



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: 1-06-68-24

DESCRIPTION: FIRE SUPPRESSANT, FOAM
CONCENTRATE

CONTRACTOR: ICL PERFORMANCE PRODUCTS LP

EFFECTIVE DATES: 9/ 8/2006 THROUGH 9/ 7/2008

SUPERSEDES CONTRACT NO.: 1-03-68-24

AREA: STATEWIDE

DISTRIBUTION: C-68-24

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

*Food contracts are tax exempt.

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

UN
9/8/06

Contract (Mandatory): 1-06-68-24

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

CONTACT: 800-682-3626 KAREN POWELL
FAX NUMBER: 909-984-4770
TERMS OF PAYMENT: Net
FOB: Destination
MINIMUM ORDER: 25 GALLONS

E-MAIL: karen.powell@icl-pplp.com

SCOPE:

This contract covers the estimated two (2) year requirements of the State of California and participating local agencies for FOAM CONCENTRATE FIRE SUPPRESSANT, per attached Specification No. 4210-06BS-001, dated 4/2006. This contract will contain an option for a one (1) year extension under the same terms and conditions of the awarded contract. The State and contractor must agree on the extensions.

A local agency is any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds (California Public Contract Code Section 10298).

THIS CONTRACT WILL BE MANDATORY FOR THE EFFECTIVE PERIOD.

MINIMUM ORDER:

The minimum order shall be 25 gallons. Orders for less than 25 gallons shall not be considered part of this contract and may be purchased from other sources.

ORDERING PROCEDURE:

State agencies are to complete a Contract/Delegation Form (Std. 65) indicating the contract number, stock item number, description, unit price and extension on each order and they will submit it directly to the contractor. The contractor shall confirm receipt of order by return fax confirmation to the requesting agency. Local agencies may submit a local agency purchase order following the same guidelines as described above.

The requesting agency shall send Std. 65 and local agency p.o. copies to:

DGS - Procurement Division
Attn: Data Entry Unit
P. O. Box 989052
West Sacramento, CA 95798-9052

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

By signing and submitting the solicitation, the bidder agreed to accept orders by facsimile.

Facsimile Number (909) 984-4770

E-Mail Address karen.powell@icl-pplp.com

SUPPLIER'S LOCATIONS:

List below locations to which individual contract delegation orders should be sent. Please provide the phone number and name of a contact person for each location.

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ICL Performance Products
810 E. Main St.
Ontario, CA 91761

DELIVERY:

Delivery is to be completed in full within 5 calendar days of the receipt of order by the contractor.

SUPPLIER IS REQUESTED TO MAKE DELIVERIES IN LOS ANGELES COUNTY, ORANGE COUNTY, SAN BERNARDINO METROPOLITAN AREA, AND SAN DIEGO METROPOLITAN AREA DURING OFF-PEAK HOURS. OFF-PEAK HOURS ARE 10:00 AM TO 4:00 PM.

PACKAGING:

Exterior packaging is to show the contents and the order number. All packaging is to conform to the applicable freight classifications, Surface Transportation Board and/or Postal regulations, and is to be of a quality to assure final delivery without damage to the contents.

INVOICING REQUIREMENTS:

The contractor is to render invoices as instructed on individual orders. Invoices shall include the order number, contract number, item number, description, unit price and extension. All applicable taxes shall be noted and added to each invoice. The sales tax rate applied shall be based on the rate of the area the product is to be delivered to.

Invoices shall be billed according to the unit of measure and the unit price as indicated in this contract. Deviations/substitutions will not be permitted. Only charges listed in the awarded contract shall be approved for payment, no other fees can be charged to the State.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a contract/delegation purchase order under this contract is proof of availability of funds for that order.

CONTRACT USAGE REPORTING:

The contractor is required to submit a detailed usage report every three months commencing from the date of award to the Procurement Division, Contracts Management Unit. All appropriate fields must be completed on this form, including the name and phone number of person completing the form. Invoice copies or list of purchase orders will not fulfill this requirement and will not be accepted.

FAILURE to submit COMPLETED quarterly reports within the time period required may be considered a breach of contract and subject the contractor to General Provisions 26, Rights and Remedies of State for Default.

PRICES:

ALL BID PRICES SHALL BE VALID FOR 90 DAYS FROM BID OPENING DATE.
PRICES SHALL BE MAXIMUM FOR THE INITIAL TWENTY-FOUR (24) MONTH TERM OF THIS CONTRACT. PRICE INCREASES MAY BE CONSIDERED FOR OPTIONAL ONE YEAR CONTRACT EXTENSION UNDER THE FOLLOWING CONDITIONS:

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1. Upon agreement of the optional contract extension, the contractor may submit a proposed price escalation notice, in writing, to the Procurement Division within (30) days prior to the initial term end date of the contract. Such notice shall include substantiated information to support the proposed escalation request (e.g., "Producer Price Index, Finished Goods, Commodity Group 06 - Chemicals and Allied Products", manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, delivery cost when the cost of fuel has increased no less than ten percent (10%) from the original fuel cost. Such request must be substantiated from published information from the Oil Price Information Service (OPIS) market indicator for the fuel industry and any other substantiating information as requested by the State.)
2. Upon receipt of such notice the State reserves the right to either:
 - a. Accept the escalation as competitive with the general market price at the time, effective 30 days from receipt of an acceptable notice; or
 - b. Cancel any unpurchased balance of the contract without prejudice, effective on receipt of such notice.
3. No price increase shall apply to quantities ordered from the contract prior to effective date of the price increase.
4. All new prices shall be firm for the entire agreed upon extension period(s).

Prices shall be all inclusive. Only the prices/charges submitted in the bid shall be accepted and included in the contract. No other fees can be charged to the customer.

PRICE DECLINES:

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE STATE OF ALL MANUFACTURER'S PRICE DECLINES AND THE STATE SHALL RECEIVE FULL BENEFIT OF SUCH DECLINES, EFFECTIVE ON THE DATE OF THE MANUFACTURER'S GENERAL PUBLIC ANNOUNCEMENT.

QUANTITIES:

THERE ARE NO GUARANTEED QUANTITIES FOR THIS CONTRACT.

Quantities shown for each line item in the solicitation are estimated for evaluation purposes only. Actual purchasing patterns may vary. The State will not be obligated to purchase contractor's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in this contract. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly.

NOTE:

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedules as specified in this contract. Failure to comply with the delivery requirements as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

EMERGENCY PURCHASES:

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

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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., "Producer Price Index, Finish Goods, Commodity Group 06 - Chemicals and Allied Products", manufacturer's price list, significant changes in the market indicators for the industry, certified raw material cost data, delivery cost when the cost of fuel has increased no less than ten percent (10%) from the original fuel cost. Such request must be substantiated from published information from the Oil Price Information Service (OPIS), market indicator for the fuel industry and any other substantiating information requested by the State.

CONTRACTOR RESPONSIBILITIES:

1. The contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.
3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM.

MODIFICATION OF CONTRACT:

This contract may be modified in whole or in part upon mutual agreement of both parties. Such modifications shall be in writing, signed and dated by an authorized representative of both parties.

SPECIFICATION COMPLIANCE:

All products offered must conform to the attached State of California, Bid Specification Number 4210-06BS-001 dated April 2006. Products not meeting all specified requirements will be deemed non-compliant to specifications and will be returned at the contractor's expense. The contractor shall replace all rejected/non-compliant product with fully compliant new stock, at no cost to the State within 7 calendar days from notice of non-conformance.

NOTE:

ON STATE OF CALIFORNIA BID SPECIFICATIONS NO. 4210-06BS-001 SECTION 3.0 REQUIREMENTS, LAST PARAGRAPH:

DELETE:

"The foam concentrate shall meet or exceed all the requirements of USDA Forest Service Specification 5100-307 and shall be listed on the USDA Forest Services Qualified Fire Chemicals list for the entire duration of the contract."

REPLACE WITH:

"The foam concentrate shall be listed on the USDA Forest Service's "Class A Wildland Fire Foam Qualified Products List" referenced as being either Fully Qualified or Administratively Approved for the entire duration of contract."

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	4210-000-0006-6	799954	GL	<p><u>CATEGORY 1 - FOAM CONCENTRATE SUITABLE FOR USE FROM HELICOPTER BUCKET AND GROUND EQUIPMENT</u></p> <p>FOAM CONCENTRATE FIRE SUPPRESSANT</p> <p>IN ACCORDANCE WITH THE ATTACHED SPECIFICATION NUMBER 4210-06BS-001 DATED APRIL 24, 2006:</p> <p><u>Category 1 Foam Concentrate:</u></p> <p>Brand: PHOS-CHEK Model: ANCHOR POINT</p>	7.2600
2	4210-000-0006-6	799954	GL	<p><u>CATEGORY 2 - FOAM CONCENTRATE SUITABLE FOR USE FROM FIXED-WING AIRTANKER AND FIXED-TANK HELICOPTER</u></p> <p>FOAM CONCENTRATE FIRE SUPPRESSANT</p> <p>IN ACCORDANCE WITH THE ATTACHED SPECIFICATION NUMBER 4210-06BS-001 DATED APRIL 24, 2006:</p> <p><u>Category 2 Foam Concentrate:</u></p> <p>Brand: PHOS-CHEK Model: WD 881</p> <p>FOR DATA ENTRY USE ONLY</p>	9.4500
3	4210-909-0001-2	799954	VA	<p>FIRSCU-DGS/PROCUREMENT USE ONLY</p>	VARIABLE