subcontracting plan shall include the following:
- (1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of displaced MRB Contractors. Goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars.
- (2) A statement of:
- (i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (c) of this clause, to support the sales for a commercial plan.
- (ii) Total dollars planned to be subcontracted to each displaced MRB contractor.
- (3) A description of the method used to develop the subcontracting goals in paragraph (c)(1) of this clause.
- (4) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (5) A description of the efforts the Offeror will make to assure that displaced MRB contractors have an equitable opportunity to compete for subcontracts.
- (6) Assurances that the Offeror will :

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- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit monthly (by 5th day of the month) reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
  - (iii) Include subcontracting data for each order when reporting subcontracting achievements for agreements with individual subcontracting plans where the agreement is intended for use by multiple agencies;
  - (iv) Submit the report via email to [larry.robillard@usda.gov](mailto:larry.robillard@usda.gov); and
  - (v) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the report.
- (7) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to negotiate with displaced MRB contractors and award subcontracts to them. The records shall include at least the following:
- (i) Displaced MRB contractors contacted in an attempt to establish subcontracts;
  - (ii) Records of any outreach efforts to contact displaced MRB contractors;
  - (iii) Records of internal guidance and encouragement provided to buyers through-
- (8) Assurances the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (9) Assurances the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see FAR 52.242-5).
- (d) An agreement may have no more than one subcontracting plan. When an agreement modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

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

**SECTION D - LIST OF EXHIBITS**

- EXHIBIT D.1: RETARDANT ON DEMAND SPECIFICATIONS
- EXHIBIT D.2: RETARDANT ON DEMAND REQUEST FORM
- EXHIBIT D.3: INSPECTION FORM
- EXHIBIT D.4: PERFORMANCE EVALUATION
- EXHIBIT D.5: ROD DAILY PERFORMANCE SUMMARY SHEET
- EXHIBIT D.6: LAQA SAMPLE FORM (DATED 03/03/2014)



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

**EXHIBIT D.1: RETARDANT ON DEMAND SPECIFICATIONS**

**INSERT EXHIBIT D.1 HERE**

US Department of Agriculture (USDA)



*United States Department of Agriculture logo*

USDA Forest Service

Fire and Aviation Management

Retardant Program

# **RETARDANT ON DEMAND ACQUISITION SPECIFICATION**

Version 1.2     December 4, 2023

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## GENERAL INFORMATION

### 1.0 BACKGROUND AND PURPOSE

The Forest Service (FS) has a requirement to provide, on a call when needed basis, for interagency use at various locations throughout the US, fully qualified Long-Term Fire Retardant (LTFR) products delivered by contractor-operated Mobile Retardant Bases (MRB) and/or existing fixed ATB equipment. Additionally, the Government reserves the option to order LTFR products only without associated contractor provided MRB services. This acquisition is a follow-on to the current FOB Origin contract number AG-024B-C-13-9010 that will be ending its period of performance on 25 April 2022.

FS policy requires the use of qualified fire chemicals on National Forest System lands; United States Department of the Interior (USDI) agencies also require FS-qualified fire chemicals on federal land managed by those agencies. The technical requirements for LTFR are contained in US Department of Agriculture (USDA) Forest Service (FS) Specification 5100-304d Long-Term Retardant, Wildland Firefighting. This specification identifies performance and test requirements for LTFR products. This list can be found at <https://www.fs.fed.us/rm/fire/wfcs/index.php>. The result of this specification is qualified products that meet the minimum requirements of the Government. Per FAR 9.202(a) the Justification for Qualification Requirement was approved by the head of the agency or their designee.

### 2.0 DEFINITIONS

The following is a list of acronyms that are used throughout this SPECIFICATION and/or any special terms or phrases that may need to be defined in more detail.

Agency and Government may be used interchangeably

AT / ATB - Air Tanker, Air Tanker Base	LAT – Large Airtanker
BLM - Bureau of Land Management	LTFR – Long Term Fire Retardant
BOL - Bill of Lading	MRB – Mobile Retardant Base
BPA - Blanket Purchase Agreements	NIMS - National Incident Management System
CO – Contracting Officer	NTDP - National Technology and Development Program
COR – Contracting Officer’s Representative	NWCG – National Wildlife Coordinating Group
CPARS - Contractor Performance Assessment Reporting System	OJT – On the Job training
DOL - Department of Labor	PM – Program Manager
FRBB - Federal Reserve Bank of Boston	PPE - Personal Protective Equipment
FS – Forest Service	PPIRS - Past Performance Information Retrieval System
GAU – Ground Applied Unit	QPL – Qualified Product List
GT – Ground Tanker	ROD – Retardant On Demand
H - Helicopter	SABO - Standards for Airtanker Base Operations
IHOG - Interagency Helicopter Operations Guide	SEAT - Single Engine Air Tankers
IPP - Internet Payment Platform	USDA - United States Department of Agriculture
ISOG - Interagency Single Engine Airtanker Guide	USDI / DOI - United States Department of the Interior
LAQA - Lot Acceptance, Quality Assurance	VLAT – Very Large Airtanker

### 3.0 TECHNICAL REQUIREMENTS

This section details the specific requirements and tasks the Government expects the contractor to perform through the successful execution of this specification as well as quality assurance expectations related to LTFR Product and Ancillary Services (through Mobile Retardant Bases (MRB)).

#### 3.1 TECHNICAL REQUIREMENTS FOR LTFR (PRODUCT):

The following specifies the requirements for call when need LTFR product and ancillary services.

LTFR and ancillary mixing/loading services onto Government supplied vehicles (aircraft and land vehicles) are required at unknown locations throughout the United States, to support wildfire suppression activities, on a call when needed basis. LTFR products shall be currently listed as fully qualified on the Qualified Products List (QPL) in accordance with USDA Forest Service Specification for Long Term Retardant, Specification 5100-304d with amendments. This list can be found in Exhibit D.1 – Forest Service Qualified Product List - Long-Term Fire Retardant at <https://www.fs.fed.us/rm/fire/wfcs/index.php>. A single lot number shall be provided for each product. LTFR supplied under this contract shall be delivered to the Government specified locations and will be reimbursed.

- a. The LTFR products will remain Contractor property until such time as the LTFR concentrate is mixed in anticipation of Government need, as directed by a Government representative. Unmixed LTFR product remains the property of the Contractor and the delivery or return of LTFR products will be cost reimbursed. A reasonable handling fee to re-stock the LTFR may be charged at a specified rate, when appropriate.
- b. Due to the sporadic occurrence of wildland fire activity, the Government does not guarantee the purchase of any LTFR product, with the exception of any ordering requirements specified.
- c. All LTFR products are allowed a certain amount of degradation over time. If the LTFR product is determined to be out of specification, the Contracting Officer and National Technology and Development Program (NTDP) will determine if any Contractor adjustments will be allowed to bring it back into acceptable range. The Contractor will remove any concentrate or mixed product that is determined to be unusable within 15 days of notification in writing at their expense.
- d. Contractor will be responsible for performing and documenting all Quality Assurance and LAQA testing specified.

#### 3.2 TECHNICAL REQUIREMENTS FOR MOBILE RETARDANT BASE OPERATIONS (SERVICES)

The following specifies the requirements related to the ancillary services provided through the MRB.

Contractor operated and maintained portable retardant plants and/or fixed existing equipment for mixing and loading LTFR products as listed on the USFS Qualified Products List (QPL) (available at <https://www.fs.fed.us/rm/fire/wfcs/index.htm>). LTFR will be loaded onto fixed wing Air Tankers (AT), Single Engine Air Tankers (SEAT), Helicopters (H), Ground Applied Units (GAU) and Ground Tankers (GT) for fire suppression activities at locations throughout the U.S.

- a. All services provided under this CONTRACT shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established Federal, State, and local environmental regulations as well as adherence to the USFS Aviation Management 5700 Manual ([http://www.fs.fed.us/fire/aviation/av\\_library/index.html](http://www.fs.fed.us/fire/aviation/av_library/index.html)) and applicable Interagency
- b. Aviation Operations Guides specific to the services provided by all contractor personnel:
  - Very Large Airtanker (VLAT), Large Airtanker (LAT), and Single Engine Airtanker (SEAT) Operations - NWCG Standards for Airtanker Base Operations (SABO)  
<https://www.nwcg.gov/sites/default/files/publications/pms508.pdf>

- Helicopter Operations - Interagency Helicopter Operations Guide (IHOG)  
(<https://www.nwcg.gov/publications/510>)
- c. The Agency may provide support personnel. Agency personnel may engage in one or more of the following activities: activation, mixing, loading, relocation, and/or de-activation; however, the Contractor shall be capable of self-sufficient operations.
- d. The USFS has interagency and cooperative agreements with other Federal and State entities and the products and services under this contract/agreement may be dispatched to support those entities.
- e. Contractor must meet date and time needed as specified by incident or the ordering agency, or as negotiated by the ordering official.

**Note:** Other operating supplies shall be furnished by the Contractor unless specified otherwise.

### 3.2.1 MRB REQUIREMENTS – ALL AIRCRAFT TYPES

- a. General - The following ancillary services, delivered via an MRB and/or existing fixed equipment, to meet requirements, are applicable to all operations regardless of aircraft type (H, SEAT, LAT, VLAT):
  1. The Contractor's MRB shall be able to draft and/or pump all required water from a non-pressurized source, a minimum distance of 400 feet, in quantities sufficient to meet the mixing requirements.
  2. All necessary manifold, hoses, hardware (i.e. fittings, valves, hose skates), tools, spare parts and safety equipment (i.e. 2BC rated fire extinguisher and first aid kit).
  3. Secondary containment systems for all fire chemical tanks, fuel tanks, and mixing systems. Containment systems shall be deployed during all operations and capable of holding 110% of the largest tank capacity within the secondary containment, to ensure containment of all chemicals that could potentially escape from the mixing system and portable tanks.
  4. Retardant testing kit (i.e. refractometer, marsh funnel & necessary supplies for quality assurance).
  5. Forklift for product and equipment movement.
  6. All vehicles necessary to support operations under the BPA. All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:  
<http://www.fmcsa.dot.gov/>"[www.fmcsa.dot.gov](http://www.fmcsa.dot.gov/).
  7. All equipment, personnel, transportation, and other items needed to meet the requirements.
  8. The contractor is responsible for retardant inventory management with concurrence from an Agency field representative (i.e. ATBM, ASGS, ATGS).

### 3.2.2 MRB REQUIREMENTS – HELICOPTER (MRB-H)

Including the general requirements for all MRB operations as found under 3.2.1, the following requirements are applicable to Helicopter operations:

- a. Required Capability:
  1. The MRB must be able to load mixed LTFR products into helicopters at a minimum rate of 300 gallons per minute (GPM) and capable of supplying 21,000 gallons per hour (GPH).
  2. The mix unit must be capable of providing retardant for one pit at least 400 feet from mix site.
- b. Required Equipment:
  1. One (1) Open-Top Mix Storage Tanks.5,000-gallon minimum capacity. Tank must be open-top product dip tank with minimum opening diameter of 10 feet and water depth of at least 8 feet.

2. One (1) Open-Top Fresh Water Rinse Tank. The mobile base must include at least one separate open-top fresh water rinse tank with a minimum 5,000 gallon capacity above for rinsing residual retardant off of helicopter loading equipment, and to facilitate delivery of water during mop-up, and direct attack operations. Tank must be open-top with a minimum opening diameter of 10 feet and water depth of at least 8 feet. Exterior and interior of tanks must be free of helicopter bucket and snorkel snag hazards such as jagged sheet metal edges, exposed screws or bolt heads and hooks.

### 3.2.3 MRB REQUIREMENTS – SINGLE ENGINE AIR TANKER (MRB-SEAT)

Including the general requirements for all MRB operations as found under 3.2.1, the following requirements are applicable to Single Engine Air Tanker operations:

- a. Required Capability:
  1. The MRB must be able to load mixed chemicals into a single SEAT at a minimum rate of 200 GPM and capable of supplying a minimum of 12,000 GPH.
- b. Required Equipment:
  1. One (1) Mix Storage Tank. 2,400-gallon minimum capacity.

### 3.2.4 MRB REQUIREMENTS – LARGE AIR TANKER (MRB-LAT)

Including the general requirements for all MRB operations as found under 3.2.1, the following requirements are applicable to Large Air Tanker operations:

- a. Required Capability:
  1. The MRB must be able to load mixed chemicals into an aircraft 3" camlock type loading port at a minimum rate of 400 GPM and capable of mixing retardant at a rate of 100,000 gallons over a 12-hour period.
  2. The mix unit must be capable of providing retardant to two pits at least 150' apart (not simultaneously).
- b. Required Equipment:
  1. One (1) Mix Storage Tank: 5,000-gallon minimum capacity.

### 3.2.5 MRB REQUIREMENTS – VERY LARGE AIR TANKER (MRB-VLAT)

Including the general requirements for all MRB operations as found under 3.2.1, the following requirements are applicable to Very Large Air Tanker operations:

- a. Required Capability:
  1. The MRB must be able to load mixed chemicals into an aircraft 3" camlock type loading port at a minimum rate of 400 GPM and capable of mixing retardant at a minimum rate of 100,000 gallons over a 12-hour period.
- b. Required Equipment:
  1. Mix Storage Tank(s) (one or two separate tanks): 10,000 gallon minimum capacity.

### 3.3 ADDITIONAL EQUIPMENT

#### 3.3.1 GROUND APPLIED UNIT (MRB-GAU)

- a. Required Capability:
  - 1. The MRB Ground Applied Unit must be able to discharge LTFR at a daily peak demand (12-hour period) and delivery of 25,000 mixed gallons.
- b. Required Equipment and Personnel:
  - 1. Mobile pumping equipment and discharging system, aluminum tanker with up to 4,000 mixed LFTR gallon capacity, 3" and 4" recirculating/off-load pump, 3" and 4" male camlock discharge, all necessary discharge hose.
  - 2. Two qualified mixing and loading personnel. One shall be a qualified mix - master and the other shall be a qualified technical representative who has undergone a formal mix - master training.
  - 3. Optional mixing unit - mixing, pumping unit.

#### 3.3.2 GROUND TANKER (MRB-GT)

- a. Required Capability:
  - 1. The MRB Ground Tanker must be able to load LTFR at a minimum rate of 199 GPM.
- b. Required Equipment and Personnel:
  - 1. Mobile pumping equipment, aluminum tanker with 6,000 to 10,000 gallon capacity, 3" and 4" recirculating/off-load pump, 3" and 4" male camlock discharge, all necessary discharge hose.
  - 2. Two qualified mixing and loading personnel. One shall be a qualified mix - master and the other shall be a qualified technical representative who has undergone a formal mix - master training.

### 3.4 QUALITY ASSURANCE REQUIREMENTS

- a. Sample testing shall be performed during mixing and pumping operations in accordance with the Lot Acceptance and Quality Assurance (LAQA) program. <https://www.fs.fed.us/rm/fire/wfcs/lot-acceptance-and-quality-assurance-program.php> LTFR samples from MRB operations are excluded from the LAQA requirements for systematic 1-quart sample submissions to National Technology and Development Program (NTDP). However, at the Government's request, the Contractor shall provide 1-quart retardant samples for quality assurance testing.
- b. Field Quality Control testing shall be accomplished by the Contractor and monitored by the on-site Government Representative.
- c. The Contractor shall be required to test and document every aircraft load for salt content (refractometer reading). Test results of each load shall be documented.
- d. The Contractor shall test for viscosity using either a Marsh Funnel or BrookField Viscometer, by taking samples every five (5) to ten (10) aircraft loads and analyzing samples at the end of each day. Test samples may be returned to the mix tank, rather than seeking separate disposal. Test results shall be documented.
- e. The Contractor shall re-circulate mixed and concentrated retardant as appropriate for the product.
- f. The Contractor shall test mixed retardant in storage for compliance (refractometer and viscosity) every 7 days.
- g. All test results, including date and time the sample was taken and date and time the sample was analyzed (if different) shall be recorded and produced at the government's request.
- h. Test results shall be maintained in the contract package.



## 4.0 MRB OPERATIONS (SERVICE) PERSONNEL/EQUIPMENT REQUIREMENTS

### 4.1 MRB OPERATIONS – PERSONNEL REQUIREMENTS

#### 4.1.1 KEY PERSONNEL

For this effort the key personnel required are:

- a. For the parent agreement and all associated orders: One (1) Contract Manager or Contract Liaison.
- b. For MRB ordered: One (1) fully qualified Mix-Master.

#### 4.1.2 SPECIFIC PERSONNEL REQUIREMENTS

- a. The Contractor shall supply the following minimum compliment of personnel based on the type of MRB ordered:
  - MRB-VLAT: Five (5) person crew to operate the system and provide technical services.
  - MRB-LAT: Three (3) person crew to operate the system and provide technical services.
  - MRB-SEAT: Two (2) person crew to operate the system and provide technical services.
  - MRB-H: Four (4) person crew to operate the system and provide technical services.
  - MRB-GAU: Two (2) person crew to operate the system and provide technical services.
  - MRB-GT: Two (2) person crew to operate the system and provide technical services.
- b. The Contract Manager/Contract Liaison shall be familiar with the contract/agreement, be designated in writing as an official Representative for the Contractor and be available to deal with administrative issues for all orders/assignments. This shall be the primary point of contact for the Government to administer the agreement and all orders. As coordinated with the Contracting Officer, the Contract Manager/Contract Liaison may further designate a deputy or a backup for temporary periods of vacation, rest/recuperation, or other absences.
- c. Minimum qualifications for each crewmember shall consist of classroom or On the Job training (OJT), which includes mixing procedures, aircraft type and capability, OSHA standards, and understanding of the base operating plan. Hot reloading training will be accomplished in conjunction with agency personnel in accordance with procedures as outlined in the Interagency Airtanker Base Operations Guide and the base specific hot-reloading plan. Documentation of training shall be provided to the Contracting Officer, upon request.
- d. A minimum of one crewmember on all MRBs shall be a qualified mix-master who has undergone a formal mix-master training program which includes the following:
  1. Minimum qualifications for each crewmember shall consist of classroom or On the Job Training (OJT), which includes mixing procedures, aircraft type, and capability, OSHA standards, and understanding of the base operating plan.
  2. Simultaneous and/or Hot Loading training will be accomplished in conjunction with agency personnel in accordance with procedures as outlined in the base specific Simultaneous and/or Hot Loading Plan.
  3. ICS-100, Introduction to ICS. Available at: <https://training.fema.gov/is/courseoverview.aspx?code=IS-100.c>
  4. IS-700., National Incident Management System (NIMS) An Introduction. Available at: <https://training.fema.gov/is/courseoverview.aspx?code=IS-700.b>
- e. The Government recommends the following courses for any personnel providing services under this agreement:
  1. A-100, Basic Aviation Safety. Available at <https://www.iat.gov>.
  2. A-104, Overview of Aircraft Capabilities & Limitations. Available at <https://www.iat.gov>.

#### 4.1.3 ADDITIONAL PERSONNEL GUIDELINES

- a. Additional personnel will be ordered and provided by the Contractor for powder operations as necessary. Contractor will be responsible for providing a copy of the Agreement to the ordering Agency representative upon initial arrival at the incident.
- b. The Contractor shall ensure that only employees' essential to the operation be on site during operations.

- c. Work Rest and Length of Assignment. The Contractor is required to follow the following work rest guidelines:
  - 1. Duty shall not exceed 14 consecutive days (excluding Travel).
  - 2. Duty shall not exceed 16 hours per day.
  - 3. Personnel shall have a minimum of two (2) days off work (rest) after return home from the completion of any 14-day consecutive day period.
- d. Mix-masters duties may include the following:
  - 1. Reports to the Airtanker/SEAT Base Manager/Air Support Group Supervisor (ASGS)/Air Operations Branch Director (AOBD), who provides daily or more frequent briefings.
  - 2. Supervises mixing and loading operations. (See important note under Mixing Crew duties and responsibilities).
  - 3. Ensures LTFR products are provided to airtanker(s) at the rate specified and for the expected duration.
  - 4. Inspects all equipment and accessory equipment such as valves, hoses, pumps, and tanks for operation.
  - 5. Takes immediate steps to ensure that personnel and equipment perform operations safely and efficiently.
  - 6. Plans the specific layout of the plant to conduct operations; is responsible for the cleanliness of the plant area.
  - 7. Maintains quality control program for the LTFR.
  - 8. Logs and reports pounds and gallons of retardant loaded to the Aircraft Timekeeper or ATB/SEAT Manager.
  - 9. Ensures the safety and welfare of personnel working around the plant.
  - 10. Reports all hazards and incidents/accidents immediately to the on-site Agency representative who documents the event.
  - 11. Loads LTFR.
- e. Loaders shall be capable of lifting a minimum of 50 pounds and shall assist the mix-master in performing all duties required by the mix-master.

#### 4.1.4 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

All Contractor employees shall wear appropriate Personal Protective Equipment (PPE) as required by the Agency and OSHA regulations as applicable.

- c. The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by their equipment or employees while operating under the CONTRACT, unless the cause of the incident is the result of: Public Individuals, other Agency contractors, or Agency personnel.

#### 4.2 OPERATING EQUIPMENT AND SUPPLIES

- a. Condition of Equipment:
  - 1. All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition, or that do not meet incident needs. Prior to incident use or anytime the resource is under hire, the Government may perform inspections.
  - 2. If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available.
- b. Equipment Repairs:
  - 1. Repairs to equipment shall be made by and paid for by the Contractor.
  - 2. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating.

3. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.
- d. The Contractor will be responsible for the storage and care of all LTFR product ordered to support the MRB.
- e. LTFR product type and quantities required will be ordered and managed by the Contractor personnel, based upon mutual agreement of the Contractor and the Government.
- f. Operating supplies include fuel, oil, filters, lube/oil changes shall be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

## 4.3 ENVIRONMENTAL CONTROLS

- a. The MRB site will be at least 300 feet from any waterway, including seasonal lakes or streams, if water is present.
- b. Site Spill containment plan. The Contractor and the Agency representative at the incident will jointly develop a Site Spill Management Plan.
- c. The Contractor will be responsible for the removal and disposal of chemical residue and chemical spills created in the retardant mixing area or due to accident or negligence of MRB personnel. All clean-up and disposal will be accomplished in accordance with state and federal environmental regulations.
- d. Spills that result from Aircraft companies, Agency personnel, other contractors, or natural disaster will not be the Contractor's responsibility. The Contractor may be required to assist in the clean-up efforts. Any additional cost associated with the clean-up must be approved by the contracting officer.
- e. All wash-down water generated from cleaning aircraft and ramp surfaces shall be the ordering Agency's responsibility for disposal.
- f. At the close of the assignment, unused mixed LTFR and wash-down water created from retardant equipment clean-up is the responsibility of the host Agency.
- g. At locations where wastewater collection and/or containment are shared by Contractor and agency, disposal costs may be pro-rated based on estimated gallons generated by the Government or Contractor.
- h. All chemical spills into waterways or other identified avoidance areas, regardless of responsibility, will be reported to the Incident Commander, through the on-site agency representative and to the CO or COR within 24 hours of the time of the spill. Information regarding fire chemical misapplications can be found at <https://www.fs.fed.us/managing-land/fire/chemicals>.
- i. Contractors using untreated water sources (i.e. stream, river, lake, reservoir, canal, etc.) for MRB operations must comply with Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations, PMS 444, January 2017 <https://www.nwcg.gov/sites/default/files/publications/pms444.pdf>.
- j. Contractors using untreated water sources (i.e. stream, river, lake, reservoir, canal, etc), shall comply with all federal, state and local regulations regarding protection of aquatic species when drafting from these waters. Fish strainers meeting National Marine Fisheries Service (NMFS) design parameters will be required when drafting from fish-bearing streams. Refer to "Water Drafting Specifications" National Marine Fisheries Service, Southwest Region, August 2001 for more information on fish screens.
- k. The Contractor shall possess an environmental plan. The plan will be approved by the Government and shall be maintained with the MRB at all times when operating.

## 5.0 DELIVERABLES / SCHEDULES / MEETINGS

### 5.1 KEY DELIVERABLES

- a. The contractor shall maintain a mobile retardant base operating plan which includes at a minimum: mixing, loading, recirculation, and retardant maintenance operations, equipment inspection, quality assurance test procedures, safety, training, and harassment prevention.
- b. The contractor shall maintain records of all required quality assurance testing and results.
- c. The contractor shall maintain records of retardant usage and loading operations.

- d. Delivery Address - Deliverables must be submitted to the CO and the COR electronically.
- e. Method of Delivery - Electronic copies must be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format) or Adobe pdf, as specified by the COR/designee. Reports must be provided in Microsoft Word. Briefings must be provided in Microsoft PowerPoint. Electronic submission shall be made via email, unless otherwise agreed to by the Government.

## 5.2 SCHEDULE / MEETINGS

The table below provides recommended timeframes for deliverable completion, but is negotiable based on the Contractor's collaboration with the CO and/COR.

Deliverable/Meetings	Due Date	Format	Frequency
Post-Award Meeting	Within 30 business days of contract award	As determined	One-time
ROD Performance Summary Sheet	Every day of operations, per MRB	Per Contract / Agreement	Daily (one per MRB in operation)
Performance Period After Action Review	November 1 - January 1 of each year	As determined	Annually
Pre-Work Meeting	As scheduled	As determined	As scheduled
Administration Meeting	As scheduled	As determined	As scheduled

## 6.0 GOVERNMENT FURNISHED ITEMS

### 6.1 RELATED TO LTFR PRODUCT

Not applicable

### 6.2 RELATED TO MRB SERVICES

The Government shall provide an area for the Contractor to operate such as a facility and water. All other items are Contractor provided. The Government shall provide the following to support MRB operations:

- a. Water - Water at a rate of 350+ Gallons per Minute (GPM) to the MRB. This may include providing water from: water tenders, pressurized source or, drafting source. All necessary 2.5" hose will be supplied by the Government.
- b. Mass Flow meters – The Government shall provide a Mass Flowmeter for each MRB ordered for Airtankers, Very Large Airtankers, and SEATs. All LTFR products loaded onto MRB AT, MRB VLAT, and MRB SEATs shall be loaded through mass flowmeters reading in total pounds delivered. Pounds will then be converted to gallons. Calibration and verification to ensure meter accuracy will be performed as stated in the Forest Service guide: "User/Procurement Manual for Retardant Measurement Mass Flowmeter". Each meter will be calibrated by the Government.

## 7.0 TRAVEL

Contractor is responsible for travel, relocation, housing, meals, incidentals, and travel expenses to support the operation and the personnel providing services to the MRB. The means of travel, lodging, meal delivery/per diem is the sole responsibility of the Contractor. All travel shall be included in the applicable prices in the Schedule of Items.



## 8.0 SECURITY REQUIREMENTS

This acquisition and resultant contracts may require temporary access to federally controlled facilities or information systems. Contractor personnel may be required to meet site specific security screening protocols.

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

**EXHIBIT D.2: RETARDANT ON DEMAND (ROD) REQUEST FORM**

Incident Name: \_\_\_\_\_ Financial Code: \_\_\_\_\_

Resource Order #: \_\_\_\_\_ LTFR Product: \_\_\_\_\_

MRB Type: \_\_\_\_\_

**I. Requested Date, Time, Estimated LTFR Product Requirement – first 48 hrs.**

Date/time to begin operation: \_\_\_\_\_ / \_\_\_\_\_

Estimated tons of LTFR Product required for first 48 hrs: \_\_\_\_\_

This Block for National Interagency Coordination Center Use Only

Actual agreed upon Date/Time to begin operation: Date: \_\_\_\_\_ Time: \_\_\_\_\_

**II. Location**

Reporting location: \_\_\_\_\_

Contact person at the Incident: \_\_\_\_\_

**III. Additional Information**

Estimated Duration of Incident \_\_\_\_\_

Dispatch Contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**National Interagency Coordination Center – 208-387-5400**

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

**EXHIBIT D.3: INSPECTION FORM**

**INSERT EXHIBIT D.3 HERE**

## **SECTION D – EXHIBITS**

### **D.3 INSPECTION REPORTS**

**ON DEMAND**

**LONG-TERM FIRE RETARDANT**



**MOBILE RETARDANT BASE - HELICOPTER (H)  
QUALITY ASSURANCE INSPECTION FORM**

Incident Name:	Incident Order #:	P Code:
Contractor:	Blanket Purchase Agreement #:	
Contractor Representative:	Cell #:	
Qualified Mix Master:	# of Contract Employees:	
On-Site Agency Representative:	Cell #:	

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may perform inspections. - B.5 (F) (1) (A)

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government Representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to point of hire, or for the time the resource was not available. - B.5 (F) (1) (B)

Contractor MRB-H Capability		In Compliance?		Remarks
		Yes	No	
1	Must be able to load mixed chemicals into helicopters at a minimum rate of 300 gallons per minute (GPM) and capable of supplying retardant at a rate of 21,000 gallons per hour. - B.4.3 (a) (1)			
2	Must be capable of providing retardant to one (1) pit at least 400 feet from mix site. - B.4.3 (a) (2)			
3	Shall be able to draft and/or pump all required water from a non-pressurized source, a distance of 300 feet, in quantities sufficient to meet the mixing and loading requirements stated above. - B.4.3 (a) (3)			
4	The Contractor shall provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory. - B.4.3 (a) (4)			

Contractor Equipment, Supplies and Maintenance		In Compliance?		Remarks
		Yes	No	
5	One (1) Open Top Mix Storage Tank: Tank must be a steel, aluminum, or similar solid tank with at least 5,000 gallon capacity. Tank must be an open top product dip tank with a minimum opening diameter of 10 feet and water depth of at least 8 feet. - B.4.3 (b) (1)			
6	One (1) Open Top Fresh Water Rinse Tank: must include at least one (1) separate steel, aluminum, or similar solid open-top fresh water rinse tank with 5,000 gallon capacity for rinsing residual retardant off helicopter loading equipment and facilitate delivery of water during mop-up and direct attack operations. Tank must be open top with a minimum opening diameter of 10 feet and water depth of at least 8 feet. Exterior and interior of tanks must be free of helicopter bucket and snorkel snag hazards such as jagged sheet metal edges, exposed screws or bolt heads and hooks. - B.4.3 (b) (2)			
7	Secondary Containment Systems: The contractor shall provide for secondary containment equivalent to 110% of the tank capacity of chemical (retardant) and fuel tanks to ensure containment of all chemicals that escape from the mixing system and portable tanks, in order to prevent run-off into year round or seasonal water sources. - B.4.3 (b) (2)			
8	1,000 feet of 4" quick-connect manifold - B.4.3 (b) (4)			
9	Connecting hoses, fittings, loading hoses and valves - B.4.3 (b) (5)			
10	Retardant Testing Kit (i.e. refractometer, Marsh Funnel & necessary supplies for quality assurance) - B.4.3 (b) (6)			
11	Base tool kit and spare parts - B.4.3 (b) (7)			
12	Forklift (if needed for powder operations) - B.4.3 (b) (9)			
13	All vehicles necessary to support operations under the contract - B.4.1 (b) (10)			
14	First aid kit and fire extinguisher rated to 2BC - B.4.1 (b) (10)			
15	Operating supplies include fuel, oil, filters, lube/oil changes shall be furnished by the Contractor (wet). The Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor. - B.5 (f) (2)			
16	Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor. - B.5 (f) (3)			
17	The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by their equipment or employees while operating under the contract, unless the cause of the incident is the result of: Public individuals, other Agency Contractors, or Agency personnel. - B.5 (f) (4)			

Retardant Supply		In Compliance?		Remarks
		Yes	No	
18	The Contractor will be responsible for the storage and care of all retardant ordered to support the MRB. - B.5 (f) (5)			

- 19 Retardant types and quantities required will be ordered by Contractor personnel based upon mutual agreement of the Contractor and Government. - B.5 (f) (6)
- 20 On hand unmixed quantities of bulk product shall be determined by the Agency. - B.5 (f) (7)

Government Provided Equipment		In Compliance?		Remarks
Yes	No			
Water at a minimum rate of 350 GPM to the MRB. This may include providing water from: water tenders, a pressurized source or drafting source. All necessary 2.5" hose will be supplied by the Government. - B.6 (a) (1)				

- 22 All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established Federal, State, and local environmental regulations as well as adherence to the USFS 5700 Manual and applicable Interagency Aviation Operations Guide specific to the ordered MRB type by all contract personnel. - B.3 (b)
- 23 Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this contract. - C.16 (a.)
- 24 The Contractor shall supply a four (4) person crew who will operate the system and provide technical services. - B.5 (a) (1)
- 25 A minimum of one (1) crewmember on all MRBs shall be a qualified mix master. - B.5 (a) (2)
- 26 Additional personnel will be ordered and provided by the Contractor for powder operations as necessary. - B.5 (a) (3)
- 27 The shall ensure only employees essential to the operation be on-site during operations. - B.5 (a) (4)
- 28 Work rest and length of assignment.  
(i) Duty shall not exceed 14 consecutive days (excluding travel)  
(ii) Duty shall not exceed 16 consecutive hours  
(iii) Personnel shall have a minimum two (2) days off work (rest) after return home from the completion of any 14 consecutive day period. - B.5 (a) (5)
- 29 All contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable. - B.5 (e)

Environmental Controls and Plans	In Compliance?		Remarks
	Yes	No	
The mobile retardant base site will be at least 300' from any waterway, including seasonal lakes or streams, if water is present. - B.5 (c) (1)			
The Contractor and the Agency Representative at the incident will jointly develop a Site Spill Management Plan. - B.5 (b) (2)			
The Retardant Contractor will be responsible for the removal and disposal of chemical residue and chemical spills created in the retardant mixing area or due to accident or negligence of retardant poersonel, All clean-up and disposal will be accomplished in accordance with local and federal environmental regulations. - B.5 (c) (3)			
All chemical spills into waterways or other identified avoidance areas will be reported to the Incident Commander through the onsite agency representative, and to the CO or COR within 24 hours of the time of the spill. Information regarding fire chemical misapplications can be found at <a href="https://www.fs.fed.us/managing-land/fire/chemicals">https://www.fs.fed.us/managing-land/fire/chemicals</a> . - B.5 (c) (8)			
Contractors using untreated water sources (i.e. stream, river, lake, reservoir, canal, etc.) for MRB operations must comply with Guide to Preventing Aquatic Invasive Species Transport by Wildland Fire Operations, PMS 444, January 2017			
<a href="https://www.nwgc.gov/sites/default/files/publications/pms444.pdf">https://www.nwgc.gov/sites/default/files/publications/pms444.pdf</a> . - B.5 (c) (9)			
The Contractor shall provide an environmental Plan. The Plan will be reviewed by the Government for acceptability. The Plan shall be maintained with the MRB at all times when operating. - B.5 (b) (10)			

- 36 Sample testing shall be performed during mixing and pumping operations in accordance with Lot Acceptance, Quality Assurance (LAQA), and Field Quality Control for Fire Retardant Chemicals, Publication Number: NFES 1245 May 2000. Retardant samples from MRB operations are excluded from the LAQA requirement for systematic one (1) quart samples submitted to National Technology and Development Program (NTDP). However, at government request, the contractor shall provide one (1) quart retardant samples for quality assurance testing. - B.5. (d) (1)
- 37 Field Quality Control testing shall be accomplished by the Contractor and monitored by the on-site Government Representative. All test results and maintained in the BPA package. - B.5. (d) (2)
- 38 The contractor shall be required to test and document every aircraft load for salt content (refractometer reading). Test results of each load shall be documented. - B.5. (d) (3)
- 39 The Contractor shall test for viscosity using either a Marsh Funnel or BrookField Viscometer, by taking samples every five (5) to ten (10) aircraft loads and analyzing samples at the end of each day. Test samples may be returned to the mix tank, rather than seeking separate disposal. Test results shall be documented. - B.5 (d) (4)
- 40 The Contractor shall re-circulate mixed and concentrated retardant as appropriate for the product. - B.5 (d) (5)
- 41 The Contractor shall test mixed retardant in storage for compliance every 7 days. - B.5. (d) (6)

Quality Assurance and Documentation	In Compliance?		Remarks
	Yes	No	
Sample testing shall be performed during mixing and pumping operations in accordance with Lot Acceptance, Quality Assurance (LAQA), and Field Quality Control for Fire Retardant Chemicals, Publication Number: NFES 1245 May 2000. Retardant samples from MRB operations are excluded from the LAQA requirement for systematic one (1) quart samples submitted to National Technology and Development Program (NTDP). However, at government request, the contractor shall provide one (1) quart retardant samples for quality assurance testing . - B.5. (d) (1)			
Field Quality Control testing shall be accomplished by the Contractor and monitored by the on-site Government Representative. All test results and maintained in the BPA package. - B.5. (d) (2)			
The contractor shall be required to test and document every aircraft load for salt content (refractometer reading). Test results of each load shall be documented . - (d) (3)		B.5.	
The Contractor shall test for viscosity using either a Marsh Funnel or BrookField Viscometer, by taking samples every five (5) to ten (10) aircraft loads and analyzing samples at the end of each day. Test samples may be returned to the mix tank, rather than seeking separate disposal. Test results shall be documented. - B.5 (d) (4)			
The Contractor shall re-circulate mixed and concentrated retardant as appropriate for the product.- B.5 (d) (5)			
The Contractor shall test mixed retardant in storage for compliance every 7 days. - B.5. (d) (6)			

**MOBILE RETARDANT BASE - SINGLE ENGINE AIRTANKER (SEAT)  
QUALITY ASSURANCE INSPECTION FORM**

Incident Name:	Incident Order #:	P Code:
Contractor:	Blanket Purchase Agreement #:	
Contractor Representative:	Cell #:	
Qualified Mix Master:	# of Contract Employees:	
On-Site Agency Representative:	Cell #:	

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may preform inspections.

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government Representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to point of hire, or for the time the resource was not available. - B.5 (e) (1)

Contractor MRB-SEAT Capability		In Compliance?		Remarks
		Yes	No	
1	Must be able to load mixed chemicals into one (1) SEAT at a minimum rate of 200 gallons per minute (GPM) and capable of supplying retardant at a rate of 12,000 gallons per hour. - B.4.4 (a) (1)			
2	Must be capable of providing retardant to one (1) pit at least 400 feet from mix site. - B.4.4 (a) (2)			
3	Shall be able to draft and/or pump all required water from a non-pressurized source, a distance of 400 feet, in quantities sufficient to meet the mixing and loading requirements stated above. - B.4.4 (a) (3)			
4	The Contractor shall provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory. - B.4.4. (a)(4)			

Contractor Equipment, Supplies and Maintenance		In Compliance?		Remarks
		Yes	No	
5	One (1) Mix Storage Tank: Tank must be a steel, aluminum, or similar solid tank with at least 2,400 gallon capacity. - B.4.4 (b) (1)			
6	Secondary Containment Systems: The contractor shall provide for secondary containment equivalent to 110% of the tank capacity of chemical (retardant) and fuel tanks to ensure containment of all chemicals that escape from the mixing system and portable tanks, in order to prevent run-off into year round or seasonal water sources. - B.4.4 (b) (2)			
7	600 feet of 4" quick-connect manifold - B.4.4 (b) (3)			
8	Connecting hoses, fittings, loading hoses and valves- B.4.4 (b) (4)			
9	Retardant Testing Kit (i.e. refractometer, Marsh Funnel & necessary supplies for quality assurance) - B.4.4 (b) (5)			
10	Base tool kit and spare parts - B.4.4 (b) (6)			
11	Mix/load pumps capable of producing 200 GPM minimum delivery to airtankers. - B.4.4 (b) (7)			
12	2 complete loading systems: Two (2) 3" loading valves (2) 50 foot X 3" pressure hose Fourteen (14) hose skates - B.4.4 (b) (8)		Two	
13	Forklift (if needed for powder operations) - B.4.4 (b) (9)			
14	All vehicles necessary to support operations under the contract. All commercial motor vehicles must meet all DOT requirements. The regulations can be found at: <a href="http://www.fmcsa.dot.gov">www.fmcsa.dot.gov</a> . - B.4.4 (b) (10)			
15	First aid kit and fire extinguisher rated to 2BC - B.4.4 (b) (11)			
16	Contractor will be responsible for providing a copy of the contract to the ordering Agency Representative upon initial arrival at the incident. - B.5 (a) (3)			
17	Operating supplies include fuel, oil, filters, lube/oil changes shall be furnished by the Contractor (wet). The Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor. - B.5 (e) (1)			
18	Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor. - B.5 (e) (2)			
19	The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by their equipment or employees while operating under the contract, unless the cause of the incident is the result of: Public individuals, other Agency Contractors, or Agency personnel. - B.5 (e) (5)			

Retardant Supply		In Compliance?		Remarks
		Yes	No	

- 20 The Government will provide retardant to support the MRB. All retardant supplied will be qualified retardant as listed on the Qualified Products List (QPL) at [https://www.fs.fed.us/rm/fire/documents/qpl\\_ret\\_2017-Sept.pdf](https://www.fs.fed.us/rm/fire/documents/qpl_ret_2017-Sept.pdf). When an authorized order(s) to maintain on hand product supply is generated, or when product is being returned for re-stocking, a load number must be assigned to each transportation action by the Contractor. The Contractor is responsible for the safe keeping and storage of retardant provided to support the MRB. Upon conclusion of services, the Contractor shall notify the Government of the amount of retardant remaining and where the returned product was delivered, and the information shall be documented on the Daily Accrual Forms. The Government shall direct the Contractor on the shipping requirements of additional
- 21 The Contractor will be responsible for the storage and care of all retardant ordered to support the MRB. - B.5 (e) (6)
- 22 Retardant types and quantities required will be ordered by Contractor personnel based upon mutual agreement of the Contractor and Government. - B.5 (e) (7)
- 23 On hand unmixed quantities of bulk product shall be determined by the Agency. - B.5 (e.) (8)

Government Provided Equipment		In Compliance?		Remarks
Yes	No			

- 24 Water at a minimum rate of 350 GPM to the MRB. This may include providing water from: water tenders, a pressurized source or drafting source. All necessary 2.5" hose will be supplied by the Government. - B.6 (a) (1)

Contractor Staffing and PPE		In Compliance?		Remarks
Yes	No			

- 26 All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established Federal, State, and local environmental regulations as well as adherence to the USFS 5700 Manual and applicable Interagency Aviation Operations Guide specific to the ordered MRB type by all contract personnel. - B.3 (b)
- 27 Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this contract. - B.3 (c.)
- 28 The Contractor shall supply a two (2) person crew who will operate the system and provide technical services. - B.5 (a) (1)
- 29 A minimum of one (1) crewmember on all MRBs shall be a qualified mix master. - B.5 (a) (2)
- 30 Additional personnel will be ordered and provided by the Contractor for powder operations as necessary. - B.5 (a) (3)
- 31 All contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable. B.5 (d)

Environmental Controls and Plans		In Compliance?		Remarks
Yes	No			

- 32 The mobile retardant base site will be at least 300' from any waterway, including seasonal lakes or streams, if water is present. - B.5 (b) (1)
- 33 The Contractor and the Agency Representative at the incident will jointly develop a Site Spill Management Plan. - B.5 (b) (1)
- 34 The Retardant Contractor will be responsible for the removal and disposal of chemical residue and chemical spills created in the retardant mixing area or due to accident or negligence of retardant personnel. All clean-up and disposal will be accomplished in accordance with local and federal environmental regulations. - B.5 (b) (3)
- 35 All chemical spills into waterways or other identified avoidance areas will be reported to the Incident Commander through the onsite agency representative, and to the CO or COR within 24 hours of the time of the spill. Information regarding fire chemical misapplications can be found at <https://www.fs.fed.us/managing-land/fire/chemicals>. - B.5 (b) (8)
- 36 The Contractor shall provide an environmental Plan. The Plan will be reviewed by the Government for acceptability. The Plan shall be maintained with the MRB at all times when operating. - B.5 (b) (9)

Quality Assurance and Documentation		In Compliance?		Remarks
Yes	No			

- 37 Sample testing shall be performed during mixing and pumping operations in accordance with Lot Acceptance, Quality Assurance (LAQA), and Field Quality Control for Fire Retardant Chemicals, Publication Number: NFES 1245 May 2000. Retardant samples from MRB operations are excluded from the LAQA requirement for systematic one (1) quart samples submitted to National Technology and Development Program (NTDP). However, at government request, the contractor shall provide one (1) quart retardant samples for quality assurance testing. - B.5. (c) (1)
- 38 Field Quality Control testing shall be accomplished by the Contractor and monitored by the on-site Government Representative. All test results and maintained in the contract package. - B.5. (c.) (2)
- 39 The contractor shall be required to test and document every aircraft load for salt content (refractometer reading). Test results of each load shall be documented. - B.5. (c.) (3)
- 40 The Contractor shall test for viscosity using either a Marsh Funnel or BrookField Viscometer, by taking samples every five (5) to ten (10) aircraft loads and analyzing samples at the end of each day. Test samples may be returned to the mix tank, rather than seeking separate disposal. Test results shall be documented. - B.5 (c.) (4)
- 41 The Contractor shall re-circulate mixed and concentrated retardant as appropriate for the product. - B.5 (c.) (5)
- 42 The Contractor shall test mixed retardant in storage for compliance every 7 days. - B.5. (c.) (6)

	Payment Documentation	In Compliance?		Remarks
		Yes	No	
43	Contractor personnel shall complete the Portable Mixing System Daily Operations Report Form (Exhibit D-3) each day documenting all charges applicable to the Mobile Retardant Base. The Contractor shall include all costs associated with retardant on the form. - B.7 (a)			
44	The Contractor shall complete appropriate Retardant Mixing Summary Sheets (Exhibit D-4) for each load of retardant loaded into aircraft. Retardant Mixing Summary Form can be found in Appendix 1 of the Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals guide or a reasonable alternative form. - B.7 (b)			
45	The Contractor shall provide a copy of the Portable Mixing Systems Daily Operations Report Form and the appropriate Retardant Mixing Summary sheets with the submission of each invoice. - B.7 (c)			

**MOBILE RETARDANT BASE - AIRTANKER (AT)  
QUALITY ASSURANCE INSPECTION FORM**

Incident Name:	Incident Order #:	P Code:
Contractor:	Blanket Purchase Agreement #:	
Contractor Representative:	Cell #:	
Qualified Mix Master:	# of Contract Employees:	
On-Site Agency Representative:	Cell #:	

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may preform inspections. - B.5 (f) (1) (a)  
If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government Representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to point of hire, or for the time the resource was not available. - B.5 (f) (1) (b)

Contractor MRB-AT Capability		In Compliance?		Remarks
		Yes	No	
1	Must be able to load mixed chemicals into an aircraft 3" Camlock loading port at a minimum rate of 400 gallons per minute (GPM) and capable of mixing retardant at a rate of 100,000 gallons over a 12 hour period. - B.4.1 (a) (1)			
2	Must be capable of providing retardant to two (2) pits at least 150' apart (not simultaneously). - B.4.1 (a) (2)			
3	Shall be able to draft and/or pump all required water from a non-pressurized source, a distance of 400 feet, in quantities sufficient to meet the mixing and loading requirements stated above. - B.4.1 (a) (3)			
4	The Contractor shall provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory. - B.4.1. (a)(4)			
5	Retardant contract personnel shall provide their own meals during periods of daily availability to include extended standby			

Contractor Equipment, Supplies and Maintenance		In Compliance?		Remarks
		Yes	No	
6	One (1) Mix Storage Tank: Tank must be a steel, aluminum, or similar solid tank with at least 5,000 gallon capacity. - B.4.1 (b) (1)			
7	Secondary Containment Systems: The contractor shall provide secondary containment for all chemical tanks, fuel tanks and mixing systems. Containment systems shall be deployed during all operations capable of holding 110% of the largest tank capacity - B.4.1 (b) (2)			
8	1,000' of 4" quick-connect manifold - B.4.1 (b) (3)			
9	Connecting hoses, fittings, loading hoses and valves- B.4.1 (b) (4)			
10	Retardant Testing Kit (i.e. refractometer, Marsh Funnel & necessary supplies for quality assurance) - B.4.1 (b) (5)			
11	Base tool kit and spare parts - B.4.1 (b) (6)			
12	Mix/load pumps capable of producing 400 GPM minimum delivery to airtankers. - B.4.1 (b) (7)			
13	2 complete loading systems: Two (2) 3" loading valves (2) 50 foot X 3" pressure hose Fourteen (14) hose skates - B.4.1 (b) (8)		Two	
14	Forklift (if needed for powder operations) - B.4.1 (b) (9)			
15	All vehicles necessary to support operations under the contract. All commercial motor vehicles must meet all DOT requirements. The regulations can be found at: <a href="http://www.fmcsa.dot.gov">www.fmcsa.dot.gov</a> . - B.4.1 (b) (10)			
16	First aid kit and fire extinguisher rated to 2BC - B.4.1 (b) (11)			
17	Contractor will be responsible for providing a copy of the contract to the ordering Agency Representative upon initial arrival at the incident. - B.5 (a) (3)			
18	Operating supplies include fuel, oil, filters, lube/oil changes shall be furnished by the Contractor (wet). The Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor. - B.5 (e) (1)			
19	Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor. - B.5 (e) (2)			
20	The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by their equipment or employees while operating under the contract, unless the cause of the incident is the result of: Public individuals, other Agency Contractors, or Agency personnel. - B.5 (e) (5)			

Retardant Supply		In Compliance?		Remarks
		Yes	No	

- 21 The Government will provide retardant to support the MRB. All retardant supplied will be qualified retardant as listed on the Qualified Products List (QPL) at [https://www.fs.fed.us/rm/fire/documents/qpl\\_ret\\_2017-Sept.pdf](https://www.fs.fed.us/rm/fire/documents/qpl_ret_2017-Sept.pdf). When an authorized order(s) to maintain on hand product supply is generated, or when product is being returned for re-stocking, a load number must be assigned to each transportation action by the Contractor. The Contractor is responsible for the safe keeping and storage of retardant provided to support the MRB. Upon conclusion of services, the Contractor shall notify the Government of the amount of retardant remaining and where the returned product was delivered, and the information shall be documented on the Daily Accrual Forms. The Government shall direct the Contractor on the shipping requirements of additional
- 22 The Contractor will be responsible for the storage and care of all retardant ordered to support the MRB. - B.5 (e) (6)
- 23 Retardant types and quantities required will be ordered by Contractor personnel based upon mutual agreement of the Contractor and Government. - B.5 (e) (7)
- 24 On hand unmixed quantities of bulk product shall be determined by the Agency. - B.5 (e.) (8)

		In Compliance?		Remarks
Government Provided Equipment		Yes	No	

- 25 Water at a minimum rate of 350 GPM to the MRB. This may include providing water from: water tenders, a pressurized source or drafting source. All necessary 2.5" hose will be supplied by the Government. - B.6 (a) (1)
- 26 The Government shall provide a Mass Flow Meter for each MRB-AT. All retardant shall be loaded through mass flow meters reading in total pounds delivered. Pounds will then be converted to gallons. Calibration and verification to insure meter accuracy will be performed as stated in the Forest Service guide: "User/Procurement Manual for Retardant Measurement Mass Flow Meter". Each meter will be calibrated by the Government. -B.6 (a) (2)

Contractor Staffing and PPE		In Compliance?		Remarks
Yes	No			

- 27 All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established Federal, State, and local environmental regulations as well as adherence to the USFS 5700 Manual and applicable Interagency Aviation Operations Guide specific to the ordered MRB type by all contract personnel. - B.3 (b)
- 28 Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this contract. - B.3 (c.)
- 29 The Contractor shall supply a three (3) person crew who will operate the system and provide technical services. - B.5 (a) (1)
- 30 A minimum of one (1) crewmember on all MRBs shall be a qualified mix master. - B.5 (a) (2)
- 31 Additional personnel will be ordered and provided by the Contractor for powder operations as necessary. - B.5 (a) (3)
- 32 All contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable. B.5 (d)

Environmental Controls and Plans		In Compliance?		Remarks
Yes	No			

- 33 The mobile retardant base site will be at least 300' from any waterway, including seasonal lakes or streams, if water is present. - B.5 (b) (1)
- 34 The Contractor and the Agency Representative at the incident will jointly develop a Site Spill Management Plan. - B.5 (b) (1)
- 35 The Retardant Contractor will be responsible for the removal and disposal of chemical residue and chemical spills created in the retardant mixing area or due to accident or negligence of retardant personnel. All clean-up and disposal will be accomplished in accordance with local and federal environmental regulations. - B.5 (b) (3)
- 36 All chemical spills into waterways or other identified avoidance areas will be reported to the Incident Commander through the onsite agency representative, and to the CO or COR within 24 hours of the time of the spill. Information regarding fire chemical misapplications can be found at <https://www.fs.fed.us/managing-land/fire/chemicals>. - B.5 (b) (8)
- 37 The Contractor shall provide an environmental Plan. The Plan will be reviewed by the Government for acceptability. The Plan shall be maintained with the MRB at all times when operating. - B.5 (b) (9)

Quality Assurance and Documentation		In Compliance?		Remarks
Yes	No			

- 38 Sample testing shall be performed during mixing and pumping operations in accordance with Lot Acceptance, Quality Assurance (LAQA), and Field Quality Control for Fire Retardant Chemicals, Publication Number: NFES 1245 May 2000. Retardant samples from MRB operations are excluded from the LAQA requirement for systematic one (1) quart samples submitted to National Technology and Development Program (NTDP). However, at government request, the contractor shall provide one (1) quart retardant samples for quality assurance testing. - B.5. (c) (1)
- 39 Field Quality Control testing shall be accomplished by the Contractor and monitored by the on-site Government Representative. All test results and maintained in the contract package. - B.5. (c.) (2)
- 40 The contractor shall be required to test and document every aircraft load for salt content (refractometer reading). Test results of each load shall be documented. - B.5. (c.) (3)

- 41 The Contractor shall test for viscosity using either a Marsh Funnel or BrookField Viscometer, by taking samples every five (5) to ten (10) aircraft loads and analyzing samples at the end of each day. Test samples may be returned to the mix tank, rather than seeking separate disposal. Test results shall be documented. - B.5 (c.) (4)
- 42 The Contractor shall re-circulate mixed and concentrated retardant as appropriate for the product.- B.5 (c.) (5)
- 43 The Contractor shall test mixed retardant in storage for compliance every 7 days. - B.5. (c.) (6)

	Payment Documentation	In Compliance?		Remarks
		Yes	No	
44	Contractor personnel shall complete the Portable Mixing System Daily Operations Report Form (Exhibit D-3) each day documenting all charges applicable to the Mobile Retardant Base. The Contractor shall include all costs associated with retardant on the form. - B.7 (a)			
45	The Contractor shall complete appropriate Retardant Mixing Summary Sheets (Exhibit D-4) for each load of retardant loaded into aircraft. Retardant Mixing Summary Form can be found in Appendix 1 of the Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals guide or a reasonable alternative form. - B.7 (b)			
46	The Contractor shall provide a copy of the Portable Mixing Systems Daily Operations Report Form and the appropriate Retardant Mixing Summary sheets with the submission of each invoice. - B.7 (c)			



**MOBILE RETARDANT BASE - VERY LARG AIRTANKER (VLAT)  
QUALITY ASSURANCE INSPECTION FORM**

Incident Name:	Incident Order #:	P Code:
Contractor:	Blanket Purchase Agreement #:	
Contractor Representative:	Cell #:	
Qualified Mix Master:	# of Contract Employees:	
On-Site Agency Representative:	Cell #:	

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government may preform inspections.

If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by Government Representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to point of hire, or for the time the resource was not available. - B.5 (e) (1)

Contractor MRB-VLAT Capability		In Compliance?		Remarks
		Yes	No	
1	Must be able to load mixed chemicals into an aircraft 3" Camlock loading port at a minimum rate of 600 gallons per minute (GPM) and capable of mixing retardant at a rate of 100,000 gallons over a 12 hour period. - B.4.2 (a) (1)			
2	Shall be able to draft draft and/or pump all required water from a non-pressurized source, a distance of 400 feet, in quantities sufficient to meet the mixing and loading requirements stated above. - B.4.2 (a) (3)			
3	The Contractor shall provide all equipment, personnel, transportation, and other items needed to meet the requirements, and assist the Agency with managing retardant inventory. - B.4.2. (a) (4)			
4	Retardant contract personnel shall provide their own meals during periods of daily availability to include extended standby			

Contractor Equipment, Supplies and Maintenance		In Compliance?		Remarks
		Yes	No	
5	Mix Storage Tank(s) (one (1) or two (2) separate tanks): Tank(s) must be a steel, aluminum, or similar solid tank with at least 10,000 gallon capacity. - B.4.2 (b) (1)			
6	Secondary Containment Systems: The contractor shall provide secondary containment for all chemical tanks, fuel tanks and mixing systems. Containment systems shall be deployed during all operations capable of holding 110% of the largest tank capacity - B.4.2 (b) (2)			
7	1,000 feet of 4" quick-connect manifold - B.4.2 (b) (3)			
8	Connecting hoses, fittings, loading hoses and valves- B.4.2 (b) (4)			
9	Retardant Testing Kit (i.e. refractometer, Marsh Funnel & necessary supplies for quality assurance) - B.4.2 (b) (5)			
10	Base tool kit and spare parts - B.4.2 (b) (6)			
11	Mix/load pumps capable of producing 600 GPM minimum delivery to airtankers. - B.4.2 (b) (7)			
12	Forklift (if needed for powder operations) - B.4.2 (b) (8)			
13	All vehicles necessary to support operations under the contract. All commercial motor vehicles must meet all DOT requirements. The regulations can be found at: <a href="http://www.fmcsa.dot.gov">www.fmcsa.dot.gov</a> . - B.4.2 (b) (9)			
14	First aid kit and fire extinguisher rated to 2BC - B.4.2 (b) (10)			
15	Contractor will be responsible for providing a copy of the contract to the ordering Agency Representative upon initial arrival at the incident. - B.5 (a) (3)			
16	Operating supplies include fuel, oil, filters, lube/oil changes shall be furnished by the Contractor (wet). The Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor. - B.5 (e) (1)			
17	Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor. - B.5 (e) (2)			
18	The Contractor will be responsible for all accidents, injuries, breakdowns, and equipment malfunctions suffered by their equipment or employees while operating under the contract, unless the cause of the incident is the result of: Public individuals, other Agency Contractors, or Agency personnel. - B.5 (e) (5)			

Retardant Supply		In Compliance?		Remarks
		Yes	No	
19	The Government will provide retardant to support the MRB. All retardant supplied will be qualified retardant as listed on the Qualified Products List (QPL) at <a href="https://www.fs.fed.us/rm/fire/documents/qpl_ret_2017-Sept.pdf">https://www.fs.fed.us/rm/fire/documents/qpl_ret_2017-Sept.pdf</a> . When an authorized order(s) to maintain on hand product supply is generated, or when product is being returned for re-stocking, a load number must be assigned to each transportation action by the Contractor. The Contractor is responsible for the safe keeping and storage of retardant provided to support the MRB. Upon conclusion of services, the Contractor shall notify the Government of the amount of retardant remaining and where the returned product was delivered, and the information shall be documented on the Daily Accrual Forms. The Government shall direct the Contractor on the shipping requirements of additional			

- 20 The Contractor will be responsible for the storage and care of all retardant ordered to support the MRB. - B.5 (e) (6)
- 21 Retardant types and quantities required will be ordered by Contractor personnel based upon mutual agreement of the Contractor and Government. - B.5 (e) (7)
- 22 On hand unmixed quantities of bulk product shall be determined by the Agency. - B.5 (e.) (8)

Government Provided Equipment		In Compliance?		Remarks
		Yes	No	
23	Water at a minimum rate of 350 GPM to the MRB. This may include providing water from: water tenders, a pressurized source or drafting source. All necessary 2.5" hose will be supplied by the Government. - B.6 (a) (1)			
24	The Government shall provide a Mass Flow Meter for each MRB-VLAT. All retardant shall be loaded through mass flow meters reading in total pounds delivered. Pounds will then be converted to gallons. Calibration and verification to insure meter accuracy will be performed as stated in the Forest Service guide: "User/Procurement Manual for Retardant Measurement Mass Flow Meter". Each meter will be calibrated by the Government. -B.6 (a) (2)			

- 25 All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established Federal, State, and local environmental regulations as well as adherence to the USFS 5700 Manual and applicable Interagency Aviation Operations Guide specific to the ordered MRB type by all contract personnel. - B.3 (b)
- 26 Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this contract. - B.3 (c.)
- 27 The Contractor shall supply a five (5) person crew who will operate the system and provide technical services. - B.5 (a) (1)
- 28 A minimum of one (1) crewmember on all MRBs shall be a qualified mix master. - B.5 (a) (2)
- 29 Additional personnel will be ordered and provided by the Contractor for powder operations as necessary. - B.5 (a) (3)
- 30 All contractor employees will wear appropriate personal protective equipment (PPE) as required by the Agency and OSHA regulations as applicable. B.5 (d)

Contractor Staffing and PPE		In Compliance?		Remarks
		Yes	No	
31	The mobile retardant base site will be at least 300' from any waterway, including seasonal lakes or streams, if water is present. - B.5 (b) (1)			
32	The Contractor and the Agency Representative at the incident will jointly develop a Site Spill Management Plan. - B.5 (b) (1)			
33	The Retardant Contractor will be responsible for the removal and disposal of chemical residue and chemical spills created in the retardant mixing area or due to accident or negligence of retardant personnel. All clean-up and disposal will be accomplished in accordance with local and federal environmental regulations. - B.5 (b) (3)			
34	All chemical spills into waterways or other identified avoidance areas will be reported to the Incident Commander through the onsite agency representative, and to the CO or COR within 24 hours of the time of the spill. Information regarding fire chemical misapplications can be found at <a href="https://www.fs.fed.us/managing-land/fire/chemicals">https://www.fs.fed.us/managing-land/fire/chemicals</a> . - B.5 (b) (8)			
35	The Contractor shall provide an environmental Plan. The Plan will be reviewed by the Government for acceptability. The Plan shall be maintained with the MRB at all times when operating. - B.5 (b) (9)			

- 36 Sample testing shall be performed during mixing and pumping operations in accordance with Lot Acceptance, Quality Assurance (LAQA), and Field Quality Control for Fire Retardant Chemicals, Publication Number: NFES 1245 May 2000. Retardant samples from MRB operations are excluded from the LAQA requirement for systematic one (1) quart samples submitted to National Technology and Development Program (NTDP). However, at government request, the contractor shall provide one (1) quart retardant samples for quality assurance testing. - B.5. (c) (1)
- 37 Field Quality Control testing shall be accomplished by the Contractor and monitored by the on-site Government Representative. All test results and maintained in the contract package. - B.5. (c.) (2)
- 38 The contractor shall be required to test and document every aircraft load for salt content (refractometer reading). Test results of each load shall be documented. - B.5. (c.) (3)
- 39 The Contractor shall test for viscosity using either a Marsh Funnel or BrookField Viscometer, by taking samples every five (5) to ten (10) aircraft loads and analyzing samples at the end of each day. Test samples may be returned to the mix tank, rather than seeking separate disposal. Test results shall be documented. - B.5 (c.) (4)
- 40 The Contractor shall re-circulate mixed and concentrated retardant as appropriate for the product. - B.5 (c.) (5)
- 41 The Contractor shall test mixed retardant in storage for compliance every 7 days. - B.5. (c.) (6)

Quality Assurance and Documentation		In Compliance?		Remarks
		Yes	No	

Payment Documentation		In Compliance?		Remarks
		Yes	No	

- 42 Contractor personnel shall complete the Portable Mixing System Daily Operations Report Form (Exhibit D-3) each day documenting all charges applicable to the Mobile Retardant Base. The Contractor shall include all costs associated with retardant on the form. - B.7 (a)
- 43 The Contractor shall complete appropriate Retardant Mixing Summary Sheets (Exhibit D-4) for each load of retardant loaded into aircraft. Retardant Mixing Summary Form can be found in Appendix 1 of the Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals guide or a reasonable alternative form. - B.7 (b)
- 44 The Contractor shall provide a copy of the Portable Mixing Systems Daily Operations Report Form and the appropriate Retardant Mixing Summary sheets with the submission of each invoice. - B.7 (c)

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

**EXHIBIT D.4: RETARDANT ON DEMAND PERFORMANCE EVALUATION**

(Reference: FAR 42.15)

Contractor: _____	Agreement No: _____ Incident Name: _____ Inclusive Dates: _____
<b>Ratings:</b> Summarize Contractor performance and circle the descriptive rating corresponding to each rating category. The rating official must provide specific details and comments supporting each rating assigned (see attached rating definitions from FAR Table 42-1).	
<b>Quality of Services</b>	Comments: _____
	Exceptional
	Very Good
	Satisfactory
	Marginal
	Unsatisfactory
<b>Equipment</b>	Comments: _____
	Exceptional
	Very Good
	Satisfactory
	Marginal
	Unsatisfactory
<b>Schedule:</b>  <b>Timeliness of Performance</b>	Comments: _____
	Exceptional
	Very Good
	Satisfactory
	Marginal
	Unsatisfactory
<b>Business Relations:</b>  <b>Working With Government and Other Contractors</b>	Comments: _____
	Exceptional
	Very Good
	Satisfactory
	Marginal
	Unsatisfactory

ORIGINAL – CO – (TBD), COPY 1 - CONTRACTOR; COPY 2 – USING AGENCY

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

Contractor: _____		Agreement No: _____ Incident Name: _____ Inclusive Dates: _____	
<b>Management of Key Personnel</b>	Comments: _____		
			Exceptional
			Very Good
			Satisfactory
			Marginal
			Unsatisfactory
Key Personnel Performance: Name: _____		Comments: _____	
Name: _____		Comments: _____	
Name: _____		Comments: _____	
Given the choice, would you select this Contractor again? <input type="checkbox"/> Yes <input type="checkbox"/> No   Explain.			
Rating Official Name/Title: _____ Signature: _____ Phone Number: _____ Date: _____ E-Mail Address: _____			
Contractor Representative Name/Title: _____ Signature: _____ Phone Number: _____ Date: _____			

**Any Contractor comments regarding this performance evaluation must be submitted, in writing, to the Contracting Officer within 30 days of receipt by the Contractor's Representative.**

Original -CO - (TBD), Copy 1 - CONTRACTOR; Copy 2 – USING AGENCY

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

**PERFORMANCE RATING DEFINITIONS (FROM FAR 42.15 - TABLE 42-1)**

**Quality of Services and Equipment**

**Very Good:** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory:** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal:** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Unsatisfactory:** Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

**Schedule: Timeliness of Performance**

**Very Good:** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory:** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal:** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Unsatisfactory:** Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

**Business Relations and Management of Key Personnel**

**Very Good:** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory:** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal:** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Unsatisfactory:** Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

**All Rating Factors**

**Exceptional:** Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. *Note: It is expected that this rating will be used in those RARE circumstances where contractor performance clearly exceeds the performance levels described as "Very Good".*

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

**EXHIBIT D.5: ROD DAILY PERFORMANCE SHEET**

**INSERT EXHIBIT D.5 HERE**

**EXHIBIT D.5 - On-Demand Daily Performance Summary Report**

Agreement Number:	_____	Date:	_____
System (H, SEAT, LAT, VLAT, GT):	_____	Fire Code Number:	_____
Fire Resource Number:	_____	Start Time / End Time:	_____
Fire Name / Location:	_____	Agency Site Representative:	_____
Ordering Agency / Forest:	_____	Product / Price per Ton	_____

**On-Demand LTFR Product Summary Report**

Long-Term Fire Retardant (LTFR)	Product (lbs.)	Rate per lbs.	Cost	Transportation - Shipping Number	Load Contents	Cost
Beginning Inventory (lbs.)						
LTFR Received (lbs.)						
LTFR Mixed (lbs.)						
Ending Inventory (lbs.)						
LTFR Sold (lbs.)						
Total LTFR:				*Note: Shipping is only for LTFR Product only.		Total - Cost Reimbursed:

**On-Demand Support Services Summary Report**

Support Services	Rate	Qty	Total	Optional Support Services	Rate	Qty	Total
Daily (H, SEAT, LAT, VLAT, GT):				Additional Dip Tank:			
Mileage:				Water Storage:			
Relocation Fee:				Additional Pump Station:			
Crew Change Out Fee:				Additional Loading System:			
Extended Standby:				Additional Hose:			
Total Support Services:				Total Optional Support Services:			

**Approvals and Signatures**

Contractor	Agency Representative
Name (printed): _____	Name (printed) _____
Signature: _____	Signature: _____
Telephone: _____	Telephone: _____

**Notes**

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

**EXHIBIT D.6: LAQA SAMPLE FORM (DATED 03/01/2014)**

Insert LAQA Sample Form

## Exhibit D.6 - LAQA Sample Form

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