



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

# CONTRACT NOTIFICATION

\*\*\*\*\* MANDATORY \*\*\*\*\*

CONTRACT NUMBER: **1-06-68-02**

DESCRIPTION: **WATER ENHANCING  
FIRE SUPPRESSANT CHEMICALS**

CONTRACTOR: **ICL PERFORMANCE PRODUCTS LP**

EFFECTIVE DATES: **6/22/2006** THROUGH **3/31/2007**

SUPERSEDES CONTRACT NO.: **NONE**

AREA: **STATEWIDE**

DISTRIBUTION: **CA DEPT OF FORESTRY AND  
FIRE PROTECTION**

\* TAX: Add appropriate sales and use tax.  
Exempt from Federal Excise Tax.

\*Food contracts are tax exempt.

A handwritten signature in cursive script that reads "Rita Hamilton".

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,  
or call: Contract Administrator, **WILLIAM RODRIGUEZ** 916-375-4462

**Contract (Mandatory): 1-06-68-02**

**SUPPLIER ID:** 799954  
**NAME:** ICL PERFORMANCE PRODUCTS LP  
**ADDRESS:** 810 E MAIN ST  
ONTARIO, CA 91761

**CONTACT:** 909-983-0772                      **EDWARD GOLDBERG**  
**FAX NUMBER:** 909-984-4770  
**TERMS OF PAYMENT:** Net  
**FOB:** Destination  
**MINIMUM ORDER:** AS SPECIFIED

**SMALL BUSINESS  
REFERENCE NUMBER:** 36805

**Contract (Mandatory): 1-06-68-02**

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE	
1	6810-681-1002-9	799954	GL	FIRE RETARDANT (FULL SERVICE) Full Service for Grass Valley Airtanker Base by furnishing water enhancing fire suppressant chemicals and any equipment and labor needed to mix and load such chemicals into Airtankers.	VARIABLE	
				Product: PHOS-CHEK AQUAGEL-K Mix Ratio: 0.36% (0.0300 #/gal) Package: 35# Bag		
SEE ATTACHMENT FOR CONCENTRATED PRODUCT PRICE INFORMATION.						
2	6810-681-1002-9	799954	GL	FIRE RETARDANT (FULL SERVICE) Full Service for Columbia Airtanker Base by furnishing water enhancing fire suppressant chemicals and any equipment and labor needed to mix and load such chemicals into Airtankers.	VARIABLE	
				Product: PHOS-CHEK AQUAGEL-K Mix Ratio: 0.42% (0.0350 #/gal) Package: 35# Bag		
SEE ATTACHMENT FOR CONCENTRATED PRODUCT PRICE INFORMATION.						

**Contract (Mandatory): 1-06-68-02**

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
3	6810-681-1002-9	7999954	GL	FIRE RETARDANT (FULL SERVICE) Full Service for Ukiah Airtanker Base by furnishing Water Enhancing Fire Suppressant Chemicals and Any Equipment and Labor Needed to Mix and Load such Chemicals into Airtankers.	VARIABLE
				Product: PHOS-CHEK AQUAGEL-K Mix Ratio: 0.40% (0.0333 #/gal) Package: 35# Bag	
SEE ATTACHMENT FOR CONCENTRATED PRODUCT PRICE INFORMATION.					
4	6810-681-1002-9	7999954	GL	FIRE RETARDANT (FULL SERVICE) Full Service for Rohnerville Airtanker Base by furnishing Water Enhancing Fire Suppressant Chemicals and Any Equipment and Labor Needed to Mix and Load such Chemicals into Airtankers.	VARIABLE
				Product: PHOS-CHEK AQUAGEL-K Mix Ratio: 0.45% (0.0375 #/gal) Package: 35# Bag	
SEE ATTACHMENT FOR CONCENTRATED PRODUCT PRICE INFORMATION.					

**Contract (Mandatory): 1-06-68-02**

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
5	6810-681-1002-9	799954	GL	FIRE RETARDANT (FULL SERVICE) Full Service for Sonoma Airtanker Base by furnishing Water Enhancing Fire Suppressant Chemicals and Any Equipment and Labor Needed to Mix and Load such Chemicals into Airtankers.	VARIABLE
				Product: PHOS-CHEK AQUAGEL-K Mix Ratio: 0.45% (0.0375 #/gal) Package: 35# Bag	
SEE ATTACHMENT FOR CONCENTRATED PRODUCT PRICE INFORMATION.					
6	6810-681-1002-9	799954	GL	FIRE RETARDANT (FULL SERVICE) Full Service for Hollister Airtanker Base by furnishing Water Enhancing Fire Suppressant Chemicals and Any Equipment and Labor Needed to Mix and Load such Chemicals into Airtankers.	VARIABLE
				Product: PHOS-CHEK AQUAGEL-K Mix Ratio: 0.55% (0.0458 #/gal) Package: 35# Bag	
SEE ATTACHMENT FOR CONCENTRATED PRODUCT PRICE INFORMATION.					

**Contract (Mandatory): 1-06-68-02**

ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
7	6810-681-1002-9	799954	GL	FIRE RETARDANT (FULL SERVICE) Full Service for Paso Robles Airtanker Base by furnishing Water Enhancing Fire Suppressant Chemicals and Any Equipment and Labor Needed to Mix and Load such Chemicals into Airtankers.	VARIABLE
				Product: PHOS-CHEK AQUAGEL-K Mix Ratio: 0.60% (0.0500 #/gal) Package: 35# Bag	
SEE ATTACHMENT FOR CONCENTRATED PRODUCT PRICE INFORMATION.					
8	6810-681-1002-9	799954	GL	FIRE RETARDANT (FULL SERVICE) Full Service for Hemet-Ryan Airtanker Base by furnishing Water Enhancing Fire Suppressant Chemicals and Any Equipment and Labor Needed to Mix and Load such Chemicals into Airtankers.	VARIABLE
				Product: PHOS-CHEK AQUAGEL-K Mix Ratio: 0.50% (0.0417 #/gal) Package: 35# Bag	
SEE ATTACHMENT FOR CONCENTRATED PRODUCT PRICE INFORMATION.					
9	6850-909-0001-5	799954	VA	CHMICL-DGS/PROCUREMENT USE ONLY	VARIABLE

**DESCRIPTION:** This contract is to provide FULL SERVICE FOR 8 CALIFORNIA BASES by furnishing WATER ENHANCING FIRE SUPPRESSANT CHEMICALS and any equipment and labor needed to mix and load such retardant into air-tankers. This contract is for the exclusive use of the California Department of Forestry and Fire Protection (CDF). The contract shall be from June 22, 2006 through March 31, 2007. At the option of the State, the contract may be extended for two additional one-year periods.

**PRICE:**

Prices shall be guaranteed for through the initial period of the contract, through March 31, 2007. Price increases shall be considered for optional extension years. (See Section E-4, p. 14 of CDF Special Provisions regarding Economic Price Adjustment.)

**PAYMENT TERMS:** Payment Terms for the Department of Forestry and Fire Protection during the annually declared fire season are **75 days ARO**. This provision is pursuant to Government (State) Code 927.11 (a) and further clarifies "Required Payment Date" noted in Section 30 of the General Provisions.

**SALES TAX:**

Sales tax is not to be included on the bid or in the bid pricing. If awarded this bid, sales tax should be added at time of invoicing. The sales tax rate applied to the invoice is the tax applicable in the delivery area.

**ORDERING PROCEDURE:**

For the purpose of order tracking, CDF will complete a Contract/Delegation Form (Std. 65) indicating contract number, bid item number, product description, unit price and extension on each order and submit it directly to the contractor. The contractor shall confirm receipt of order by return fax confirmation to CDF.

CDF shall send Std. 65 copies to: DGS – Procurement Division  
Attn: Data Entry Unit  
P. O. Box 989052  
West Sacramento, CA 95798-9052

**INVOICING REQUIREMENTS:**

The contractor is to render invoices as instructed on individual orders. Invoicing shall be monthly – costs for chemical concentrate, labor, and equipment shall each be separately noted. Invoicing for the cost of equipment and test equipment shall be only allowed during the normal base operational period, plus any early or late base opening periods approved by the State. The state will not pay equipment charges when the base is closed. Invoices shall include the order number, the contract number, the commodity code number, quantity, unit price, and extensions. State sales and/or use tax is to be added to each invoice.

**SUPPLIER MUST ACCEPT ORDERS BY FACSIMILE OR E-MAIL TRANSMISSION:**

By signing and submitting this solicitation, bidder agrees to accept orders either by facsimile or e-mail transmission. Please show business facsimile number and/or e-mail

address below. If more than one location is participating in this contract, please provide additional facsimile numbers and e-mail addresses on an attachment to your bid submittal. (The DOF reserves the right to order by facsimile or e-mail.)

**Facsimile Number: (909) 984-4770      E-Mail Address: Kathy.Burch@icl-pplp.com**

**Contact Name: Kathy Burch                      Contact Telephone Number: (909) 983-0772**

**CONTRACTOR LOCATION:**

Please list below the location to which individual orders should be sent:

Company Name:    ICL Performance Products LP  
Street Address:    810 East Main Street  
City, State, Zip:    Ontario, CA 91761  
Person to contact: Kathy Burch  
Phone No.:        (909) 983-0772  
Fax No.:            (909) 984-4770  
Manufacturing  
plant location:    Ontario, CA

**EMERGENCY PURCHASES:**

In the event of an emergency, the State may purchase any required line item from other than the contractor.

**EXTRAORDINARY EXTENSION OPTION:**

In the event of an extraordinary circumstance the State may extend the contract for up to an additional year beyond the stated term and any noted extensions. Extensions during this period may occur in increments until the establishment of a new contract (not to exceed one-year). Exercise of this option may occur in the event that a replacement contract cannot be established due to the protest of an intent to award, or loss of key procurement staff, or extraordinary circumstance that would otherwise cause an unanticipated disruption in the contracting process.

If necessary, prices may be increased during an extraordinary extension option period, to the extent that the price is determined to be "fair and reasonable." Requests for price increase(s) shall include substantiated information to support the proposed increase (e.g., manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, and any other substantiating information as requested by the State). In no event will price increases be accepted with retroactive effective dates.

**PREVAILING WAGE:**

Requirement deleted (Addendum 5).

## PRICING PAGES

### PRICING PAGES INFORMATION

Contractor will supply, store, mix, and load fire suppressant chemicals into airtankers. There is no minimum quantity guarantee – quantities shown in **Exhibit H-2** are for evaluation purposes only.

This is a requirements-type contract, per each airtanker base, awarded by Item number. Only qualifying products will be accepted for award purposes.

**Indicate the product offered on the Pricing Pages.** Also show product Lot Number, if applicable, the packaging offered (bulk, bulk-bag, tote, sack, etc.), and the mix ratio being bid for each base.

Price quotes will be for the amount of product required to prepare quantities of fire chemicals mixed to the ratio **or flow rate** shown in Exhibit H – 7. Prices offered are for the full term of the contract, and **are guaranteed through March 31, 2007.**

**Total Concentrated Product Price** should be for the amount of product required to mix **700,000 gallons**, as shown on Pricing Pages - A for each base, at the mix ratio **or flow rate** shown in Exhibit H - 7. The Concentrated Product Price tables with volume breaks shown on the Pricing Pages – A are provided for the bidder's convenience if the bidder chooses to offer a volume price discount, but, there is no requirement for a volume price discount. Bidders may charge the same price for all product used if they so desire.

#### **Product Requirements/ Delivered F.O.B. Destination**

All prices shall be delivered F.O.B. Destination to the listed air attack bases.

#### **Calculation of Total Bid Price**

The Total Bid Price for each location will be the total of the Concentrated Product Price, the Labor Price, the Grand Total for Miscellaneous Services from Pricing Page B, and Equipment Price.

#### **Calculation of Chemical Concentrate Bid per Location**

For bidding purposes, the number of pounds of suppressant chemical concentrate required to mix the annual average gallons of mixed fire chemical for each base must be derived from the mix ratios or flow rates shown in Exhibit H-7. These flow rates and mix ratios are for a colored mixture. Addition of colorants can cause changes in viscosity which may then require the addition of more concentrate to achieve the desired viscosity.

The chemical properties of water can have a significant effect on the viscosity of the mixed solution after the chemical concentrate is mixed with water. For example: water hardness can have a significant effect on the mix ratio of superabsorbent polymers, requiring more chemical to be mixed with hard water than would be required to achieve a mixture of the same viscosity using softer water. Other properties of water may also affect the required mix ratio.

Product Price: Bidders must quote a price per pound of fire chemical concentrate for the first 100,000 gallons of mixed product delivered, and then a price per unit for each additional increment of 200,000 gallons delivered.

Dry Concentrate Example: Base: Hollister:

Product Bid: Phos-Chek D75-F; mix ratio = 1.2 lbs. of concentrate / gal. water  
Calculation: **700,000 gal.** \* 1.2 lbs. concentrate per mixed gal. = **840,000 lbs.** concentrate

Price offered = \$0.50 per pound; Total Product Price = **840,000** \* \$0.50 = **\$420,000**

Liquid Concentrate Example: Base: Hollister:

Product Bid: ThermoGel 200L; mix ratio: 1.27%; concentrate = 9.185 lbs./gal  
Calculation: 1.27% \* 9.185 lbs. = 0.11665 lbs. concentrate / gal. water  
700,000 gal. \* 0.11665 lbs. concentrate per mixed gallon = **81,655** lbs.concentrate

Price offered = \$4.176 per pound; Total Product Price = **81,655** \* \$4.176 = **\$340,991**

Colorant Price: The price offered shall include the cost of colorant to meet the requirements stated in Exhibit H-7 and H-8. After award, mixtures of the chemical concentrate, colorant and water from the base will be evaluated by CDF to determine whether they meet the flow rate or mix ratios and colorant requirements stated in Exhibits H-7 and H-8.

Labor Price: Price for the contractor-provided labor to provide mixed fire chemicals under the terms of the contract. Price quoted will be the total Labor Price for the Required Delivery period, and will not include labor costs for any of the Miscellaneous Services shown on Pricing Page B.

Equipment Price: The Equipment Price is the charge for the contractor-provided equipment for the operational period of the base. The Equipment Price includes any Test Equipment that may be required. Note: The state will only pay for the cost of equipment and test equipment during the Required Delivery Period. The state will not pay equipment charges when the base is closed. In the event that bases are open before or after the normal operational dates, the State will pay the appropriate equipment rate per day for each day that the base is open – these extra days will be included in the monthly bill. State payment for Equipment shall not exceed the amount shown for Equipment for the base noted in the Price Pages, and payment shall be distributed over the normal base operational period.

For evaluation purposes, The Daily Equipment Charge Outside Required Delivery Period (Pre-Delivery, Post-Delivery, and Optional Delivery Periods) shown in Pricing Page B cannot exceed the “Equipment Price for Required Delivery Period” divided by the number of days in the Required Delivery Period on Pricing Pages A.

### Price Rounding

See “Bidder Instructions,” Para. 4, “Prices,” regarding price rounding.

**PRICING PAGES - A**

Item No.                                      Airtanker Base                                      Required Delivery Period

**01**    **Grass Valley**    **6/16 – 10/15**

Product Offered: Phos-Chek AquaGel-K                                      Lot No.: N/A

Mix Ratio: 0.36% (0.0300 #/gal)                                      Package Offered: 35# Bag

**Concentrated Product Price**

PRICING CATEGORY	Gallons of mixed product	CONCENTRATE PRICE/LB.	LBS.	AMOUNT
A. Zero to 100,000 gallons	100,000	\$11.67	3000	\$35,010
B. 100,001 to 300,000 gallons	200,000	\$10.00	6000	\$60,000
C. 300,001 gallons to 500,000	200,000	\$9.34	6000	\$56,040
D. 500,001 gallons and over	200,000	\$8.34	6000	\$50,040
E. Total Concentrated Prod. Price	700,000	XXXXXXXX	XXX	\$201,090

**Total Concentrated Product Price (F.O.B. Destination)                                      \$201,090.00**

**Labor Price for Required Delivery Period                                      \$ 84,580.00**

**Grand Total Misc. Services (from Pricing Page B)                                      \$ 540.00**

**Equipment Price for Required Delivery Period                                      \$ 6,120.00**

**TOTAL BID PRICE (Product + Labor + Equipment)                                      \$292,330.00**

**PRICING PAGES – A**

Item No.                                      Airtanker Base                                      Required Delivery Period

**02**    **Columbia**    **6/16 – 10/15**

Product Offered: Phos-Chek AquaGel-K                                      Lot No.: N/A

Mix Ratio: 0.42% (0.0350 #/gal)                                      Package Offered: 35# Bag

**Concentrated Product Price**

PRICING CATEGORY	Gallons of mixed product	CONCENTRATE PRICE/LB.	LBS.	AMOUNT
A. Zero to 100,000 gallons	100,000	\$10.86	3500	\$38,010
B. 100,001 to 300,000 gallons	200,000	\$9.72	7000	\$68,040
C. 300,001 gallons to 500,000	200,000	\$9.72	7000	\$68,040
D. 500,001 gallons and over	200,000	\$8.57	7000	\$59,990
E. Total Concentrated Prod. Price	700,000	XXXXXXXX	XXX	\$234,080

**Total Concentrated Product Price (F.O.B. Destination)                                      \$234,080.00**

**Labor Price for Required Delivery Period                                      \$ 93,950.00**

**Grand Total Misc. Services (from Pricing Page B)                                      \$ 540.00**

**Equipment Price for Required Delivery Period                                      \$ 8,790.00**

**TOTAL BID PRICE (Product + Labor + Equipment)                                      \$337,360.00**

**PRICING PAGES – A**

Item No.                                      Airtanker Base                                      Required Delivery Period

**03**    **Ukiah**    **6/16 – 10/15**

Product Offered: Phos-Chek AquaGel-K                                      Lot No.: N/A

Mix Ratio: 0.40% (0.0333 #/gal)                                      Package Offered: 35# Bag

**Concentrated Product Price**

PRICING CATEGORY	Gallons of mixed product	CONCENTRATE PRICE/LB.	LBS.	AMOUNT
A. Zero to 100,000 gallons	100,000	\$12.00	3330	\$39,960
B. 100,001 to 300,000 gallons	200,000	\$11.40	6660	\$75,924
C. 300,001 gallons to 500,000	200,000	\$9.30	6660	\$61,938
D. 500,001 gallons and over	200,000	\$7.50	6660	\$49,950
E. Total Concentrated Prod. Price	700,000	XXXXXXXX	XXX	

**Total Concentrated Product Price (F.O.B. Destination)                                      \$227,772.00**

**Labor Price for Required Delivery Period                                      \$ 89,833.00**

**Grand Total Misc. Services (from Pricing Page B)                                      \$ 540.00**

**Equipment Price for Required Delivery Period                                      \$ 15,240.00**

**TOTAL BID PRICE (Product + Labor + Equipment)                                      \$333,385.00**

**PRICING PAGES – A**

Item No.                                      Airtanker Base                                      Required Delivery Period

**04**    **Rohnerville**    **6/16 – 10/15**

Product Offered: Phos-Chek AquaGel-K                                      Lot No.: N/A

Mix Ratio: 0.45% (0.0375 #/gal)                                      Package Offered: 35# Bag

**Concentrated Product Price**

PRICING CATEGORY	Gallons of mixed product	CONCENTRATE PRICE/LB.	LBS.	AMOUNT
A. Zero to 100,000 gallons	100,000	\$14.67	3750	\$55,012.50
B. 100,001 to 300,000 gallons	200,000	\$9.74	7500	\$73,050.00
C. 300,001 gallons to 500,000	200,000	\$8.80	7500	\$66,000.00
D. 500,001 gallons and over	200,000	\$8.00	7500	\$60,000.00
E. Total Concentrated Prod. Price	700,000	XXXXXXXX	XXX	\$254,062.50

**Total Concentrated Product Price (F.O.B. Destination)                                      \$254,062.50**

**Labor Price for Required Delivery Period                                      \$ 77,300.00**

**Grand Total Misc. Services (from Pricing Page B)                                      \$ 540.00**

**Equipment Price for Required Delivery Period                                      \$ 8,880.00**

**TOTAL BID PRICE (Product + Labor + Equipment)                                      \$340,782.50**

**PRICING PAGES – A**

Item No.                                      Airtanker Base                                      Required Delivery Period  
  
**05**    **Sonoma**    **6/16 – 10/15**

Product Offered: Phos-Chek AquaGel-K                                      Lot No.: N/A

Mix Ratio: 0.45% (0.0375 #/gal)                                      Package Offered: 35# Bag

**Concentrated Product Price**

PRICING CATEGORY	Gallons of mixed product	CONCENTRATE PRICE/LB.	LBS.	AMOUNT
A. Zero to 100,000 gallons	100,000	\$12.00	3750	\$45,000
B. 100,001 to 300,000 gallons	200,000	\$11.40	7500	\$85,500
C. 300,001 gallons to 500,000	200,000	\$9.30	7500	\$69,750
D. 500,001 gallons and over	200,000	\$7.50	7500	\$56,250
E. Total Concentrated Prod. Price	700,000	XXXXXXXX	XXX	\$256,500

**Total Concentrated Product Price (F.O.B. Destination)                                      \$256,500.00**

**Labor Price for Required Delivery Period                                      \$ 93,600.00**

**Grand Total Misc. Services (from Pricing Page B)                                      \$ 540.00**

**Equipment Price for Required Delivery Period                                      \$ 12,510.00**

**TOTAL BID PRICE (Product + Labor + Equipment)                                      \$363,150.00**







**PRICING PAGE B-- MISCELLANEOUS SERVICES**

Prices for the following Miscellaneous Service Items, shall be provided below, not to exceed the noted amounts. When ordered by the State and performed by the Contractor, the prices bid below will be paid at these bid rates:

- (a) Off-load product (price per occurrence) \$ 0  
(not to exceed \$60.00 per occurrence)
  
- (b) Reload product into aircraft (price per occurrence) \$ 0  
(not to exceed \$40.00 per occurrence)
  
- (c) Load aircraft with water (price per occurrence) \$ 0  
(not to exceed \$40.00 per occurrence)
  
- (d) Extended Ready Delivery Status (price per occurrence) \$ 40.00  
(not to exceed \$40.00 per person/hr)
  
- (e) Call-up Outside Required Delivery Period \$ 500.00  
 (Pre-Delivery, Post-Delivery, and Optional Delivery Periods)  
(price per day guarantee, not to exceed \$500.00)
  
- (f) Daily Equipment Charge Outside Required Delivery Period \$ 0  
 (Pre-Delivery, Post-Delivery, and Optional Delivery Periods)  
(price per day guarantee). The price per day guarantee **cannot exceed** the "Equipment Price for Required Delivery Period" divided by the number of days in the Required Delivery Period on Pricing Pages A. (For actual payment, see "EXCEPTION" on page 9.)

**GRAND TOTAL PRICING PAGE B** (a+b+c+d+e+f) \$ 540.00  
 (This is the evaluation amount for Miscellaneous Services)

**IN ADDITION, THE STATE WILL PAY THE FOLLOWING:**

- (g) Product will be supplied to support other needs as requested by the base manager at the **concentrate** prices, regardless of whether it is mixed or concentrate, as requested. **Concentrate Prices**

**Note: These Prices Apply To All Bid Items**

CDF SPECIAL PROVISIONS  
FULL SERVICE - FIRE SUPPRESSANT CHEMICALS  
Contract 1-06-68-02

**SECTION A - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**A-1 SCOPE OF CONTRACT- Full-Service for Fire Suppressant Chemicals**

(a) The Contractor shall supply, mix, store, and load approved fire suppressant chemicals into airtankers or as directed for use in suppression of wildland fires. Contract includes personnel necessary for operating the retardant base as specified herein.

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

(c) The supplying of retardant into the aircraft shall include all equipment (except State furnished), labor, and fire suppressant chemicals necessary for the handling of the retardant.

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

(e) Contractor furnished equipment shall be sufficient to meet daily peak demand as specified in Section H, and capable of providing a loading rate of 300 gallons per minute to a maximum of 400 gallons per minute per loading pit simultaneously.

**A-2 STATE FURNISHED PROPERTY**

The State will provide State furnished property to the Contractor at the bases as listed in Exhibit H-1. State furnished property will be available at the time of contract award. Contractors are encouraged to visit the site to verify the information contained in this section. State furnished equipment is available "as is, where is". No contractor repairs or modifications to state-furnished equipment are permitted.

**A-3 CONTRACTOR FURNISHED PROPERTY**

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

The Contractor shall provide continuous flow or batch mixing equipment:

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

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

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

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

CDF SPECIAL PROVISIONS  
FULL SERVICE - FIRE SUPPRESSANT CHEMICALS  
Contract 1-06-68-02

(e) The Contractor shall provide such equipment as may be needed to supplement the State-furnished property described in Exhibit H-1 to store the chemical concentrate, to mix the chemical concentrate with water, to store the mixed chemical (if necessary), and to pump the mixed chemical into airtankers.

(f) To prevent airtanker overloading, the Contractor shall provide one flow meter for each loading pit (as designated in Exhibit H-1) to measure the amount of chemical being pumped into the airtanker. The meter must have an accuracy of at least +/- 1%. Meters shall be at least equal to McCrometer Model RE200-000. The flow meter must provide a digital display at or near the loading hose connection to the airtanker, showing the gallons that have passed through the flow meter, so that the loader can monitor the number of gallons loaded in the air-tanker.

(g) The Contractor shall also provide any equipment necessary to move chemical concentrate from storage into the mixing system. The Contractor shall connect such equipment to State-furnished electrical service and water service, and to the mixed chemical plumbing and piping system. The Contractor will make all such connections in a temporary manner that will allow the quick removal of the equipment. Examples of such temporary connection methods are the use of flexible hoses with band clamps, bolt-together flanges, and/or camlock fittings for liquid lines, plug-in connections for electrical lines, etc. The State will provide appropriate mating connectors to match those provided by the Contractor.

Reimbursement for this equipment is allowed the Pricing pages.

(h) If the existing State-furnished dry or wet chemical containment structures and equipment are inadequate for the Contractor's operations, the Contractor will provide any additional needed equipment, including spill containment structures.

(i) Contractor will furnish a trailer or portable building to provide office space and break room/ready room space for contractor employees. Contractor's employees will share use of all other CDF facilities, except for barracks facilities.

**A-4 REMOVAL OF CONTRACTOR-FURNISHED PROPERTY**

(a) Chemicals and/or equipment components remaining at the end of a contract period may be held in State owned tank(s) or facilities, upon the written request of the Contractor and approved by the CDF Base Manager.

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

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

CDF SPECIAL PROVISIONS  
FULL SERVICE - FIRE SUPPRESSANT CHEMICALS  
Contract 1-06-68-02

**A-5 STATE RESPONSIBILITIES**

- (a) The movement and parking of aircraft for the loading of retardant will not be performed by Contractor personnel.
- (b) The movement of motor vehicles on the aircraft-loading ramp will be done only under the authorization of the CDF Base Manager.
- (c) The State will be responsible to inspect and provide oversight to testing as described in Section E-5 Testing.
- (d) The State will perform Lot Acceptance and Quality Assurance (LA/QA) testing on samples of chemical provided by the vendor. LA/QA testing is CDF's means of spot-checking the various chemicals used by different bases and assuring that a high standard of quality is maintained by the chemical manufacturing companies and the contractors.
- (e) The State will provide electrical service for Contractor's office/ready room facility.
- (f) The State will provide fuel only for contractor-owned gasoline-powered backup systems.
- (g) The State will provide refuse disposal service for Contractor operations.

**A-6 CONTRACTOR'S RESPONSIBILITIES**

- (a) The Contractor shall provide well-trained, competent personnel to mix, load, store, and off-load fire chemicals. All work under this contract shall be performed timely and in a skillful, professional manner. The Contracting Officer may, in writing, require the Contractor to remove from the work site any employee the Contracting Officer deems incompetent, unsafe, careless or otherwise objectionable or for theft, possession and/or removal of materials, supplies, equipment or any State-owned or leased property.
  - (1) Minimum qualifications for each crew member shall consist of classroom and on-the-job training, which includes mixing procedures, aircraft type and capability, OSHA standards, and understanding of the base operating plan. Hot reloading training will be accomplished in conjunction with agency personnel in accordance with procedures as outlined in the Interagency Airtanker Base Operations Guide and the base specific hot-reloading plan.
  - (2) Documentation of training shall be provided to the CDF Base Manager.
- (b) The Contractor shall keep all equipment and supplies at each base clean, neat, orderly, and painted in colors that are pre-approved and acceptable to the Contracting Officer. All empty chemical containers and other litter shall be picked up and disposed of at least daily. All chemical containers must be kept neatly stored.

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- (c) The Contractor shall be responsible for cleaning up all spillages caused by mixing and loading operations. The contractor shall remove spillage from loading ramps and shall keep equipment free from chemical accumulations.
- (d) The Contractor shall comply with the base operating plan. A copy can be obtained through the CDF Base Manager.
- (e) As a minimum, the Contractor will perform testing in accordance with Sections C-4 and E-1.
- (f) The Contractor shall comply with the safety and health standards applicable to chemical mixing and loading operations. (Reference CalOSHA General Industry Safety Orders, Title 8, California Code of Regulations.) The Contractor shall also develop and post an operations plan, which has been developed in concert with the CDF base operating plan. The plan will include as a minimum:
  - (1) an employee organization chart showing lines of authority,
  - (2) a complete list of duty assignments for each position,
  - (3) a description of proper work procedures for each assignment,
  - (4) a description of personal protective equipment to be worn while performing duty assignments,
  - (5) a safety briefing with a list of safety rules for the operation, and,
  - (6) a plan to provide follow-up training for all personnel.

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

(g) Inappropriate Behavior: It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment, including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the base. Possession or use of these substances will result in the contractor being ordered to remove the employee from the premises. Contractor personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being ordered to remove the employee from the premises.

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

**A-7 TECHNICAL REQUIREMENTS**

- (a) All aircraft shall be loaded as directed by the CDF Base Manager.
- (b) The Contractor will be required to hot load all airtankers.

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

(d) The Contractor shall provide continuous flow loading capabilities for fire chemical delivery into the aircraft and any storage capacity necessary to meet the daily peak demand as specified in Exhibit H-1. This will be provided with the loading capability of a minimum rate of 300 gallons per minute and maximum of 400 gallons per minute except for Single Engine Airtankers, which will be loaded at 200 gallons per minute.

(e) The Contractor shall provide sufficient personnel to perform simultaneous loading of airtankers at all loading pits.

(f) The Contractor shall provide off-load storage capacity as specified in Exhibit H-1, "Other Base Needs," separate from base storage tanks and loading facilities. This storage capacity shall also have appropriate temporary spill containment capability. Temporary spill containment may be accomplished with the erection of a liquid-proof basin that the off-load storage tanks can be placed inside of until such time as they can be emptied and the contents properly disposed of.

## SECTION B - PACKAGING AND MARKING

### **B-1 PACKING FOR DOMESTIC SHIPMENT**

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

Also see Paragraph 12 of the General Provisions.

## SECTION C – INSPECTION AND ACCEPTANCE

### **C-1 INSPECTION OF SUPPLIES – FIXED-PRICE**

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

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

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review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C-2 RESPONSIBILITY FOR SUPPLIES**

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

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

- (1) Delivery of the supplies to a carrier, if transportation is F.O.B. Origin; or
- (2) Acceptance by the State or delivery of the supplies to the State at the destination specified in the contract, whichever is later, if transportation is F.O.B. Destination.

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

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

**C-3 INSPECTION AND ACCEPTANCE OF MIXED PRODUCT**

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

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

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

**C-4 TESTING**

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

(b) Quality assurance testing is the testing done at the base or at off-site laboratories at the discretion of the State to ensure that product going to the field is of proper quality.

(c) Quality assurance testing shall be performed on the product concentrate and on the mixed product in accordance with "Lot Acceptance, Quality Assurance, and Field Quality Control for Fire Retardant Chemicals", Publication Number: NFES 1445, if applicable. If those procedures are not applicable to the product bid, then the bidder will provide CDF with the appropriate testing procedures. The Bidder will furnish Field Quality Control testing procedures for the product bid to CDF with the bid at the time of submittal. Field Quality Control testing shall be accomplished by the Contractor and monitored by the CDF Base Manager. Concentrated product that fails to pass the manufacturer's prescribed acceptance tests for quality assurance will be rejected at no cost to the State.

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(d) Following award of the contract CDF and the contractor will develop a product mix ratio and flow rate table for the delivered colored product at each base. These tables will be used for quality assurance and control testing.

(e) Water hardness, acidity and conductivity are factors that may affect flow rate of water enhancer mixtures. If the contractor can document changes in water chemistry from the levels shown in Exhibit H - 7, and can demonstrate that these changes have affected the flow rate of the mixed product by more than +/- 5%, CDF will allow an official change in the mix ratio needed to achieve the bid flow rate. Official changes in the mix ratio will be allowed no more than once every seven days. Changes in hardness, acidity, and conductivity must be measured with scientific instruments, and such measurements must be witnessed by the CDF Air Attack Officer or Base Manager.

(f) Quality Control Testing is the testing done at the base to ensure that mixed product loaded into the airtanker is of proper consistency. Quality control testing will be performed using a Marsh funnel with a 3/16" tip, and samples will be compared to the bid flow rates shown in Exhibit H – 7 and to the mix ratio and flow rate table referenced in section (d) above. All test results shall be recorded and maintained for future reference. Air Attack Officers and/or Base Managers are responsible for oversight of quality control testing and for insuring that the following is accomplished:

- (1) The Contractor shall be required to test every aircraft load to ensure that it meets quality control standards. The Airtanker Base Manager may waive this testing requirement for some loads.
- (2) The Contractor shall test for the proper mix ratio by taking samples every five to ten aircraft loads and analyzing samples at the end of each day.
- (3) The Contractor shall re-circulate mixed and concentrated chemical as appropriate for the product.
- (4) The Contractor shall test mixed chemical in storage for compliance every 7 days.

**SECTION D - DELIVERIES OR PERFORMANCE**

**D-1 CLAUSES INCORPORATED BY REFERENCE**

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

**D-2 CONTRACT PERIOD AND OPTION TO EXTEND THE TERM OF THE CONTRACT**

The first year contract period shall be for the 2006 fire season – the contract dates are noted for each location in the Pricing Pages. At the option of the State, the contract may be extended for two additional one-year periods. The State will provide 90 day written notice of the State's intent to extend the contract. If extended a second or third year, the contract start period shall be as noted in Pricing Pages-A.

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**D-3 DELIVERY LOCATION**

Shipment of deliverable items, other than reports, are designated in the Pricing pages.

**D-4 REQUIRED DELIVERY PERIOD**

The required delivery period for each location(s) is designated in the Pricing pages.

**D-5 PRE- AND POST-PERIOD DELIVERY**

The State reserves the right to order chemicals for up to 45 days **before or** after the Required Delivery Period at the prices specified in the contract. During the Pre or Post-Period, the Contractor must deliver chemicals as specified herein within 24 hours of receipt of an order.

**D-6 OPTIONAL PERIOD DELIVERY**

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

**D-7 READY DELIVERY STATUS**

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

(b) The normal operating day is 10 ½ hours and should be bid accordingly. The CDF Base Manager shall establish and may change the times of the normal operating day by issuance of a work order as necessary. However, the normal operating day may not exceed the number of hours stated herein unless aircraft are being loaded OR unless the mixing crew is ordered to be in extended ready delivery status. There will be no extended ready delivery status until the passage of 10 ½ hours.

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

**D-8 RETURN-TO-READY DELIVERY STATUS**

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

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

**D-9 AUTHORIZED BREAKS**

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

**D-10 FAILURE TO PERFORM**

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

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

(c) The State reserves the right to use other products and/or services on a fire-by-fire basis if CDF determines that the performance of the product bid is unsatisfactory for the fire behavior of that particular fire.

**D-11 STATE OPERATION OF CONTRACTOR PLANT**

During or outside of the required delivery period, the State may operate the chemical mixing plant on an intermittent and short-term basis if Contractor personnel are not available. The State will attempt to contact the Contractor to secure their approval prior to operating the plant. Payment for the chemicals will be made at the applicable bid rate as noted in the Pricing pages.

**D-12 ADDITIONAL ORDERING REQUIREMENTS**

Orders given to maintain Ready Delivery Status during the Required Delivery Period, Pre-, Post-, or Optional Period may be made orally and will be documented in writing by the CDF Base Manager.

**D-13 FOOD AND DRINK**

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

**SECTION E - CONTRACT ADMINISTRATION**

**E-1 METHOD OF MEASUREMENT FOR PRODUCT CONCENTRATE**

The primary method of measurement will be by physical inventory, with the calculation method used as a backup check. These methods will be used in accordance with the following:

(a) Inventory Method

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(1) The Contractor shall deliver bulk chemical concentrate by the pound to each base, record the number of pounds delivered, and attach the truck weight invoices to the Fire Chemical Inventory and Use Worksheet. (See Exhibit H-4.)

(2) The pounds of dry or liquid concentrate chemicals on hand will be calculated and entered on the Retardant Inventory/Use Worksheet as follows

(A) Bulk chemical concentrate on hand at the retardant base at the beginning of the inventory period (maximum 2 weeks), plus

(B) Pounds of chemical concentrate contained in the mixed chemical on hand at the base at the beginning of the inventory period, plus

(C) Total pounds of chemical concentrate delivered to the retardant base, less

(D) Bulk chemical concentrate on hand at the retardant base at the end of the inventory period, less

(E) Pounds of chemical concentrate contained in the mixed chemicals on hand at the base at the end of the inventory period.

(b) Calculation Method

(1) The CDF Base Manager will advise the Contractor of the concentration to be delivered for each airtanker load. The basis for payment will be the number of pounds of dry or liquid chemical concentrate in each airtanker load.

(2) The quantity and mix ratios of all gallons of mixed chemical dispensed, and all other services, will be recorded on the Daily Fire Chemical Use Record (Exhibit H-5). This form shall be completed on a daily basis.

(3) At the end of the inventory period, the CDF Base Manager will calculate the amount of chemical concentrate that should have been used, based on the gallons dispensed and the mix ratio of those gallons.

(4) The Base Manager will then compare the calculated amount of chemical used to the results obtained from the Inventory Method described above. Significant differences indicate that the actual mix ratios are different from the recorded mix ratios. This means that mix ratio calculations and the performance of the mixing system must be rechecked and, if necessary, re-calibrated.

**E-2 BASIS OF PAYMENT**

(a) Chemical Product Price

(1) Payment will be made monthly at the applicable bid rate in the Pricing Pages, per pound, of chemical concentrate delivered into aircraft during that month. Unit prices for each item in Pricing Category A, B, C and D will be applied until the gallons or

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pounds of chemical concentrate delivered exceeds that category quantity limit; i.e., first, category A unit price will be applied until the category A quantity limit is reached; then the category B unit price comes into effect until the quantity limit in category B is reached, and so forth. For all quantities of chemical over and including the starting quantity for the last category, the unit price for that category will be applied until the end of the contract period.

The Concentrated Product Price tables with volume breaks shown on the Pricing Pages – A are provided for the bidder's convenience if the bidder chooses to offer a volume product discount, but, there is no requirement for a volume price discount. Bidders may charge the same price for all product used if they so desire.

(2) When mixed chemical is tested in accordance with Section C-4, and the quality falls outside the acceptable quality range, an appropriate payment deduction will be made by the Contracting Officer.

(b) Labor Price: See Pricing Pages.

(c) Miscellaneous Services

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

(2) Extended Ready Delivery Status. The Contractor will be paid at an hourly rate (rounded to the next full hour) specified in Pricing Page B for each authorized crew member whenever the Agency requires ready delivery status in excess of the applicable normal working day hours (See Section D-7, Ready Delivery Status). The first 10½ hours of Ready Delivery Status each day will be considered the normal operating day.

(3) Call-Up Outside Required Delivery Period. When required to be in Ready Delivery Status during the 45 day Pre-, Post-, or Optional Periods, a minimum of 3 days call-up is guaranteed. If during the pre-delivery, or post-delivery, or optional delivery periods less than 10,000 gallons of mixed chemical is pumped in any day, the amount provided in Pricing Page B, Miscellaneous Services, shall be paid, not to exceed the noted amount.

(4) Daily Equipment Charge Outside Required Delivery Period. The price per day guarantee **cannot exceed** the "Equipment Price for Required Delivery Period" divided by the number of days in the Required Delivery Period on Pricing Pages A.

(5) Reimbursement for Mobilization and Demobilization Costs

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

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

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

(6) Equipment Price: see Pricing Pages

**E-3 PAYMENT PROCEDURES**

(a) The Cumulative Retardant Use/Payment Summary shall be used for payment processing (See Exhibit H-6). The Retardant Use Record and/or Retardant Inventory/Use Worksheet shall support each payment summary.

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

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

(d) Payment Terms applicable to the Department of Forestry and Fire Protection are noted in "Payment Terms," page 4 of the solicitation.

**E-4 ECONOMIC PRICE ADJUSTMENT**

Contract rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the contract work. The increases or decreases used in establishing the contract rates will be those indicated by the changes in the following price index:

(a) Product:

Producer Price Index, Finished Goods, Commodity Group 06 –  
Chemicals and Allied Products.

The actual percentage change will be adjusted to the price per ton (and gallon), applicable to 60 percent of contract unit prices.

(b) Employment Cost Index, Total Compensation

Good Producing – Manufacturing

The actual change applicable to 40 percent of contract unit prices.

In the event of substantial revision to the method of calculating an index is used by the Bureau of Labor Statistics, US Department of Labor, or the Index is discontinued, the Contracting Officer will select a comparable Index for use under the contract.

The newly adjusted rates will become effective at the time contract renewal is exercised. The basis for establishing the new rates will be the changes in the index over the

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calendar year (January – December) immediately prior to the year in which the adjustment occurs.

The rates will be derived by multiplying the actual percentage changes in the index times the rates in effect for the calendar year immediately preceding the calendar year in which the adjustment becomes effective. The results will be added to or subtracted from the contract rates to become the newly adjusted rates. Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract including renewals, shall not exceed 30% of the initial contract rates. The rates to be adjusted are the contract Product Price per ton of retardant concentrate and the Equipment Price.

**SECTION F - SPECIAL REQUIREMENTS**

**F-1 POST AWARD CONFERENCE**

Post award conferences will be held with the successful bidder(s) in order to verify the types of connections that the State must provide to connect to the Contractor-furnished equipment connectors. The conferences will be scheduled by the Contracting Officer or a designated representative of the CDF as soon as possible after the award of the contract at a mutually convenient time.

**F-2 INSURANCE COVERAGE**

The Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below. The actual Certificate of Insurance must be presented to the Contracting Officer's Representative no less than 15 days prior to the start of the Required Delivery Period.

Workers' Compensation/Employer's Liability

(a) Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

(b) This section replaced by revised section (a) above.

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

(d) See Section 21 of the attached General Provisions. The insurance coverage is required to have the state shown as an "additional insured" on the policy.

**F-3 REQUIREMENTS**

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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the State's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Except as this contract otherwise provides, the State shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

**F-4 OPTION TO EXTEND THE TERM OF THE CONTRACT**

This Section deleted per Addendum 5. See Section D-2.

**F-5 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of the California Office of Environmental Health Hazard Assessment's (OEHHA) "Proposition 65 Governor's List" of chemicals known to the state to cause cancer or reproductive toxicity. (including revisions adopted during the term of the contract). The list is at this site:

[http://www.oehha.ca.gov/prop65/prop65\\_list/Newlist.html](http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html).

(Scroll to the bottom for a link to either a MS Excel or pdf version of the list.)

(b) The Bidder must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.  
(If none, insert "None")

\_\_\_\_\_

NONE

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The bidder must provide a description of the product degradation and/or decomposition process for the product bid, including a description of all intermediate and final products of such process, and Material Safety Data Sheets for all such intermediate and final products of the degradation and/or decomposition process.

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(e) The apparently successful Bidder agrees to submit, for each item as required prior to award, a Material Safety Data Sheet for all hazardous material identified in paragraph (b) of this clause, whether or not the apparently successful Bidder is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Bidder being considered non-responsible and ineligible for award.

(f) If, after award, there is a change in the composition of the item(s) or a revision to the material defined as hazardous under the latest version of the California Office of Environmental Health Hazard Assessment's "Proposition 65", which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(g) Neither the requirements of this clause nor any act or failure to act by the State shall relieve the Contractor of any responsibility or liability for the safety of State, Contractor, or subcontractor personnel or property.

(h) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(i) The State's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to:

(i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) obtain medical treatment for those affected by the material; and

(iii) have others use, duplicate, and disclose the data for the State for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) above, in precedence over any other clause of this contract providing for rights in data.

(3) The State is not precluded from using similar or identical data acquired from other sources.

(j) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDSs), meeting the requirements for all hazardous materials identified in paragraph (b) of this clause.

(k) For items shipped to consignees, the Contractor shall include a copy of the MSDSs with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDSs to consignees in

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advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(l) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDSs in or on each shipping container. If affixed to the outside of each container, the MSDSs must be placed in a weather resistant envelope.

**F-6 EXTRAS**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

**F-7 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and
- (5) the character of equipment and facilities needed preliminary to and during work performance.

(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the State, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State.

(c) The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the State. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

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**F-8 PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the State, 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.

**F-9 CHANGES--FIXED-PRICE**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the State in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**F-10 STATE-FURNISHED PROPERTY (See also Section A-2)**

(a) The State shall deliver to the Contractor, at the time and locations stated in this contract, the State-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when-

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- (1) The Contractor submits a timely written request for an equitable adjustment; and
  - (2) The facts warrant an equitable adjustment.
- (b) Title to State-furnished property shall remain in the State. The Contractor shall use the State-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for State inspection at all reasonable times.
- (c) Upon delivery of State-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except-
- (1) For reasonable wear and tear;
  - (2) To the extent property is consumed in performing this contract; or
  - (3) As otherwise provided for by the provisions of this contract.
- (d) Upon completing this contract, the Contractor shall follow the instructions of the CDF Base Manager regarding the disposition of all State-furnished property not consumed in performing this contract or previously delivered to the State. The Contractor shall prepare for shipment, deliver F.O.B. Origin, or dispose of the State property, as may be directed or authorized by the CDF Base Manager. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the State as directed by the Contracting Officer.

**F-11 WARRANTY**

- (a) Paragraph 19, "Warranty," of the State's General Provisions apply.
- (b) Contractor's Obligations.
  - (1) Notwithstanding inspection and acceptance by the State of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 60 days after delivery of product.
    - (i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
    - (ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
  - (2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

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(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies Available to the State.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 60 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either-

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of re-inspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

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(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the State within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the State thereby if the Contractor-

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the State, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The State is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the State provided in this clause are in addition to and do not limit any rights afforded to the State by any other clause of this contract.

**F-12 CERTIFICATION OF TOXIC CHEMICAL RELEASE**

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(a) By signing this offer, the offeror certifies that-

(1) As the operator of facilities that will be used in the performance of this contract that **may be subject** to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA.

(2) Some of the facilities that will be used in the performance of this contract may not be subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis).

**SECTION G – AIR ATTACK BASE INSPECTION & EVALUATION FACTORS FOR AWARD**

**G –1 AIR ATTACK BASE INSPECTION VISIT**

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Bidders must inspect the equipment that the State will furnish for this contract to determine its suitability for use in the handling, mixing, and storage of the product. In no event shall failure to inspect the equipment constitute grounds for a claim after contract award.

Bidder visits to each site are mandatory so that the bidder can verify the accuracy of the information contained in this section. All bidders must visit on the same date so that all bidders will learn the same information.

**AIR ATTACK BASE INSPECTIONS will be conducted before the bid submittal date if any bidder expresses a desire to inspect any particular air attack base. Contact Dan Lang at (916) 757-2407, ext. 215 no later than 14 days prior to the close of bidding to schedule a base visit. All bidders on the mailing list will be notified of any scheduled inspection visit.**

**G-2 AWARD EVALUATION**

A. Award will be made on a line item basis for each location. While award is based on the lowest price offered, the State must also determine that the proposed awardee has an understanding of the requirements and has the techniques, procedures and program for achieving the objectives of the specifications/statement of work. At a minimum the bidder shall:

(1) Provide a List of Contractor-furnished property that will be necessary for the Contractor to mix, handle, load, and storage the offered product at each airtanker base. Include size, model, make, condition, and other helpful descriptions. This equipment list information shall be provided for each airtanker base bid.

(2) For each product type offered, provide mixing, storage, and handling instructions. Provide a separate set of instructions for each product.

(3) For each product type offered, provide the qualification Lot Number that will be used in conjunction with this contract – provide the Lot Number, as applicable, on Pricing Pages A.

Also note “Supplier Responsibility” in the solicitation.

B. The bid will be evaluated on the basis of the following criteria:

(1) That the contractor’s proposal demonstrates understanding of the requirements

(2) The qualifications of the contractor’s organization

(3) That the proposed product meets the requirements

(4) That the proposed contractor-furnished equipment and services meet the requirements

(5) Item B (5) deleted.

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After considering the extent to which each bid satisfies these criteria, the award of each bid item will be made to the contractor or contractors whose proposal is determined to be the lowest bidder, without exception, meeting all solicitation requirements.

**PART III – LIST OF DOCUMENTS, EXHIBITS  
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**Exhibit H - 1**

**STATE-FURNISHED EQUIPMENT  
CDF FULL-SERVICE CONTRACT BASES – 2006**

**CONTACTOR GENERAL REQUIREMENTS:** Contractor will provide the following:

- a. a minimum 3,000 gallon offload tank capacity, in one or more tanks, preferably portable
- b. the ability to offload at any location where airtankers can park, at a minimum rate of 200 gpm.
- c. one flow meter per loading pit, with associated low-voltage signal system, to transmit gallons pumped data to the base airtanker dispatch office.

**BID ITEM: 1    BASE NAME: Grass Valley**

<b>STATE-OWNED HANDLING EQUIPMENT</b>	NONE
<b>STATE-OWNED MIXING EQUIPMENT</b>	NONE
<b>STATE-OWNED STORAGE TANKS</b>	2400 gal storage tank
<b>OTHER STATE-OWNED EQUIPMENT AND SUPPLIES</b>	4" retardant plumbing from transfer pump area to each loading pit. Shared shop space in lower level of air base building. Common areas in workshop. 3 micro motion meters.
<b>OTHER CONTRACTOR REQUIREMENTS</b>	Contractor will provide any office space and all utilities required for their personnel. Contractor facilities can be connected to base utilities.
<b>BASE ELECTRICAL INFO</b>	Agency provides 3 control units of 100 amp, 600 volt 3 phase and 1 control unit 100,amp, 600 volt, 3 phase, 75 hp.
<b>BASE WATER SUPPLY INFO</b>	Agency provided water to mix site with 18 lbs. static head pressure, through a 6" water main. Water Flow Rate: static pressure 26 psi; residual pressure: 20 psi @ 300 gpm from a 2½" discharge; 380 gpm from a 4" discharge.
<b>STORAGE AREA AVAILABLE</b>	Concrete mixing pads 34' x 57' Gravel/landing mat 40' x 62' storage area.
<b># OF LOADING PITS</b>	3 total, simultaneous loading required at all 3
<b>PEAK DAILY DEMAND</b>	120,000

**PART III – LIST OF DOCUMENTS, EXHIBITS  
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**Exhibit H-1 (continued)**

**BID ITEM: 2    BASE NAME: Columbia**

<b>STATE-OWNED HANDLING EQUIPMENT</b>		Forklift
<b>STATE-OWNED MIXING EQUIPMENT</b>		NONE
<b>STATE-OWNED STORAGE TANKS</b>		2 water tanks with 20,000 gallons total water storage. No mixed retardant storage tanks.
<b>OTHER STATE-OWNED EQUIPMENT AND SUPPLIES</b>		Loading hoses and valves, distribution pipes, electrical pump control system, spill containment wall around wet storage tank site
<b>OTHER CONTRACTOR REQUIREMENTS</b>		Contractor must provide office space and rest/break area for contractor's employees. Contractor facilities can be connected to base utilities.
<b>BASE ELECTRICAL INFO</b>		3-phase, 208 volt, 400 amp electrical service
<b>BASE WATER SUPPLY INFO</b>		Agency-supplied water from 6" public water agency supply line. 2 water tanks, 20,000 gallons total storage. Water flow rate from 4" line at water tank fill area: 92 pressure psi; max. flow rate: 750 gpm @ 20 psi residual pressure.
<b>STORAGE AREA AVAILABLE</b>		Concrete pad 95" x 24" for mixing and dry storage, plus 25" x 25" and 22" x 45" pads for dry storage only
<b># OF LOADING PITS</b>		3 total, simultaneous loading required at all 3
<b>PEAK DAILY DEMAND</b>		120,000

**BID ITEM: 3    BASE NAME: Ukiah**

<b>STATE-OWNED HANDLING EQUIPMENT</b>		Forklift
<b>STATE-OWNED MIXING EQUIPMENT</b>		NONE
<b>STATE-OWNED STORAGE TANKS</b>		NONE
<b>OTHER STATE-OWNED EQUIPMENT AND SUPPLIES</b>		Remote control pump shutoff switches and wiring belong to FireTrol.
<b>OTHER CONTRACTOR REQUIREMENTS</b>		Contractor will provide any office space and all utilities required for their personnel. Contractor facilities can be connected to base utilities.
<b>BASE ELECTRICAL INFO</b>		480 volts, 3 phase to electrical power transformer building on property. Motor and pump control panels owned by the State.
<b>BASE WATER SUPPLY INFO</b>		City of Ukiah water, 4" line, 100 psi. Water flow rate at 2.5" hydrant immediately adjacent to the base property is 1,250 gpm.
<b>STORAGE AREA AVAILABLE</b>		2200 Sq. Ft. of concrete and asphalt for mixing and dry storage
<b># OF LOADING PITS</b>		3 total, simultaneous loading required at all 3
<b>PEAK DAILY DEMAND</b>		80,000

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

**Exhibit H-1 (continued)**

**BID ITEM: 4    BASE NAME: Rohnerville**

<b>STATE-OWNED HANDLING EQUIPMENT</b>	Forklift
<b>STATE-OWNED MIXING EQUIPMENT</b>	NONE
<b>STATE-OWNED STORAGE TANKS</b>	NONE
<b>OTHER STATE-OWNED EQUIPMENT AND SUPPLIES</b>	Distribution manifold with backflow prevention valves, 6" underground piping to 3 loading pits, underground conduits for low-voltage control and signal wiring
<b>OTHER CONTRACTOR REQUIREMENTS</b>	Contractor must provide sufficient water storage to meet required flow rate and peak daily demand.
<b>BASE ELECTRICAL INFO</b>	400 amp electrical service
<b>BASE WATER SUPPLY INFO</b>	Water delivery to site is limited to 100 gpm.
<b>STORAGE AREA AVAILABLE</b>	1,680 sq. ft. gravel area
<b># OF LOADING PITS</b>	3 total, simultaneous loading required at all 3
<b>PEAK DAILY DEMAND</b>	80,000

**BID ITEM: 5    BASE NAME: Sonoma**

<b>STATE-OWNED HANDLING EQUIPMENT</b>	Forklift
<b>STATE-OWNED MIXING EQUIPMENT</b>	NONE
<b>STATE-OWNED STORAGE TANKS</b>	NONE
<b>OTHER STATE-OWNED EQUIPMENT AND SUPPLIES</b>	Back-up gasoline water pump and motor are 40+ years old (1962) and not reliable.
<b>OTHER CONTRACTOR REQUIREMENTS</b>	Supply and maintain backup 500 gpm gasoline powered water delivery pump and retardant delivery pump
<b>BASE ELECTRICAL INFO</b>	600 amp, 240 volt
<b>BASE WATER SUPPLY INFO</b>	20,000 gallon water storage tank, 500+ gpm inflow rate.
<b>STORAGE AREA AVAILABLE</b>	Paved area 25' x 60'
<b># OF LOADING PITS</b>	3 total, simultaneous loading required at all 3
<b>PEAK DAILY DEMAND</b>	120,000

**PART III – LIST OF DOCUMENTS, EXHIBITS  
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**Exhibit H-1 (continued)**

**BID ITEM: 6    BASE NAME: Hollister**

<b>STATE-OWNED HANDLING EQUIPMENT</b>		Forklift
<b>STATE-OWNED MIXING EQUIPMENT</b>		NONE
<b>STATE-OWNED STORAGE TANKS</b>		NONE
<b>OTHER STATE-OWNED EQUIPMENT AND SUPPLIES</b>		Distribution manifold, piping, and loading hoses
<b>OTHER CONTRACTOR REQUIREMENTS</b>		
<b>BASE ELECTRICAL INFO</b>		State supplies 400 amp electrical service
<b>BASE WATER SUPPLY INFO</b>		State supplies water from a public water system @ 400 gpm
<b>STORAGE AREA AVAILABLE</b>		250 sq. ft.
<b># OF LOADING PITS</b>		3
<b>PEAK DAILY DEMAND</b>		60,000

**BID ITEM: 7    BASE NAME: Paso Robles**

<b>STATE-OWNED HANDLING EQUIPMENT</b>		Forklift
<b>STATE-OWNED MIXING EQUIPMENT</b>		NONE
<b>STATE-OWNED STORAGE TANKS</b>		NONE
<b>OTHER STATE-OWNED EQUIPMENT AND SUPPLIES</b>		Hoses, valves, manifold, dry product storage silo.
<b>OTHER CONTRACTOR REQUIREMENTS</b>		Dry product storage silo MAY NOT be used by contractor. State will remove.
<b>BASE ELECTRICAL INFO</b>		600 amp, 240 volt, 3-phase
<b>BASE WATER SUPPLY INFO</b>		Inflow rate 300 gpm, boosted to 400 gpm with 25 h.p. electric water pump
<b>STORAGE AREA AVAILABLE</b>		10,000 sq. ft. available approximately 150 ft. from retardant mixing area
<b># OF LOADING PITS</b>		3 total, simultaneous loading required at all 3
<b>PEAK DAILY DEMAND</b>		175,000

**PART III – LIST OF DOCUMENTS, EXHIBITS  
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**Exhibit H-1 (continued)**

**BID ITEM: 8    BASE NAME: Hemet-Ryan**

<b>STATE-OWNED HANDLING EQUIPMENT</b>	Forklift
<b>STATE-OWNED MIXING EQUIPMENT</b>	350 gpm eductor
<b>STATE-OWNED STORAGE TANKS</b>	10,000 gallons water storage, 75,000 mixed chemical storage
<b>OTHER STATE-OWNED EQUIPMENT AND SUPPLIES</b>	100,000 lb. dry chemical storage silo, distribution manifold, loading hoses and valves, transfer pumps
<b>OTHER CONTRACTOR REQUIREMENTS</b>	
<b>BASE ELECTRICAL INFO</b>	100 amp, 240V, single phase
<b>BASE WATER SUPPLY INFO</b>	10,000 gal. water storage tank supplied by a 3" water main. Also, one 2 ½" hydrant on same supply line Max. flow 224 gpm, static pressure 70 psi, residual pressure.30 psi
<b>STORAGE AREA AVAILABLE</b>	377 cu. Ft. dry product silo
<b># OF LOADING PITS</b>	6 total, simultaneous loading required at 4
<b>PEAK DAILY DEMAND</b>	150,000

**PART III – LIST OF DOCUMENTS, EXHIBITS  
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**Exhibit H - 2**

**Fire Chemical Use History**

ITEM	BASE	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005 ^	10 YR AV
1	Grass Valley	888,223	179,270	75,882	316,265	504,357	1,027,700	487,000	370,000	355,144	301,853	450,592
2	Columbia	422,300	156,114	70,200	417,219	375,705	1,138,155	246,200	641,700	656,500	325,846	444,994
3	Ukiah	206,263	121,900	121,900	87,450	93,400	435,000	216,000	251,250	270,000	299,043	210,221
4	Rohnerville	102,118	137,800	34,450	201,400	110,000	266,600	112,000	121,767	88,520	84,124	125,878
5	Sonoma Co.	486,158	35,729	155,600	331,880	295,000	302,000	350,000	350,700	600,390	233,100	307,016
6	Hollister	172,250	103,350	121,900	172,250	128,500	231,500	202,000	438,450	387,760	538,941	249,690
7	Paso Robles	1,390,000	573,842	194,500	1,800,574	336,300	195,000	149,400	304,101	243,100	174,650	536,147
8	Hemet-Ryan*			380,000	455,528	452,496	650,594	339,354	806,550	797,058	332,563	526,768

^ as of December 12.

\* For Hemet-Ryan, a 10 year average would not be reflective of current conditions. Prior to 1998 additional Type 1 federal airtankers were based there. Since 1998 only 2 S-2 airtankers have been based there.

**Exhibit H - 3**

**Base Personnel Contact Information**

ITEM #	BASE	Air Attack Officer or Base Manager	PHONE	COR	PHONE
1	Grass Valley	Ken Hughes	530-272-4952	Yvonne Butcher	916-324-7088
2	Columbia	Dan Ward	209-532-2911	Yvonne Butcher	916-324-7088
3	Ukiah	Kirk Van Patten	707-462-6102	Yvonne Butcher	916-324-7088
4	Rohnerville	Steve Hartman	707-725-4572	Yvonne Butcher	916-324-7088
5	Sonoma	Tom Glunt	707-576-2586	Yvonne Butcher	916-324-7088
6	Hollister	Jimmy Wilkins	831-637-5456	Yvonne Butcher	916-324-7088
7	Paso Robles	Kelly Gouette	805-238-1878	Yvonne Butcher	916-324-7088
8	Hemet-Ryan	John Winder	951-652-2066	Yvonne Butcher	916-324-7088

**EXHIBIT H - 4 a: FIRE CHEMICAL INVENTORY AND USE WORKSHEET**

Base \_\_\_\_\_ Contractor \_\_\_\_\_ Gallons/Ton \_\_\_\_\_ Gallons/Pounds \_\_\_\_\_

Chemical Name \_\_\_\_\_ Contract No. \_\_\_\_\_ Inclusive Dates This period \_\_\_\_\_

CHEMICAL DELIVERED		OTHER SERVICES			MISC. DEBITS & CREDITS			
DATE	*TONS DELIVERED	DATE	RELOAD	OFF-LOAD	WATER LOAD	DATE	AMOUNT	REMARKS
			\$	\$	\$		\$	
<b>TOTAL</b>		<b>TOTAL</b>	\$	\$	\$		\$	\$

\*Truck Weight Invoices must accompany this worksheet

**REMARKS:**

**EXHIBIT H - 4 b: FIRE CHEMICAL INVENTORY AND USE WORKSHEET**

**INVENTORY SUMMARY**

	<b>Product Concentrate in Pounds</b>			
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
A. Bulk product concentrate on hand beginning of this period				
B. Amount of concentrate in mixed product solution on hand at beginning of this period				
C. Total product on hand at beginning of this period <b>(A1 + B1)</b>				
<b>Plus</b>				
D. Total product concentrate delivered this period				
E. Total product concentrate available this period <b>(C2 + D2)</b>				
<b>Minus</b>				
F. Total concentrated product on hand at end of this period				
G. Amount of concentrate in mixed product solution on hand at end of this period				
H. Total product on hand at end of this period <b>(F1 + G1)</b>				
<b>GRAND TOTAL POUNDS OF CONCENTRATE DELIVERED THIS PERIOD FOR PAYMENT PURPOSES (E3 – H3)</b>				

**Exhibit H - 5**

California Department of Forestry and Fire Protection									
<b>DAILY FIRE CHEMICAL USE RECORD</b>									
Airtanker Base Name: _____					Date: _____				
					Page: _____				
					Recorder Name: _____				
Load No.	Time	Tanker No.	Incident Order No.	Billing Code	Funnel Flow Rate	Refract.	Pounds Conc,	Mixed Gallons	Comments
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
<b>TOTAL THIS PAGE</b>									
<b>DAILY SUMMARY</b>									
Agency			Loads		Gallons				
<b>TOTAL</b>									
					<b>Notes:</b>				

**EXHIBIT H - 6**

**CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
CUMULATIVE FIRE CHEMICAL USE AND PAYMENT SUMMARY**

<b>1. CDF UNIT</b>	<b>2. BASE NAME</b>	<b>4. CONTRACT NO.</b>
		<b>BID ITEM NO.</b>
<b>5. CONTRACTOR</b>	<b>6. INCLUSIVE DATES THIS PERIOD</b>	<b>7. PAYMENT NO.</b>

**7. TONS USED THIS PERIOD** (from attached worksheets)

CATEGORY A	_____ GALS., _____ LBS. @ \$ _____	= \$ _____
CATEGORY B	_____ GALS., _____ LBS @ \$ _____	= \$ _____
CATEGORY C	_____ GALS., _____ LBS @ \$ _____	= \$ _____
CATEGORY D	_____ GALS., _____ LBS @ \$ _____	= \$ _____

**TOTAL \$** \_\_\_\_\_

**8. MISCELLANEOUS SERVICES**

A OFF-LOAD	_____ @ \$ <b>00.00</b>	= \$ _____
B RELOAD	_____ @ \$ <b>00.00</b>	= \$ _____
C LOAD WATER	_____ @ \$ <b>00.00</b>	= \$ _____
D EXTENDED HOURLY	_____ @ \$ <b>00.00</b>	= \$ _____
*E CALL-UP GUARANTEE	_____ @ \$ <b>000.00</b>	= \$ _____
*F MOBILIZATION/DEMOBILIZATION: Actual cost, attach itemization=		\$ _____
G. OTHER SERVICES	Mixed Prices	\$ _____

**Note: Section 8, A-E prices will be inserted by state, based on price bid.**

\*Applicable during pre, post, and optional periods **TOTAL \$** \_\_\_\_\_

**9. DEDUCTIONS & CREDITS THIS PERIOD**

CORRECTION FOR	_____ LBS @ \$ _____	= \$ _____
FIRE CHEMICALS	_____ LBS @ \$ _____	= \$ _____
OUT OF	_____ LBS @ \$ _____	= \$ _____
SPECIFICATION	_____ LBS @ \$ _____	= \$ _____

**10. TOTAL PAYMENT THIS INVOICE** **TOTAL** \$ \_\_\_\_\_

**11. RETARDANT AND PAYMENT SUMMARY**

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

**12. GROSS TOTAL PAID TO DATE** \$ \_\_\_\_\_

<b>13. APPROVED FOR THE STATE OF CALIFORNIA</b> CDF BASE MGR. Signature and Date	<b>14. APPROVED FOR THE CONTRACTOR</b> Signature and Date (Optional)
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**Exhibit H - 7**

**Wildland Fire Chemicals**

Approved for use by the California Department of Forestry and Fire Protection  
Product Mix Ratios and Flow Rates for Bidding Purposes

<b>Fire Chemical Mix Ratios and Flow Rates</b>					
	<b>Wildfire AFG Firewall</b>	<b>Phos-Chek AquaGel-K</b>	<b>Thermo-Gel 200L</b>	<b>Phos-Chek D75-F</b>	<b>Phos-Chek HV-F</b>
<b>Mix Ratio</b>	N/A	N/A	N/A	12.57% by weight	26.09% by weight
<b>Flow Rate</b>	44 seconds	49 seconds	54 seconds	N/A	N/A

<b>Water Quality</b>			
<b>Location</b>	<b>H<sub>2</sub>O pH</b>	<b>H<sub>2</sub>O Hardness (ppm) (WFCS)</b>	<b>H<sub>2</sub>O Conductivity (µS)</b>
Marana AZ	7.9	204	630
Columbia	6.55	25	60
Grass Valley	6.75	25	50
Hemet	7.9	150	500
Hollister	8.1	250	1170
Paso Robles	8.1	150	790
Rohnerville	7.55	150	370
Ukiah	7.9	150	260
Sonoma	7.55	120	350

1. The mix ratios shown above for the long-term fire retardant products listed are those found by the US Forest Service's Wildland Fire Chemical Systems Program to provide the optimum fire suppression performance. The performance of long-term fire retardants is not affected by differences in water chemistry.
2. The flow rates shown above for the water enhancer products listed are the flow rates of the mixtures shown to produce the best S2T airtanker drop pattern during tests performed at Marana AZ in November 2005. Flow tests were conducted using a Marsh funnel with a 3/16" tip. The time shown is the time required for one quart of fire chemical mixture to flow through the funnel and into a quart measure.
3. The water enhancer products listed are affected by differences in water chemistry. It takes more concentrate to obtain a mixture with a certain flow rate when the concentrate is mixed with hard water than with soft water. Water acidity and conductivity are also indicators of differences in water chemistry that may affect flow rate. If the contractor can document changes in water chemistry from the measurements shown in the table above, and can show that these fluctuations have affected the flow rate of the mixed product by more than +/- 5%, CDF will allow a change in the mix ratio needed to achieve the bid flow rate. Official changes in the mix ratio will be allowed no more than once every seven days.
4. Differences in the efficiency of mixing and blending systems can also affect the amount of water enhancer concentrate needed to achieve a mixture of a particular flow rate.
5. The flow rates shown are for purposes of bidding only. In normal operations CDF will direct the contractor to prepare water enhancer mixtures having higher or lower flow rates, as appropriate for the fire behavior and fuel types encountered at specific fires.
6. Measurement of flow rate will be performed by CDF using a CDF-modified Marsh funnel with a 3/16" tip. The funnel will be provided to bidders on request. The maximum allowable deviation from the flow rates listed above will be +/- 5%.

**Exhibit H – 8****ACCEPTABLE BRANDS LIST**

The following products have been approved by the California Department of Forestry and Fire Protection (CDF) for this solicitation. Approved products will require the addition of colorant.

- |                        |                          |
|------------------------|--------------------------|
| 1. Phos-Chek D75-F     | 2. Phos-Chek HV-F        |
| 3. Phos-Chek AquaGel-K | 4. FireOut ICE           |
| 5. ThermoGel 200L      | 6. Wildfire AFG Firewall |

**Colorants:**

1. CDF requires that any fire suppressant or retardant chemicals purchased for aerial application must be colored so that they are readily visible from an elevation of 2,500 feet above ground level (AGL) in normal sunlight conditions when applied to the native California vegetation commonly found in the State Responsibility Area (SRA).
2. Tests have shown that the most visible colors for aerially-delivered wildland fire suppressant chemical mixtures are in the pink/red/orange spectrum. Other colors may be acceptable if they meet the visibility requirement above. If the colored product has not already been qualified by the USDA Forest Service's Wildland Fire Chemical Systems program, the colorants used must be either US Food and Drug Administration (FDA)-approved food additives or food-grade colorants, dyes, etc.
3. The colorant must not stain and must fade completely with exposure to 18,000 Langley's of sunlight, after which the applied product is invisible or unnoticeable. It is recommended that testing of this requirement be done in natural light in accordance with ASTM G-24, Standard Recommended Practice for Conducting Natural Light Exposures.

**Mixed Product Stored Stability:**

**The viscosity of the mixed product must not change more than +/- 10% after it is loaded into the airtanker.** If the mixed product is to be stored before it is loaded into airtankers, the mixed product must remain in suspension and maintain the viscosity to which it was originally mixed for at least 14 days, without the addition of more concentrated product. Also, the mixed product must not promote the growth of algae, bacteria, or other organisms during the 14 day period. It is permissible to re-circulate the product within the storage system for a maximum of 2 hours every 7 days in order to maintain viscosity.