

NATIONAL MOBILE COMMISSARY SERVICES

2004



JANUARY 25, 2004 - JANUARY 26, 2005

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This document includes all contract modifications through May 20, 2004

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 6300-4		PAGE 1 OF	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				5. SOL6300-4ICITATION NUMBER RFP 49-03-01		6. SOLICITATION ISSUE DATE 12/16/2002	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER			
7. FOR SOLICITATION INFORMATION CALL		NAME Frank Gomez, Contracting Officer		b. TELEPHONE NO. (No collect calls) 208/387-5347		8. OFFER DUE DATE/LOCAL TIME 01/22/2003 COB	
9. ISSUED BY USDA Forest Service National Interagency Fire Center - Contracting 3833 S Development Ave Boise, ID 83705		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: 100% FOR SMALL BUSINESS SMALL DISADV. BUSINESS 8(A) SIC: 11531 SIZE STD: 500 employees		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED X SEE SCHEDULE	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
				13b. RATING			
				14. METHOD OF SOLICITATION RFQ IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO:		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				USDA Boise National Forest Fiscal & Accounting 1249 S. Vinnell Way Boise, ID 83709			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		MOBILE COMMISSARY SERVICES-- SEE ENCLOSED <i>(Attach Additional Sheets as Necessary)</i>				23. UNIT PRICE See Section A	
						24. AMOUNT See Section A	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. X ARE ARE NOT ATTACHED.							
X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED ____ - ____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Frank Gomez		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input checked="" type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
				36. PAYMENT COMPLETE PARTIAL FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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USDA FOREST SERVICE COMMISSARY CONTRACTORS

CONTRACT NO.	CONTRACTOR	UNIT	LOCATION OF UNITS	MILEAGE RATE	CANCELLATION FEE	DAILY AVAILABILITY RATES
53-024B-3-2355	DREWS BOOTS & COMMISSARY, INC. Patrick H. Cavanaugh, President 733 Main St. Klamath Falls, OR 97601-6096 PHONE: 800-722-0393 or 541-884-4121 FAX: 541-883-2539 Pat's cell phone: 541-591-0078 Rob's cell phone: 541-591-0787	UNIT 1 UNIT 2 UNIT 3 UNIT 4 UNIT 5 UNIT 6	KLAMATH FALLS, OR REDDING, CA PLACERVILLE, CA HESPERIA, CA MISSOULA, MT MOAB, UT	\$1.58	\$0.00	\$300.00
53-024B-3-2356	EMERGENCY SERVICES, INC. William R. Asker/Steve Spears, Co-Owners PO BOX 893 Lewiston, ID 83501 Physical Address: 2951 MAYFAIR RIDGE PHONE: 208-743-1166 - message PHONE: 208-743-1975 FAX: 208-743-1166	UNIT 1 UNIT 2 UNIT 3 UNIT 4 UNIT 5 UNIT 6 UNIT 7	COEUR D'ALENE, ID MISSOULA, MT BOZEMAN, MT WENATCHEE, WA SUSANVILLE, CA SOUTH LAKE TAHOE, CA PROVO, UT	\$2.05	\$300.00	\$300.00
53-024B-3-2357	EXCEPTIONAL FIRE SERVICES, INC. Rebekah West 605 12TH STREET SPARKS, NV 89431 PHONE: 775-358-9378 FAX: 775-359-9378	UNIT 1 UNIT 2	BEND, OR SPARKS, NV	\$1.53	\$0.00	\$300.00
53-024B-3-2359	NORTH BAY ENTERPRISES, INC. Wendy Martin, President 953 S. Arbor Island Way Eagle, ID 83616 PHONE: 208-939-1170 FAX: 208-939-1170 CELL: 208-890-9137	UNIT 1 UNIT 2 UNIT 3 UNIT 4	BAKER CITY, OR BAKER CITY, OR McCALL, ID McCALL, ID	\$1.68	\$300.00	\$300.00
53-024B-3-2360	NORTHWEST CONTRACTORS Vicki Minor, Owner 3880 S. Development Ave. Boise, ID 83705 DISPATCH PHONE: 208-331-6572 PHONE: 208-424-1111 CELL: 208-863-9090 FAX: 208-336-2995	UNIT 1 UNIT 2 UNIT 3 UNIT 4 UNIT 5	SPANISH FORK, UT JACKSON HOLE, WY LOLO, MT GARDEN VALLEY, ID BOISE, ID	\$1.00	\$0.00	\$300.00
53-024B-3-2358	TL'S COMMISSARY SERVICES (FORMERLY MARTINEZ & STIRLING) Elizabeth Martinez 3817 Seclusion Rd. Lake Isabella, CA 93240 PHONE: 760-379-2183 FAX: 760-379-5035 CELL: 661-333-9455 Pager: 661-862-7901	UNIT 1	LAKE ISABELLA, CA	\$2.63	\$300.00	\$300.00

USDA-FS COMMISSARY LOCATIONS as awarded March 2003



Pages 1 through 3 have been deleted.

PRICE SCHEDULE

Offeror Name: DREWS BOOTS AND COMMISSARY

Note: Reference C-8, Inventory, for complete description of items

MANDATORY INVENTORY	MAXIMUM PRICE	ITEM DESCRIPTION
(A) Boot Laces	\$4.75	Triple C Leather - Leather 72"
	\$6.75	Triple C Leather - Leather 108"
	\$2.75	White's - Nylon 72"
	\$3.75	White's - Nylon 108"
(B) Socks	\$8.00	Wigwam - Grouse Wool Blend
	\$11.00	Wigwam-Outlaw Hunter Wool Blend
	\$8.50	Drew's Label - (FRM Brand) Wool Blend
	\$5.00	Drew's Label - (FRM Brand) Hi Bulk Cotton
	\$7.00	Fox River - Thermal Wool Blend
	\$9.00	Fox River - Wick Dry
	\$12.00	Thorlo Hiker Wool Blend
	\$9.75	Cotton Athletic Socks 6-pack Jerzeez/Hanes
(C) Undergarments	\$8.25	Fruit of the Loom/Hanes, Men's Cotton Briefs, 3-pack
	\$11.00	Fruit of the Loom/Hanes, Men's Cotton Briefs, 6-pack
	\$14.95	Fruit of the Loom/Hanes, Men's Boxers, 3-pack
	\$8.25	Fruit of the Loom/Hanes, Women's Cotton Briefs, 3-pack
	\$14.00	Fruit of the Loom/Hanes Women's Cotton Briefs, 6-pack
(D) Neckerchiefs	\$1.75	Bandana Style, Assorted Colors
(E) Personal Hygiene Products	\$1.65	Shampoo - Major Brands - St. Ives/Aussie/Finesse/Head & Shoulders/Salon Select & Others - Trial Size
	\$1.65	Conditioner - Major Brands - St. Ives/Aussie/Finesse/Head & Shoulders/Salon Select & Others - Trial Size
	\$1.65	Shaving Cream Trial Size - Colgate/Gillette/Comparable
	\$1.65	Toothpaste - Trial Size - Colgate/Aqua
	\$1.65	Fresh/Crest/Comparable

MANDATORY INVENTORY	MAXIMUM PRICE	ITEM DESCRIPTION	
(E) Personal Hygiene Products	\$1.50	Toothbrush - Tek Pro/Comparable	
	\$3.50	Toothbrush - Colgate/Comparable	
	\$1.95 to \$2.50	Deodorant - Trial Size - Brut/Degree/Mennen/Speed Stick/Comparable	
	\$2.75	Chapstick	
	\$1.75	Hand & Body Lotion - Trial Size - V.I.C./Jergens/Comparable	
	\$0.75	Disposable Razor - BIC/Gillette/Schick/Comparable	
	(F) Boot Insoles	\$9.75	Spenco, Soft Sole-premium Insole
		\$3.25	Dr. Scholls - Cushion Insole
Current Market Price Plus 17% Markup		Major Brands - Kings/100's/Filter/Non-Filter/Menthol, Chew - Copenhagen/Skoal/Kodiak & others, Pouch Tobacco - Beechnut/Redman/Levi Garrett & Others	
(G) Tobacco Products			
	\$11.50	Fruit of the Loom/Hanes - Crew or Vee Neck - 3-Pack	
	\$19.00	Fruit of the Loom/Hanes - 5-pack	
(H) T-Shirts			
	\$362.00	White's - #400V Smokejumper 10"	
	\$379.00	White's - #425V Elk Tan Roughout 12"	
	\$319.00	Drew's - DRSS10V Roughshot 10"	
	\$319.00	Drew's - Drop10V All Brown Roughout	
	\$349.00	Drew's - DROLTT10V Lace to Toe Roughout or Smooth Cut	
	\$259.00	Drew's DRA10V Linecutter 10"	
	\$219.00	Drew's DRA108V Linecutter 8"	
	\$185.00	Drew's E610V Wildlander 10"	
	\$357.00	Nick's #25V Hotshot 10"	
(I) Boots			
	\$23.00	Fruit of the Loom/Hanes Hooded Pullover, Assorted Colors	
	\$15.00	Fruit of the Loom/Hanes Crew Neck, Assorted Colors	
	\$29.00	Fruit of the Loom/Hanes Hooded Zip Pullover, Assorted Colors	
	\$39.00	Hooded Pullover/Jerzees, Assorted Colors	
(J) Sweatshirts			
	\$13.00	Long Sleeved - J.E. Morgan/Comparable	
	\$13.00	Ankle Length Drawers – J.E. Morgan/Comparable	
(K) Thermal Underwear			

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Logo Items	\$14.50	T-Shirts - Fruit of the Loom/Hanes/Jerzee - (S, M, L) with Fire Incident Logo, 100% Cotton
	\$16.50	T-Shirts - Fruit of the Loom/Hanes/Jerzee (XXL or Larger) with Fire Incident Logo, 100% Cotton
	\$17.50	Baseball Caps with Fire Incident Logo
	\$29.50	Sweatshirts - Fruit of the Loom/Hanes/Jerzee (S, M, L) with Fire Incident Logo
	\$31.50	Sweatshirts - Fruit of the Loom/Hanes/Jerzee (XXL or Larger) with Fire Incident Logo
(B) Rain Gear	\$39.00	RainFair Premium Rain Jacket or Comparable
(C) Baseball Caps	\$10.00 to \$20.00	Assorted
(D) Stocking Caps	\$9.00	Wigwam/Carhart & others, Assorted Colors
(E) Sunglasses	\$10.00 to \$20.00	Assorted Styles
(F) Postage Stamps	Current Price	US Postal Service (Current Rate)
(G) Stationary Items	\$0.50	Envelopes - Standard Letter Size
	\$0.75	Postcards - Standard or Picture Size
	\$0.75 to	
	\$1.25	Basic Pens - BIC & others
(H) Boot Grease	\$7.95	Drew's - Leather Preservative - 6 oz tub
	\$10.95	White's - Boot Grease - 8 oz tub
(I) Sweat Pants	\$15.00	Fruit of the Loom/Hanes/Jerzee - Elastic Waistband, Assorted Colors
(J) Hairbrushes/Combs	\$1.00 to \$1.25	Basic Pocket Size Combs – Trim or Comparable
	\$3.35 to	
	\$5.00	Pocket Style Hairbrushes - Goody, Assorted
(K) Disposable Cigarette Lighters	\$1.25	Lighters - BIC & Comparable
(L) Contact Lens Supplies	\$6.50	Renu/Bausch & Lomb/OptiFree Saline Solutions

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(M) Film	\$7.50	Kodak - 200/400 ASA/ISO 27 exp.
(N) Knit Gloves	\$3.25	Jerzee & others
(O) Duffle Bags	\$29.00 \$35.00 \$39.00 \$49.95	Small/Landway or comparable Medium/Landway or comparable Large/Landway or comparable Jumbo Bag/New Equator or Comparable
(P) Batteries	\$3.95	3-pack AAA Batteries
(Q) Thongs	\$3.50 to \$10.00	Shower Shoes, Thongs
(R) Playing Cards	\$3.00	Hoyle/Maverick
(S) Tennis Shoes/Hiking Boots	\$49.00 to \$69.00 \$64.00 \$49.00 to \$99.00	Tennis Shoes - Hi Tec (Leather Cordura Hiker) Camp Shoe Romeo - Western Chef Hiking Boot - Columbia
(T) Nail Clippers	\$1.50 to \$3.00	Basic Nail Clippers - Trim or comparable
(U) Suspenders	\$16.50 \$20.00	Loggers Wear Carhart
(V) Light-Weather Jackets	\$49.00 to \$119.00 \$99.00 to \$149.00 \$75.00 to \$195.00	Jackets - Carhart, Assorted Styles & Colors Jackets & Coats - Pendleton, Assorted Styles & Colors Jackets & Coats – Columbia, Assorted Styles & Colors
(W) Towels/Washcloths	\$6.00 \$2.75	Towels - Bath Size - Stevens or comparable Washcloths - Stevens or comparable
(X) Flashlights	\$16.50	Maglight - Mini Mag with Case & Batteries
(Y) Magazines/Books		Cover Price
(Z) Personal Size Mirror	\$4.50	Mirror - Travel Size

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(AA) Disposable Cameras	\$12.25	Disposable Cameras - Kodak, Fuji, comparable
	\$16.50	Disposable Camera with Flash- Kodak, Fuji, comparable
(BB) Fire Packs & Accessories	\$139.00	Drew's Super Pack - Initial Attack
	\$199.00	Drew's Spike Pack
	\$159.00	Drew's Super Pack w/Hydration
	\$219.00	Drew's Spike Pack w/Hydration
	\$39.00	Drew's Chest Pack Radio Harness
	\$10.00	Water Bottle Holders
	\$75.00	Drew's Gear Bags
	\$29.95	Hydration Unit/Camelback – 70 oz bottle
	\$105.00 to \$125.00	Brush Pants
	\$155.00 to \$195.00	Fire Resistant Coats & Jackets – Carhartt
	\$63.95 to \$145.00	Fire Resistant Pants & Bibs – Carhartt
\$43.95	Fire Resistant Hats – Carhartt	
(CC) Leatherman Tool	\$49.00 to \$79.00	Folding Tool – Schrade/Gerber
	(DD) Clips	\$5.00
\$10.00		Carabiner Clips (Large)
(EE) Tents	\$59.00 to \$99.00	2 or 3 man Dome Tents - Stansport/Coleman/All American/Ozark Trail
	(FF) Boots	\$349.00
\$265.00		Hathorn - #110 V Smokejumper 10"
(GG) Phone Cards	\$15.00	MCI - 120 minutes
	\$8.00	ATT/MCI – 60 minutes
(HH) Boot Oil	\$7.95	Drew's 8 oz. Bottle
(II) Outdoor Shorts	\$28.00 to \$38.00	Shorts - Walking & Cargo/Carhart - Assorted Duck & Canvas Fabric

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(JJ) Work Shirts	\$13.00 to \$17.00	T-Shirts & Henleys - Long & Short Sleeve, Cotton (Carhart)
(KK) Alarm Clock	\$10.00 to \$15.00	Advance, Timex, Sharp or comparable
(LL) Watches	\$10.00 to \$20.00	Pocket or wrist watches - Aquatech or comparable
(MM) Mugs	\$7.50 to \$15.95	Insulated Travel Mugs
(NN) Personal Hygiene Holders	\$2.00 \$2.00	Soap Holder Toothbrush Holder
(OO) Backpacks	\$19.00	Small/Landway or comparable
(PP) Belts	\$10.00 to \$15.00	Belts
(QQ) Undergarments	\$9.95 to \$19.95	Hanes & others - Women's Sports Bras
(RR) Shower Bags	\$9.95 \$14.95 \$5.95	Small – New Equator/Comparable Large – New Equator/Comparable Shaving Bag – New Equator
(SS) Headwear	\$14.95 \$9.95	DooRag Bandana Hat – Assorted Styles and Colors Cooling Bands, Assorted Styles and Colors
(TT) COMFORT FOODS	PRICE	DESCRIPTION
	\$.75 TO \$.99	Granola Bars/Cereal Bars
	\$1.65 to \$2.25	Protein Bars/Protein Shakes – Zone/Power/EAS
	\$.60 - \$1.20	Trail Mix/Chex Mix/Sunflower Seeds
	\$2.15	2 oz Jerky – Individually Packed
	\$5.85	4 oz Jerky – Individually Packed
	\$.50	Gum – Assorted Flavors/Brands, Individually Packed
	\$1.25	Candy Bars/Hard Candy – 3.6 oz Bags
	\$.70 to \$1.19	Individual Candy Bars – Assorted Brands
	\$2.25	Pringles - 5.75 oz chips
	\$1.00	Pringles – 1.75 oz chips
	\$.75 to \$1.25	2.5 oz – 4.5 oz Assorted Bags of Potato Chips

NOTE: All comfort foods must be factory-wrapped and sealed.

PRICE SCHEDULE

Offeror Name: EMERGENCY SERVICE, INC.

Note: Reference C-8, Inventory, for complete description of items

MANDATORY INVENTORY	MAXIMUM PRICE	ITEM DESCRIPTION
(A) Boot Laces	\$6.00	90" Leather
(B) Socks	\$5.50	Tube, 3 pack - FOL or Hanes, Cotton/Cotton Blend
	\$19.95	Boot, 3 pack, wool blend - Wigwam Mills, Fox River, Seneca, Northwest
	\$6.95	Wool Blend - 1 pr - same as above
(C) Undergarments	\$8.25	Women's panties -3 pk, FOL/Hanes
	\$8.25	Men's Briefs - 3 pack - FOL/Hanes/American Fare or comparable
	\$11.50	Men's Briefs - 3 pack - sizes 2XX/up - FOL/Hanes/American Fare or comparable
	\$11.50	Men's Boxer, 3 pack - FOL/Hanes/American Fare or comparable
	\$14.50	Men's Boxer, 3 pack - sizes 2XX/up - FOL/Hanes/American Fare or comparable
	\$11.50	Men's Boxer Briefs, 2 pack - FOL/Hanes/American Fare or comparable
	\$14.50	Men's Boxer Briefs, 2 pack - sizes 2XX/up - FOL/Hanes/American Fare or comparable
(D) Neckerchiefs	\$2.45	Bandana style, Assorted colors
(E) Personal Hygiene Products	\$7.95	Foot Powder - 3 oz - Desenex or comparable
	\$5.50	Foot Powder - Odor Eaters
	\$4.95	Moleskin - Dr. Scholls or comparable brand
	\$2.25	Dental Floss - Johnson & Johnson - 50 yd.
	\$2.75	Toothpaste - 2.7 oz - Crest, Peepsodent, Aqua Fresh
	\$1.30	Toothpaste, Travel Size - Crest, Dawn Mist or comparable
	\$3.25	Toothbrush, Assorted
	\$1.95	Toothbrush, Travel Size
	\$2.50	Mouthwash - 3 oz. - Listerine or comparable
	\$2.50	Mouthwash - Pocket pack, 24 count - Listerine or comparable
	\$1.50	Lip Balm – Blistex/Chapstick or comparable
	\$3.95	Shaving Cream - 9 oz. - Gillette, Mennen or comparable
	\$1.95	Shaving Cream - Travel Size - Gillette/Mennen or comparable

MANDATORY INVENTORY	MAXIMUM PRICE	ITEM DESCRIPTION
(E) Personal Hygiene Products	\$4.95	After Shave - Gillette/Mennen or comparable
	\$3.00	Disposable Razors, double edge - 5 pack - BIC or comparable brand
	\$4.95	Shampoo/Conditioner - 6 oz - Pert or comparable brand
	\$1.75	Shampoo - Travel size - Pert or comparable
	\$3.95	Deodorant - 1.7 oz stick - Sure, Gillette, assorted name brands
	\$1.75	Deodorant - Travel size - Sure, Gillette, assorted name brands
	\$4.75	Bath Powder - 8 oz - Shower-to-Shower
	\$3.25	Lotion - 2.5 oz - Vaseline Intensive Care or comparable
	\$1.30	Lotion - Travel size - Vaseline Intensive Care or comparable
	\$1.75	Bar Soap - Dial, Irish Spring, or comparable/ w bag
	\$1.50	Cotton Swabs - 54 count - Q-Tip or comparable
	\$3.50	Tampons - 18 count - Tampax or comparable
	\$4.75	Feminine Napkins - Stay Free or comparable
(F) Boot Insoles	\$3.00	Boot Insoles, Dr. Scholl's - Air Pillows
	\$5.00	Boot Insoles, Dr. Scholl's - Air Pillows - double thickness
(G) Tobacco Products	Current Market Price Plus Markup as Noted	Cigarettes by the carton (10 pk) - 16%; single packs - 17%; Snuff/Chewing Tobacco - 17% and Cigars and Pipe Tobacco - 17%
(H) T-Shirts	\$11.50	T-Shirts - Crew neck, white, 3 pack - FOL/Hanes/American Fare
	\$14.00	T-Shirts - sizes 2XX/up, 3 pack - FOL/Hanes, American Fare
(I) Boots	\$359.00	Nick's Hotshot #25V10"
	\$313.00	Nick's Forester #55F10"
	\$369.00	Nick's Hotshot #25LTT10" (LTT) Lace to Toe
	\$325.00	Nick's Forester #55LLT10" (LTT) Lace to Toe
(J) Sweatshirts	\$13.50	Sweatshirts - crew neck - FOL/Hanes/American Fare or comparable
	\$15.50	Sweatshirts - crew neck - sizes 2XX/up FOL/Hanes/American Fare or comparable
(K) Thermal Underwear	\$11.50	Thermo underwear - tops or bottoms - Thermo or comparable
	\$12.50	Thermo underwear - tops or bottoms - sizes 2XX/up - Thermo or comparable

OPTIONAL INVENTORY	MAXIMUM PRICE	ITEM DESCRIPTION
(A) Logo Printed Items	\$13.00	Logo Printed Tee-Shirts - Child/youth sizes - Hanes/Jerzee or comparable
	\$14.50	Logo Printed Tee-Shirts - Adult - Hanes/Jerzee or comparable
	\$16.50	Logo Printed T-Shirts, sizes 2XX/up - Hanes/Jerzee or comparable
	\$32.00	Logo Printed Hooded Sweatshirts - Adult - Hanes/Jersey or comparable
	\$35.00	Logo Printed Hooded Sweatshirts - sizes 2XX/up - Hanes/Jersey or comparable
	\$22.00	Logo Printed Long Sleeve Tee – Adult, Hanes/Jerzee/Comparable
	\$25.00	Logo Printed Long Sleeve Tee, 2XX/up – Hanes/Jerzee/Comparable
	\$21.00	Logo Printed Short Sleeve Tie Dye Tee – Adult – Hanes/Jerzee/Comparable
	\$23.00	Logo-Printed Short Sleeve Tie Dye Tee – 2XX/up – Hanes/Jerzee/Comparable
	\$8.00/\$13.00	Printed Insulated Cups, Variety Brands, Colors, Sizes, includes Handles & Lids
Logo Embroidered Items	\$13.95	Logo Hats - Premium Embroidery
	\$17.50	Embroidered Short Sleeve Tee – Adult – Hanes/Jerzee/Comparable
	\$19.75	Embroidered Short Sleeve Tee – 2XX/up – Hanes/Jerzee/Comparable
	\$22.00	Embroidered Long Sleeve Tee – Adult – Hanes/Jerzee/Comparable
	\$25.00	Embroidered Long Sleeve Tee – 2XX/up – Hanes/Jerzee/Comparable
	\$35.00	Embroidered Vest – Polar Fleece – Adult
	\$39.75	Embroidered Vest – Polar Fleece – 2XX/up
	\$47.50	Embroidered Jacket – Polar Fleece – Adult
	\$52.00	Embroidered Jacket – Polar Fleece – 2XX/up
	\$11.75	Embroidered Beanie Knit Camp
(B) Rain Gear	\$8.25	Rain Gear - Ponchos - Stansport or comparable
(C) Baseball Caps	\$8.00	Baseball Caps - Variety of colors - no logos
(D) Stocking Caps	\$5.25	Stocking Caps - Brand Names - Assorted colors
(E) Sunglasses	\$7.75 to \$21.75	Sunglasses - Assorted brands and styles
(F) Postage Stamps	Current Price	US Postal Service
(G) Stationary Items	\$0.50	Paper and envelope

OPTIONAL INVENTORY	MAXIMUM PRICE	ITEM DESCRIPTION
(H) Boot Grease	\$4.75	Hubreds - 7.5 oz
	\$10.75	Nick's - 8 oz
	\$5.59	Nick's - 4 oz
(I) Sweat Pants	\$13.50	Sweat Pants - FOL/Hanes/Jerzee or comparable
	\$15.50	Sweat Pants - sizes 2XX/up - FOL/Hanes/Jerzee or comparable
(J) Hairbrushes/Combs	\$1.25	Combs - 2 pk
	\$3.75	Goody – Brush
(K) Disposable Cigarette Lighters	\$1.50	BIC – assorted colors
(L) Contact Lens Supplies		No Offer
(M) Film	\$6.75	Kodak/Fuji - 135 - 24 exposure
	\$12.25	Disposable Camera - Kodak/Fuji/Polaroid
(N) Knit Gloves	\$3.95	Wells Lamont or comparable
(O) Duffle Bags	\$29.95	Stansport/Wilson or comparable
	\$24.95	Stansport/Wilson or comparable
(P) Batteries	\$1.25	AA, AAA, C, D-Heavy Duty
(Q) Shower Shoes – (Thongs)	\$3.75	Assorted Styles/colors
(R) Playing Cards	\$3.50	Hoyle
(S) Boots/Tennis Shoes/Hiking Boots	Current Market Price	Tennis Shoes/Hiking Boots - Reebok, Stansport/Converse or comparable
	\$289.00	Westco, Jobmaster #210-700
	\$250.00	Camp Boot 8"
	\$265.00	Camp Boot 10"
	\$38.00	Romeo, Camp Shoe
	\$375.00	White's Smokejumper – 10" #375V
(T) Nail Clippers	\$1.50	GEM – Fingernail
	\$2.00	GEM – Toenail
(U) Suspenders	\$12.50	Suspender Factory or comparable

OPTIONAL INVENTORY	MAXIMUM PRICE	ITEM DESCRIPTION
(V) Light-Weather Jackets	\$45.00	NW Territory or comparable
	\$43.00	Jerzee Fleece, Polar Fleece or comparable
	\$55.00	Denim Insulated
	\$77.00	Carhart - Jacket, lined
	\$97.50	Carhart - Coat, lined
(W) Towels/Washcloths	\$2.00	Wash Cloth
	\$7.95	Towel
(X) Flashlights	\$16.50	Mini-Mag Light
	\$7.75	Tuffy
	\$13.95	Tent/Reading/Trail Lantern
(Y) Magazines/Books		No Offer
(Z) Personal Size Mirror	\$4.00	Good - Assorted Styles/colors
(AA) Tweezers	\$1.50	GEM - slant tip or comparable
(BB) Tents	\$65.00	2 - man - Kelty/Stansport or comparable
	\$85.00	4 - man - Sunkyong, Kelty, Stansport or comparable
(CC) Web Belt	\$4.95	Military style – one size fits all
(DD) Phone Card	\$13.00	MCI - 120 minutes
(EE) Wallet	\$7.75	Stansport – nylon
(FF) Time Pieces		
Alarm clock	\$10.95	Keno or comparable - key wind
Watches	\$18.95	Timex or comparable brand
(GG) Soap Caddy	\$1.50	Stansport or comparable
(HH) Toothbrush Holder	\$2.75	Stansport or comparable - 2 pk

OPTIONAL INVENTORY	MAXIMUM PRICE	ITEM DESCRIPTION
(II) Fire Packs & Accessories	\$96.50 \$13.75 \$99.50 \$47.50 \$35.00 \$104.50 \$147.50	Ranger – Phoenix pack Water Bottle Holders Dura pack - Cargo Pack Western Shelter, Nat'l - Radio Harness Nat'l Fire Fighter - Radio Harness Crew Boss - Brush pants Ranger - Initial Attack Pack
(JJ) Multi-Utility Tool	\$30.00/\$85.00	Gerber/Winchester/Leatherman or comparable
(KK) COMFORT FOODS	\$10.75 \$1.50 \$.60/\$1.25 \$8.00 \$11.25 \$11.25 \$7.15 \$.60/\$1.25 \$.70/\$1.25	9 oz Jerky, Oberto or Comparable 1 oz Jerky, Oberto or Comparable Cookies, Personal – 1.5 oz/2.5 oz – Nabisco/Comparable Cranberry 30 oz Mixed Fruit 36 oz Apricot 50 oz Plums 50 oz Fruit Snacks, Nabisco or Comparable, Assorted Flavors 2.5 oz Candy Bars, National Brands – 1.69/4 oz.
Dried Fruit, National Brands		
Gum, Wrigley or Comparable	\$1.25 \$1.25 \$1.60/\$1.95	12 pk cubes, Assorted Flavors 17 pk sticks, Assorted Flavors High Protein Bars – Balance or Comparable

NOTE: All comfort foods must be factory-wrapped and sealed.

PRICE SCHEDULE

Offeror Name: EXCEPTIONAL FIRE SERVICES, INCORPORATED

Note: Reference C-8, Inventory, for complete description of items

MANDATORY INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Boot Laces	\$3.75	White's - leather - 72"
	\$5.25	White's - leather - 90"
	\$6.25	White's - leather - 108"
(B) Socks	\$2.00	Hanes/Russell/Jerzee – men’s, women’s cotton crew socks
	\$9.50	Hanes/Jerzee – crew sock, 6 pack
	\$12.00*	Hanes/Fruit of the Loom – men’s, women’s underwear, 6 pack
	\$8.00*	Hanes/Fruit of the Loom – men’s, women’s underwear, 3 pack
(C) Undergarments	\$8.50	All Undergarments - XXL and up add \$2.00 Hanes/Fruit of the Loom – men’s boxers, 2 pack
	\$2.50	Bandanas - various designs
(D) Neckerchiefs	\$3.00	Colgate/Crest/Aquafresh - Toothpaste, 8.2 oz
	\$1.25	Colgate/Crest/Aquafresh - Travel Size
(E) Personal Hygiene Products	\$1.25	Scope Mouthwash - Travel Size
	\$2.00	Oral B/J & J Dental Floss, 55 yards
	\$3.00	Colgate/Crest/Oral B Toothbrush
	\$2.75	Binaca Breath Spray, .2 oz
	\$1.00	Gillette Good News Twin Blade Razor
	\$6.00	Bic Plus/Bic Lady Razor, 12 pack
	\$2.25	Edge/Skintimate Shaving Gel, 2.75 oz
	\$2.25	Barbasol/Colgate Shaving Cream, 11 oz.
	\$4.25	Gillette Aftershave Gel/Lotion, 2.5 oz.
	\$3.50	Sure/Secret Deodorant, 2.9 oz
	\$4.25	Degree Deodorant, 3.2 oz.
	\$1.00	Irish Spring/Ivory Bar Soap, 4.5 oz.
	\$5.00	Visine Advanced Eye Drops, .5 oz.
	\$2.00	Blistex/Chapstick Lip Care
	\$7.50	Tinactin Foot Spray, 5.3 oz.
\$1.50	Trim Tweezers	

MANDATORY INVENTORY	MAXIMUM PRICE	DESCRIPTION
(E) Personal Hygiene Products	\$1.50	Q-Tips Cotton Swabs - Travel Size
	\$1.50	Herbel Ess/Thermasilk/Finnesse/H & S Shampoos and Conditioners - Travel Size
	\$1.50	Curel/Vaseline/Jergens/St. Ives Lotion - Travel Size
	\$2.50	Trojan Condom, 3 pack
	\$6.00	Tampax Super Plus Tampons, 20 pack
	\$2.00	Kotex Panti Liner, 22 pack
	\$4.75	Always Feminine Napkins, 18 pack
(F) Boot Insoles	\$8.50	Spenco Insoles
	\$3.00	Dr. Scholls Air Pillow
	\$14.00	Spenco Extra Support Insoles
(G) Tobacco Products	Current Market Price Plus 17% Markup	Name Brand Cigarettes - per pack
		Name Brand chewing tobacco, snuff
		Name Brand cigars
		Name Brand pipe tobacco
(H) T-Shirts	\$4.00*	Hanes/Fruit of the Loom - cotton
	\$10.75*	Hanes/Fruit of the Loom - cotton - 3 pack
	(*)	XXL add \$1.00, XXL add \$2.00
(I) Boots	\$371.00	White - Smokejumper 10"
	\$361.00	Nicks - Hotshot - 10"
(J) Sweatshirts	\$15.50*	Hanes/ Comparable - Crew, Fleece Lined
	\$23.50*	Hanes/ Comparable - Hooded, Fleece Lined
	(*)	XXL - add \$2.00, XXXL, XXXXL - add \$3.00
(K) Thermal Underwear	\$9.50*	Hanes/J.E. Morgan – men’s, women’s tops
	\$9.50*	Hanes/J.E. Morgan – men’s, women’s bottoms
	(*)	XXL - add \$2.00, XXXL, XXXXL - add \$3.00
(A) Logo Items	\$15.75	Embroidered Logo Hats/ Beanies
		Hanes Beefy T/Hanes Heavyweight/comparable
	\$14.50*	100% cotton-Logo Shirts
	\$29.50*	Hanes/ Comparable - Hooded Sweatshirt
	\$23.50*	Hanes/ Comparable - Crew Sweatshirt

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Logo Items	\$19.50*	Hanes/ Comparable - Cotton Polo Shirt
	\$19.50*	Hanes Beefy T/ Comparable -Long Sleeved Shirt Hooded Sweatshirt with Full Size Embroidered
	\$35.00* (*)	Logo XXL - add \$2.00, XXXL, XXXXL - add \$3.00
(B) Rain Gear	\$3.75	Hooded Vinyl Poncho
	\$8.50	Heavy Duty Hooded PVC Poncho
(C) Baseball Caps	\$6.50	Assorted Styles and Colors
(D) Stocking Caps	\$5.25	Knit Hat/Beanie
(E) Sunglasses	\$12.00	Assorted Styles
(F) Postage Stamps	\$0.37	US Postal Service
(G) Stationary Items	\$0.50	Papermate - Blue/Black Pen
	\$0.25	Envelope
	\$1.00	Notepad, 50 sheets
	\$1.50	Sharpie Pen
	\$1.00	Greeting Card with Envelope
(H) Boot Grease	\$10.25	Whites - 8 oz tub
	\$5.50	Pecard - 6 oz tub
	\$5.75	Pecard - 8 oz Boot Oil
(I) Sweat Pants	\$15.25	Hanes/ Comparable - Fleece Lined Elastic Waist
(J) Hairbrushes/Combs	\$3.75	Goody Hairbrush
	\$1.25	Pocket Comb
(K) Disposable Cigarette Lighters	\$1.25	BIC or comparable lighters
(L) Contact Lens Supplies	\$5.75	Bausch & Lomb Multiplus, 4 oz.
	\$5.50	Visine/Clear Eyes Contact Lens Drops
	\$3.00	Bausch & Lomb Contact Lens Case
(M) Film	\$5.50	Kodak Max - 24 exposure
	\$6.75	Kodak Max - 36 exposure
	\$13.00	Kodak - 27 exposure Disposable Camera with Flash

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(N) Knit Gloves	\$5.50	Rag Wool Five Finger Glove
	\$3.00	Cotton Gloves
(O) Duffle Bags	\$19.50	Deluxe zipper cotton canvas Duffle Bag, 21" x 36"
	\$23.50	Deluxe zipper cotton canvas Duffle Bag, 25" x 42"
	\$21.00	Stansport water repellent nylon Duffle Bag with full length zipper, 36" x 18"
(P) Batteries	\$1.25	Duracell - AAA, AA
	\$2.00	Duracell - C, D
(Q) Shower Shoes (Thongs)	\$5.50	Assorted
(R) Playing Cards	\$2.50	Playing cards
(S) Tennis Shoes/Hiking Boots	Current Market Price	Name brand Tennis Shoes and Hiking Boots
(T) Nail Clippers	\$1.25	Trim - small/large nail clippers
(U) Suspenders	\$12.50	Elastic - 1/1/2" wide, 46" or 54"
	\$16.50	Elastic - 2" wide, 46" or 54"
(V) Light-Weather Jackets	\$62.50	Dickies – cotton duck cargo Jacket
	\$37.00	Dickies – cotton duck work Vest
	\$38.75*	Port Company – 13 oz Fleece ¼ zip pullover
	\$59.00*	Carhart/Dickies – Cotton Duck Work Jacket
	(*)	XXL, XXXL, - add \$5.00
(W) Towels/Washcloths	\$2.00	100% cotton Washcloth
	\$7.25	100% cotton Bath Towel, 25" x 50"
(X) Flashlights	\$3.75	Maglight - Holster
	\$9.50	Maglight - Solitaire with batteries

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(X) Flashlights	\$14.50 \$24.50	Maglight - Minimag with batteries Maglight - 3 D cell Flashlight
(Y) Magazines/Books	Face Value	Books, current Best Sellers Magazines, current Issues
(Z) Personal Size Mirror	\$2.50	Goody travel size Mirror
(AA) Phone Cards	\$18.00	MCI - 120 minute Card (.15 per minute)
(BB) Tent	\$55.00 \$65.00 \$1.00	Stansport/ Name Brand - 3 person dome tent Stansport/ Name Brand - 4 person dome tent Heavy Duty Steel Tent Stake
(CC) Sleeping Bag	\$19.50 \$25.00	Fleece sleeping bag/insert, 32" & 75" Stansport - Nylon box waffle air mattress with full length pillow, 29" x 76"
(DD) Toiletry Items	\$10.50 \$1.50 \$2.00	Fold-up Travel Toiletry Organizer Soap Dish Stansport Toothbrush Holder, 2 pack
(EE) Accessories	\$6.50 \$14.25 \$6.00 \$4.25	Stansport Tri-fold Wallet Stansport Fanny Pack Padded Eye Glass Case Webbed Cotton Belt
(FF) Compass	\$5.25	Multi Function Compass
(GG) Shorts	\$25.00 \$12.75	Dickies cotton Work Shorts Hanes/Anvil - Cotton, Drawstring with pockets
(HH) Clips	\$3.00 \$6.50	Carabiner Clips – small Carabiner Clips – large
(II) Alarm Clock	\$13.00	Timex/Sharp/comparable

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(JJ) Fire Packs & Accessories	\$170.00	Theilsen – System Pack
	\$169.00	True North – Fire Fly Pack
	\$100.00	Gear 911 – Crew Pack
	\$45.00	Radio Chest Harness
	\$13.00	Flagging Tape Holder
	\$11.00	Fussee Holder
	(KK) Hydration Products	\$39.50
\$1.50		Camelback – Camelclips
(LL) Socks	\$8.75	Fox River – Wick Dry
	\$12.75	Fox River Boot Socks – 2 pack
	\$9.50	Fox River/Comparable – Wool Blend
(MM) Shoes & Boots	\$63.95	Camp Shoe Romeo
	\$293.00	Hawthorne Highline- 10"
	\$273.00	Hathorn - 10"
	\$313.00	Nicks - Forester - 10"
(NN) COMFORT FOODS	MAXIMUM PRICE	DESCRIPTION
Snack Items	\$2.00	Protein/Energy bars
	\$5.00	Jerky – 4 oz
	\$9.00	Jerky – 8 oz
	\$1.00	Chewing Gum – Regular size packs
	\$0.75 - \$1.25	Granola Bars/Candy Bars/Trail Mix/Fruit Snacks/Cashews/Various Snack Items
	\$1.50	King Size Snacks

NOTE: All comfort foods must be factory-wrapped and sealed.

PRICE SCHEDULE

Offeror Name: NORTH BAY ENTERPRISES, INC.

Note: Reference C-8, Inventory, for complete description of items

MANDATORY INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Boot Laces	\$5.25	72" Leather
	\$6.00	81" Boot Laces
(B) Socks	\$9.50	Tube, crew cotton or cotton blend, 6 pk.
	\$7.50 - \$9.50	Wool blend per pair
(C) Undergarments	\$9.00	Hanes, Fruit of the Loom men's briefs, cotton, 3 pk
	\$11.00	Hanes, Fruit of the Loom men's boxers, cotton blend, 3 pk
	\$9.00	Hanes, Fruit of the Loom women's briefs, 3 pk
(D) Neckerchiefs	\$2.50	Bandana Style - Assorted colors
(E) Personal Hygiene Products	\$1.50	Shampoo - Trial size
	\$1.50	Conditioner - Trial size
	\$2.00	Toothpaste - Trial size
	\$2.00	Hand Lotion - Trial size
	\$2.00	Q-Tips - Trial size
	\$2.00	Soap
	\$2.00	Deodorant - Trial size
	\$2.00	Mouth Wash - Trial size
	\$2.00	Razors - Trial size - 2 pair
	\$2.50	Shaving Cream - Trial size
	\$2.50	Lip Balm
	\$3.00	Toothbrush - Crest/Oral B/or alike
	\$5.50	Tampons - Kotex brand - 18 count
	\$5.00	Kotex Maxi Pad - 24 count
	\$2.50	Kotex Pantiliner - 22 count
\$2.25	Dental Floss	
(F) Boot Insoles	\$2.75	Various brand, men's and women's
	\$5.00	Dr. Scholls double quilted, men's and women's
	\$13.75	Spenco/or a like boot insoles

MANDATORY INVENTORY	MAXIMUM PRICE	DESCRIPTION
	Current Market Price Plus 17% Markup	
(G) Tobacco Products		Name Brand - Cigarettes (carton) Name Brand - Cigarettes (pack) Name Brand - Chewing Tobacco Cigars - Swisher Sweets
(H) T-Shirts	\$11.25	Cotton, cotton blend, V and crew neck - 3 pack
(I) Boots	\$380.00 \$279.00 \$275.00	Whites 10" - #400V - Smokjumper Hawthorn 10" - #110V - Smokejumper Georgia Boot #G9200 Fire Proof Logger 10"
(J) Sweatshirts	\$18.50 \$21.50 \$28.00 \$31.00	Crew Neck - S, M, L, XL Crew Neck - XXL Hooded - S, M, L, XL Hooded - XXL
(K) Thermal Underwear	\$13.00	Tops and Bottoms
OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Logo Items	\$15.00 \$18.00 \$35.00 \$38.00 \$18.00 \$20.00	T-Shirts with Fire Incident Logo - S, M, L, XL T-Shirts with Fire Incident Logo - XXL, XXXL Heavyweight Hooded Sweatshirt with Fire Incident Logo - S, M, L, XL Heavyweight Hooded Sweatshirt with Fire Incident Log - XXL, XXXL Baseball Cap with Logo Logo Embroidered T-Shirts, S, M, L, XLG
(B) Rain Gear	\$8.00 \$11.00	Assorted Poncho, 10 gauge Heavyweight Poncho
(C) Baseball Caps	\$9.00 to \$13.00	Assorted
(D) Stocking Caps	\$6.50 \$9.00 \$11.00	Acrylic - Assorted colors Wool Blend - Dark colors Wool - Dark colors
(E) Sunglasses	\$11.00	Various Styles

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(F) Postage Stamps	Current price	
(G) Stationary Items	\$2.50	Envelope and 6 pages of lined paper
(H) Boot Grease	\$5.25	Various - Montana
(I) Sweat Pants	\$15.00	S, M, L, XL Cotton blend
(J) Hairbrushes/Combs	\$5.00	Full Size
	\$1.00	Comb
(K) Disposable Cigarette Lighters	\$1.25	BIC
(L) Contact Lens Supplies		No Offer
(M) Film	\$12.50	Assorted disposable Cameras such as Kodak/Quick Snap - 24 exposures
	\$5.75	Film - 24 exposures
	\$7.00	Film - 36 exposures
(N) Knit Gloves	\$6.75	Dutch Harbor
	\$10.00	Rag Wool finger and fingerless
(O) Duffle Bags	\$27.00	Stansport - Assorted
(P) Batteries		No Offer
(Q) Shower Shoes (Thongs)	\$3.75	Assorted
(R) Playing Cards	\$3.25	Holt/Maverick
(S) Boots/Tennis Shoes/Hiking Boots	20% over Current Market Price \$296.00	Hiking Boots – on Request Wesco 10" - #210-700 Jobmaster
(T) Nail Clippers		\$2.50

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(U) Suspenders	\$15.00	Wide/Heavy Clip
(V) Light-Weather Jackets	\$35.00 \$35.00	Nylon Flannel - Nylon Lined
(W) Towels/Washcloths	\$5.25 \$2.25	Towel - 100% cotton Washcloth - 100% cotton
(X) Flashlights	\$7.50 \$13.25	Mini - Rubbermaid Minimag or comparable
(Y) Magazines/Books		No Offer
(Z) Personal Size Mirror	\$3.25	Compact or Travel size
(AA) Air Bed	\$25.00	Ozark Trail or Coleman Velour
(BB) Boot Brush	\$4.00	Boot Brushes
(CC) Web Belts	\$7.00	One size fits all
(DD) Tents	\$60.00 \$70.00	Sportsman or comparable - 2 man Sportsman or comparable - 3 man
(EE) Alarm Clock	\$10.00	Windup or batteries
(FF) Watch	\$10.00	Plastic or cloth band plain
(GG) Postcards	\$0.75	Picture Post Card

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(HH) COMFORT FOODS		
	\$7.50	Beef Jerky – 9 oz bag, OH Boy Oberto Brand, Teriyaki, Turkey, Peppered or Original
	\$6.00	Beef Jerky – 4 oz bag, OH Boy Oberto Brand, Teriyaki, Turkey, Peppered or Original
	\$5.00	Beef Jerky – 3.5 oz, Jack Links Brand, Teriyaki, Turkey, Peppered or Original
Dried Fruit	\$9.50	Apricots – 3.1 lb, Kirkland Brand or Alike
	\$3.50	Apricots – 7 oz Bag, Ann’s House of Nuts or Alike
	\$9.50	Mangos – 1 lb 9 oz, Philippine Brand or Alike
	\$9.50	Mixed Fruit – 2.25 lbs, Kirkland or Alike
	\$9.50	Plums – 3.1 lbs, Kirkland or Alike
	\$3.50	Fruit Mix – 8 oz, Ann’s House of Nuts or Alike

NOTE: All comfort foods must be factory-wrapped and sealed.

PRICE SCHEDULE

Offeror Name: NORTHWEST CONTRACTORS

Note: Reference C-8, Inventory, for complete description of items

MANDATORY INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Boot Laces	\$5.50	72" Leather
	\$3.00	72" Nylon
(B) Socks	\$10.00	Fruit of the Loom (FOTL)/ Comparable , Jerzee Cotton, 6 pk
	\$12.00	High Country Wool Blend - 2 pk
	\$9.00	Goose Bay/ Comparable Wool Socks - 1 pr
	\$10.00	Women's Hanes/FOTL/ Comparable cotton crew socks - 6 pack
	\$13.00	Head Cushion Sole - 3 pk
(C) Undergarments	\$8.00	FOTL/Hanes/ Comparable Briefs - 3 pk
	\$14.00	FOTL/Hanes/ Comparable Briefs - 6 pk
	\$13.00	FOTL/Hanes/ Comparable Boxers - 3 pk
	\$12.00	FOTL/Hanes/ Comparable Women's Briefs - 6 pk
	\$7.00	FOTL/Hanes Women's Briefs - 3 pk
(D) Neckerchiefs	\$2.75	100% Cotton - single
	\$5.00	100% Cotton - 2 pk
(E) Personal Hygiene Products	\$1.50	Pert Plus/comparable Shampoo - Travel Size
	\$1.50	Conditioner - Travel Size
	\$1.50	Hand Lotion - Travel Size
	\$2.00	Toothbrush Holder
	\$2.00	Soap Holder
	\$1.50	Bar Soap
	\$2.00	Crest/comparable Toothpaste - Travel Size
	\$3.00	Medium Toothbrush
	\$2.50	Deodorant - Travel Size
	\$3.00	Tampax/ Comparable Feminine Napkins/ - Travel Size
	\$4.00	Razors - 3 pk.
	\$2.50	Gillette/comparable Shaving Cream
	\$6.75	Dr. Scholls/ Comparable Foot Powder
	\$4.75	Shower to Shower or equivalent Bath Powder

MANDATORY INVENTORY	MAXIMUM PRICE	DESCRIPTION
(E) Personal Hygiene Products	\$1.50	Q-Tips
(F) Boot Insoles	\$9.75 \$3.50	Dr. Scholl's/ Comparable Advantage Worker Dr. Scholl's/ Comparable Air Pillow
(G) Tobacco Products	Current Market Price Plus 17% Markup	All Tobacco Products
(H) T-Shirts	\$13.00	FOTL/ Comparable Crew/V-Neck - 3 pk
(I) Boots	\$377.00	Whites - 10" Smokejumper
(J) Sweatshirts	\$15.00 \$25.00	FOTL/Hanes/ Comparable Crew Neck FOTL/Hanes/ Comparable Hooded
(K) Thermal Underwear	\$13.50 \$16.00	FOTL/ Comparable Top & Bottom Henly/ Comparable Heavyweight Top & Bottom
OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Logo Items	\$14.00	FOTL/Hanes/Jerzee w/Fire name
(B) Rain Gear	\$6.00 \$20.00	Poncho 10 gauge lining Rain Coat - Vinyl with inner lining
(C) Baseball Caps	\$18.00	Embroidered Caps
(D) Stocking Caps	\$5.00	Knit Stocking Caps
(E) Sunglasses	\$15.00	Assorted brands, top quality
(F) Postage Stamps	\$0.37	
(G) Stationary Items		Special Order
(H) Boot Grease	\$6.00 \$6.00	Pacard/ Comparable Grease - 6 oz Kwik/ Comparable Boot Grease

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(I) Sweat Pants	\$15.00	FOTL/Hanes/Jerzees/ Comparable elastic waist
(J) Hairbrushes/Combs	\$1.00	Comb Plastic
	\$4.00	Goodie Brush
(K) Disposable Cigarette Lighters	\$1.50	BIC of equivalent
(L) Contact Lens Supplies		Special Order
(M) Film	\$12.00	Disposable Camera w/flash - 27 exposure
(N) Knit Gloves	\$6.00	Liner
	\$14.00	Rag Wool
(O) Duffle Bags	\$18.00	Stansport or comparable
(P) Batteries	\$2.00	Duracell or comparable
(Q) Shower Shoes (Thongs)	\$5.00	Thongs
(R) Playing Cards	\$3.25	Hoyle or equivalent
(S) Tennis Shoes/Hiking Boots		Special Order
(T) Nail Clippers	\$2.50	
(U) Suspenders	\$14.00	Wide Logger - red/black
(V) Light-Weather Jackets		Special Order
(W) Towels/Washcloths	\$2.00	Wash Cloths
	\$5.00	Bath Towel
(X) Flashlights	\$16.50	Maglight
	\$13.00	Alarm Clock Travel quartz
(Y) Magazines/Books	Free	Wildland Firefighter Magazine and any magazines donated by Goodwill or equivalent
(Z) Personal Size Mirror	\$2.00	Goody or comparable

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(AA) COMFORT FOODS		
	\$1.50	Jerky - 1 oz Variety
	\$2.00	13" Pepperoni Sticks
	\$1.00	Peanuts Variety Pack 2 oz.
	\$1.00	Granola Bars – 1.5 oz
	\$.50/box/ 2 box min	Dried Fruit - 1 oz - - 2 box minimum
	\$1.50	Gum
	\$1.00	Fruit Chews – 2 oz
	\$1.00	Cereal Bars

NOTE: All comfort foods must be factory-wrapped and sealed.

PRICE SCHEDULE

Offeror Name: TL'S COMMISSARY SERVICES (formerly Martinez & Stirling)

Note: Reference C-8, Inventory, for complete description of items

MANDATORY INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Boot Laces	\$4.50	72" minimum, Leather
	\$6.25	90 – 108" Leather Laces
(B) Socks	\$9.50	Wool Blend Socks
	\$9.50	Tube, 100% Cotton 6-pack
	\$5.50	Tube, 100% Cotton 3-pack
	\$2.50	Tube, 100% Cotton 1-pair
(C) Undergarments	\$10.50	Hanes HerWay 100% cotton: 3 pack, women's sizes 6, 7, 8
	\$11.50	Hanes - 100% cotton briefs, men's sizes 32, 34, 36, 38
(D) Neckerchiefs	\$3.50	Bandana Style - 100% cotton
(E) Personal Hygiene Products	\$2.25	Name brands/Travel size: Toothpaste, Shampoo, Conditioner, Lotion, Mouthwash, Dental Floss, etc.
	\$5.00	Shampoo, 6.8 oz, Name Brand
	\$3.50	Toothbrush, Name Brands
	\$2.50	Shaving Cream/Name Brands/Travel size
	\$3.50	Deodorant, Name Brands
	\$3.00	Disposable Razors, double-edge, 5 pack
	\$0.60	Disposable Razors, single
	\$2.25	Chapstick/Blistex, Lip Balm
	\$1.50	Bath Soap - Bar of Lotion
	\$2.25	Cotton Swabs/Travel Size/Name Brands
	\$7.00	Foot Powder - Desitin, Dr. Scholls - 4 oz
	\$6.75	Desenex Ointment - Skin Protectant
	\$6.00	Tampons, Name Brand, Super Plus - 20 ct.
	\$5.75	Feminine Napkins, Name Brand, Maxi Pad, 24 ct.
	\$3.00	Feminine Panty Liners, Name Brand

MANDATORY INVENTORY	MAXIMUM PRICE	DESCRIPTION
(F) Boot Insoles	\$4.25	Air Pillow - various sizes
	Current Market Price Plus 17% Markup	
(G) Tobacco Products		Name Brand - Cigarettes (carton) Name Brand - Cigarettes -(pack) Name Brand - Chewing Tobacco Name Brand - Pipe Tobacco Cigars - Swisher Sweets and special order
(H) T-Shirts	\$10.25	Crew Neck - Hanes/Jerzee, Name Brand, 3 Pack, S, M, L, XL
	\$10.25	V-Neck - Hanes/Jerzee, Name Brand, 3 Pack, S, M, L, XL
(I) Boots	\$148.00	Georgia Logger - 8"
(J) Sweatshirts	\$14.50	Crew Neck - Gildan, Hanes, Jerzees - 100% cotton
	\$25.00	Hooded - Gildan, Hanes, Jerzees - 100% cotton
(K) Thermal Underwear	\$9.50	Tops & Bottoms, Hanes or Name Brand, Cotton Blend, S, M, L, XL
OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(A) Logo Items	\$15.00	Small - X Large T-Shirt
	\$17.00	XX Large T-Shirt
	\$35.00	Small - X Large Hooded Sweatshirt
	\$37.00	XXL – XXXL Large Hooded Sweatshirt
	\$15.00	Hats - Baseball Style
	\$18.00	Long Sleeve T-Shirts – Sm – XL
	\$20.00	Long Sleeve T-Shirts – XXL – XXXL
	\$10.00	Kids T-Shirts – Assorted Sizes
(B) Rain Gear	\$4.75	Poncho

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(C) Baseball Caps	\$5.00	Foam Cap
	\$7.00	Cotton Blend Cap
(D) Stocking Caps	\$6.00	Knit Blend, one size
(E) Sunglasses	\$12.00	Assorted Styles
(F) Postage Stamps	\$0.50	USPO
(G) Stationary Items	\$4.50	Writing Tablet with 5 envelopes
	\$0.25	Plain Envelope
	\$0.10	Ink Pen
(H) Boot Grease	\$6.00	Mink Oil, Neatsfoot, Name Brand
(I) Sweat Pants	\$14.50	Gildan/Hanes/Jerzees, Name Brand
(J) Hairbrushes/Combs	\$3.75	Good, Plastic or vent
	\$1.25	Pocket Comb
(K) Disposable Cigarette Lighters	\$1.25	BIC, Calico, Name Brand
(L) Contact Lens Supplies	\$6.50	Bausch & Lomb Saline Solution
(M) Film	\$11.00	Kodak, Fuji, Name Brand - 37 Shot
	\$7.00	Kodak, Fuji, Name Brand - 135, 36 exposure
(N) Knit Gloves	\$6.75	Knit Blend
(O) Duffle Bags	\$25.00	Cotton Canvas
	\$11.00	Nylon Bag
(P) Batteries	\$1.25	AA, AAA
	\$2.00	C, D
(Q) Shower Shoes (Thongs)	\$3.25	Assorted
(R) Playing Cards	\$3.75	Hoyle, Assorted

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(S) Tennis Shoes/Hiking Boots		No Offer
(T) Nail Clippers	\$2.00	Deluxe, Gem - Nail Clip/File
	\$3.00	Deluxe, Gem - Toenail Clip/File
	\$3.00	Deluxe, Gem - Tweezers
(U) Suspenders	\$13.00	Assorted Colors
(V) Light-Weather Jackets	\$27.00	Assorted Styles
(W) Towels/Washcloths	\$3.00	Cotton Bath Towels
	\$1.50	Cotton Wash Cloth
(X) Flashlights	\$7.00	Disposable Flashlight, EveReady, Name Brands
(Y) Magazines/Books		No Offer
(Z) Personal Size Mirror	\$3.00	Compact Mirror
(AA) Post Card	\$1.00	iPicture Postcard
(BB) Phone Card	\$10.50	Phone Card - 60 minutes each
(CC) Travel Alarm Clock	\$10.00	Travel Alarm Clock (Windup)
(DD) Eye Drops	\$6.75	Visine, Name Brand
(EE) Washbag	\$6.00	Dunk Bag
(FF) Sewing Kit	\$3.50	Assorted
(GG) Belts	\$7.00	Assorted Cotton Web
(HH) Tent	\$55.00	2 - 3 person Tent
(II) Toothbrush Holder	\$2.50	Assorted

OPTIONAL INVENTORY	MAXIMUM PRICE	DESCRIPTION
(JJ) Soap Dish	\$2.50	Assorted
(KK) Carabiners	\$2.50	Assorted
(LL) Pillows	\$7.50	Air Pillow, Cloth, Travel
(MM) Watches	\$12.00 to \$15.00	Assorted Styles
(NN) Chumbs for Glasses	\$5.00	Assorted Styles and Colors
(OO) Shorts	\$12.75	Hanes/Anvil/or comparable (Cotton, Drawstring, pocket)
(PP) T-Shirts	\$10.00	T-Shirts, colored with/without different designs, – Small - XL
	\$12.00	T-Shirts, colored with/without different designs, - XXL - XXXL
(QQ) COMFORT FOODS	PRICE	DESCRIPTION
	\$1.00	Assorted Trail Mix – 3 oz pkg
	\$.50	Popcorn (already popped in bags)
	\$1.00	Assorted Jerky – 1 oz pkg
	\$1.50	Power Bars
	\$1.00	Assorted Gum (17 piece pack)
	\$.75	Assorted Granola Bars
	\$.75	Chex Mix packs
	\$.75	Assorted Cookie packs

NOTE: All comfort foods must be factory-wrapped and sealed.

SECTION B CONTRACT TERMS AND CONDITIONS

B.1 Contract Terms and Conditions-Commercial Items. (FAR 52.212-4) (Feb 2002) (Altered)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

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

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

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in

writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

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

- (v) (i) Name and address of the Contractor;
- (vi) (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (vii) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (viii) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check, or the specified payment date if an electronic funds transfer payment is made.

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

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

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

(k) *Taxes:* **The contract prices do not include sales tax.**

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

reasonably could have been avoided.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

B.2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items.(FAR 52.212-5) (May 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act-Supplies (41 U.S.C. 10a - 10d).
- (19) (i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.

- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being

(d) incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF CONTRACT

- (1) This is a Call When Needed contract to provide mobile commissary services for selling personal products (mandatory and optional products) to fire personnel at remote locations. The Contractor shall furnish all mobile facilities, equipment, personnel, supervision, transportation, security and management for a complete commissary operation. The commissary shall supply an inventory of the mandatory items for sale at all times. The commissary may also include approved optional items to be made available for sale at the Contractor's discretion, however must be approved by the Finance Section Chief.
- (2) The Government DOES NOT GUARANTEE the placement of any orders for services under this contract and reserves the right to provide Government operated commissary services. However, Contractors are assured that the Government shall limit the ordering of mobile commissary services to those Operators awarded contract(s) within the ordering parameters in the contract. **The Contractor is not obligated to accept any orders against this contract.** However, once the Contractor accepts a dispatch, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.
- (3) The Forest Service has interagency and cooperative agreements with other Federal and State agencies and commissary units may be dispatched under this contract for such cooperative use on an optional basis.
- (4) A sufficient number of Units will be awarded to Offerors within the Geographic Boundaries of Forest Service Regions 1, 4, 5, and 6. Our intention is to distribute commissary vendors throughout the respective geographic areas. The Government will determine the total number of units located in any one location.

C.2 AVAILABILITY PERIOD

- (1) **The Availability Period is from April 15th through October 20th of each contract option period. Contractors may take selected units out of availability by written notification to the Contracting Officer and those units will not be considered for dispatch within the Contractor's specified period of unavailability.**
- (2) During the Availability Period, all units awarded under contract shall be stocked and ready for immediate dispatch from the designated location specified in Section A. Mobile commissary units shall return to the designated location upon release from a fire incident unless they are immediately reassigned via a Resource Order or otherwise approved in writing.

C.3 SERVICE LOCATION - The exact locations where services are to be performed will be determined at the time the commissary unit is ordered (dispatched).

C.4 Paragraph Deleted

C.5 ORDERING PROCEDURES

(1) RESOURCE ORDERS - One complete mobile commissary unit as specified herein and described in your proposal shall be provided for each order. The number of total units available for dispatch is defined in Section A, The Schedule, of this contract. Orders shall be placed for mobile commissary services with the Contractor whose unit is located closest to the incident, regardless of Geographic Area boundaries as determined by a mileage calculation software program or other mileage calculation documentation method, provided that:

- (a) The unit is located at the designated location specified in the contract; or,
- (b) The unit is located at an incident and is reassigned; or,
- (c) Units co-located at a designated location will be dispatched on an alternate schedule after initial dispatch for each unit. The intent is to provide equal opportunities to each Unit in the same general area. The factor used for initial dispatch will be the rate bid for mileage as stated on the Schedule of Items. If only one dispatch is made during the current year and a co-located Unit did not have the opportunity to be dispatched, it will be the Unit first dispatched on the following year.

(2) PERSONS AUTHORIZED TO PLACE ORDERS - The National Interagency Coordination Center (NICC) in Boise, Idaho, will coordinate and dispatch all mobile commissary services under this Contract.

(3) ORDERING INFORMATION - The following information shall be furnished to the Contractor when dispatched:

- (a) A copy of the resource order and the resource order number. Confirmation of assigned Unit Number and location of the unit being dispatched.
- (b) Estimated number of personnel at the incident.
- (c) Location of, and directions to the incident, and any known road conditions and/or safety information related to access to the camp. At times, a designated site where the Contractor can meet a Government representative for escort may be given.

(d) The agreed time of arrival **(to be agreed upon between the dispatch office and the contractor)**.

(e) The name and phone number of the Finance Section Chief or another point of contact at the incident.

(f) Name, title, and phone number of person placing the order.

(g) Anticipated duration of incident.

(4) ADDITIONAL UNITS - If more than one mobile commissary unit is needed at the same incident, the Contractor on site will be given the first option to supply the additional unit if one is available and on the contract schedule. The Finance Section Chief may approve all or part of a unit to service a remote (spike) camp and negotiate an appropriate price adjustment. (Refer to G.2(c)).

(5) DEMOBILIZATION - Once the incident has begun to demobilize, the Contractor is not obligated to stay after the number of incident personnel falls below 100. The Contractor must inform the Finance Section Chief of its request to be officially released from the fire. **The Finance Section Chief will strive to give the Contractor 24-hour (or more) notification prior to demobilization.**

C.6 OPERATING PLAN

At the time of arrival at the incident, the Contractor shall provide the Finance Chief, or Government Commissary Manager, a written operating plan including, but not limited to the elements identified herein. This plan shall be reviewed **for the following items** and approved by the Finance Section Chief before initiating mobile commissary operations. (See Contract Commissary Operating Plan in Section J.)

(1) Inventory/Price List approved at time of award by the Contracting Officer.

(2) Specific hours of operation in accordance with this contract.

(3) Specific time when Commissary Issue Records, form NFS 2180, are to be submitted (see section J).

(4) Established control method for identification of OF-288's (Emergency Firefighter Time Report) issued at the incident.

(5) Access to Incident Action Plan.

(6) Identification of Commissary Contractor employees; by name and job title.

(7) PRODUCT DESIGN AND LOGO(S) APPROVAL - The Contractor determines product designs or specific products that are appropriate for logo(s) (i.e. sweatshirts and coffee mugs). The Contractor also determines the artwork for product logos and (as desired) may have the products in their inventory when arriving at an Incident. Review and approval of product design and logos by the Finance Section Chief is

limited to a determination that nothing offensive, discriminatory, or insensitive is present. The Contracting Officer shall make the final determination on the inappropriateness of product designs or logos, if there is disagreement between the Contractor and the Finance Section Chief.

- (8) Procedures for demobilization of incident personnel.
- (9) Other items pertinent to the specific incident (such as special precautions due to the presence of inmates at the incident.)
- (10) Assure that Commissary employees have access to and have reviewed this contract.
- (11) Completion of the Contract Commissary Evaluation after each incident or when the Incident Command System transitions out.

C.7 OPERATING REQUIREMENTS

- (1) The Contractor shall have a copy of the contract and the most current approved contract price list available for use at the fire camp with each unit assigned. Price list shall be approved at time of award and will be subject to adjustment at renewal periods. Prices shall be fixed during the current contract period and shall be in accordance with the award and or renewal pricing scheme.
- (2) Once sales have commenced, the commissary operating hours at the base fire camp shall provide a minimum of 10 hours of service per day between the hours of **0500** to 2200 hours or as otherwise agreed to and approved in the written operating plan. Hours over and above the minimum may be provided by mutual agreement between the Contractor and Finance Section Chief.
- (3) The Contractor shall have on site only those persons necessary to conduct commissary operations. Employees shall be a minimum of 16 years of age.

C.8 INVENTORY - Each mobile commissary unit shall supply an inventory of the mandatory items for sale at all times. At the Contractor's discretion, the approved optional items listed herein may also be provided.

(1) MANDATORY INVENTORY FOR MEN AND WOMEN - (As applicable)

- (a) Boot laces, 72" minimum, leather
- (b) Socks, tube, cotton or cotton blend, and wool blend
- (c) Undergarments
- (d) Neckerchiefs, 100% cotton, bandana style

- (e) Personal hygiene products (shampoo, conditioner, shaving cream, toothpaste, toothbrush, deodorant, hand lotion, razors, etc.) Small travel sizes are preferable.
 - (f) Boot insoles – Variety of sizes
 - (g) Tobacco products required, but not limited to, regular and filtered, menthol, regular size and king size cigarettes; chewing tobacco, snuff and pipe tobacco
 - (h) T-shirts, cotton and/or cotton blend, V and crew-neck
 - (i) Boots, non-skid soles, 8" minimum tops (top of heel to top of boot), non-steel toe, high quality leather, lace up, NFPA 1977 compliant
 - (j) Sweatshirts, crew and hooded
 - (k) Thermal underwear, tops and bottoms
- (2) OPTIONAL INVENTORY** - Vendors should limit their inventory to items listed herein, however other optional items may be provided if approved by the Finance Section Chief.
- (a) Logo Items
 - (b) Rain gear
 - (c) Baseball caps
 - (d) Stocking caps
 - (e) Sunglasses
 - (f) Postage stamps
 - (g) Stationery items
 - (h) Boot grease
 - (i) Sweat pants
 - (j) Hairbrushes/combs
 - (k) Disposable cigarette lighters
 - (l) Contact lens supplies
 - (m) Film
 - (n) Knit gloves
 - (o) Duffel bags
 - (p) Batteries
 - (q) Thongs
 - (r) Playing cards
 - (s) Tennis shoes or lightweight hiking boots
 - (t) Nail clippers
 - (u) Suspenders
 - (v) Light weather jackets

 - (w) Towels/wash cloths
 - (x) Flashlights
 - (y) Magazine/Books

(z) Personal size mirrors

(3) PRODUCT REQUIREMENTS - Each commissary unit shall be stocked in the normal range of clothing sizes, small through extra large. Products supplied shall be those established at the time of contract award during the duration of this contract.

(4) PROHIBITED ITEMS

- (a) Alcoholic beverages
- (b) Weapons (guns, knives, and the like)
- (c) All medicines, patent or otherwise

(5) SPECIAL ORDERS - The Contractor shall make a reasonable effort to provide special order items upon request by the Finance Section Chief. Special order boots should be supplied within 48 hours. Approval of special order items shall be in writing and include proper cost data and basis for price reasonableness. An information copy of the documentation shall be forwarded to the Contracting Officer by the Finance Section Chief and/or Government Commissary Officer. Special order items shall be properly documented and paid for in advance.

- (a) Prices shall
 - (1) Be rounded to the nearest 5 cents.
 - (2) Be established based on Contractor's cost of the item plus overhead and profit. The cost breakdown shall be shown and supported in the documentation justifying price reasonableness. Overhead and profit rates shall be no greater than those established at the time of contract award.
- (b) Overhead and profit rates are considered confidential information. Finance Section Chiefs should verify the mark-up rates with the Contracting Officer.

C.9 COMMISSARY TRANSACTIONS

(1) CASH TRANSACTIONS

(a) All individuals assigned to or associated with the incident may purchase commissary items with cash. The Contractor shall be responsible for cash transactions. Credit cards, if accepted by the Contractor, are considered cash transactions.

(b) Military Personnel - Other than National Guard, military personnel will receive commissary items through cash transactions only.

(c) National mobile food personnel and/or other Contract personnel may purchase with cash only.

(2) NON-CASH TRANSACTIONS

All non-cash transactions (where deductions are taken against employee's salary check) shall be documented on the Government-furnished Commissary Issue Record or Contractor-provided form approved in writing by the Contracting Officer. Items will be listed by quantity, descriptive name, unit price, and total value. Employees will sign **(legibly)** for the purchase on the Commissary Issue Record. The Contractor shall separate the forms by each fire crew, camp overhead, National Guard, and Other Contractor personnel. The completed Commissary Issue Records shall be consecutively numbered and submitted as set forth in the operating plan. The Commissary Operator is responsible for the accuracy and legibility of the basic information provided by the Purchaser at the time of purchase; questionable transactions may risk non-payment of the item(s) sold.

The following persons may conduct non-cash transactions for commissary items:

- (a) Personnel with an OF-288, Emergency Firefighter Time Report form, which has been issued at the time of sign-up.
- (b) Personnel provided under interagency agreement and approved by the Finance Section Chief.
- (c) Any other personnel approved by the Finance Section Chief.

C.10 PRICING OF INVENTORY ITEMS SUBSTITUTIONS

Brand name items shall be sold to incident personnel at the established prices on the Contractors Price List, which has been approved by the Contracting Officer. The quality and brand name, as shown on the price list shall be supplied unless a brand-name substitution is authorized by the Finance Section Chief. These substitutions shall be kept to a minimum and shall not equate to large numbers of products being negotiated at each fire. Brand-name substitution approvals by the Finance Section Chief shall be valid for only that fire incident. Approvals of item substitutions shall be in writing and include proper cost data and basis for price reasonableness. An information copy of the documentation shall be forwarded to the Contracting Officer by the Finance Section Chief or Government Commissary Manager. Permanent product or brand-name substitutions shall be requested, negotiated, and approved only by the Contracting Officer or Administrative Contracting Officer if so delegated. Substitutions if approved will be the exception rather than the rule.

The Contractor may at anytime offer items for sale at prices lower than the established price list.

C.11 EQUIPMENT

Contractor equipment shall be able to operate on the roads accessible by 4X2 pickups.

C.12 SECURITY

The Contractor will be responsible for the Security of all aspects of the commissary unit/operations.

C.13 COMMISSARY ISSUE RECORDS

Commissary Contractors may use NFES 2180 "Commissary Issue Records", 3/00, while conducting business at Fire Camps. Contractors may order the forms upon arrival to the fire or may choose to purchase the forms in advance from the Cache in Boise, Idaho. Forms can be ordered by faxing an order to FAX # 208-387-5573, asking for Order Form #284B – "Commissary Issue Record."

If the Contractor chooses to purchase the forms in advance, the cost of the forms will be reimbursed on the initial payment invoice. Estimated cost of the forms are **\$10.28 @ 100 each. (Current 2004 prices)** Receipts will be submitted for the costs of the forms for reimbursement.

SECTION D – PACKAGING AND MARKINGS

D.1 PRODUCT PRICE TAGS - Product prices shall be clearly marked and visible in each mobile commissary unit.

D.2 COMMISSARY UNIT NUMBERS - Each mobile commissary unit, including all peripheral equipment making up each commissary unit, shall be identified with a commissary unit number as identified in Section A, The Schedule, of the contract.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF EQUIPMENT - Each year, prior to or during use of mobile commissary units, the Government may conduct random inspections of Contractor's equipment and facilities for compliance with the contract specifications. The Units may be inspected at the locations designated by the Contractor in Section A.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 CONTRACT PERIOD

(a) **The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.**

(b) **If the Government exercises this option, the extended contract shall be considered to include this option clause.**

(c) **The Contract Base Period shall extend from the date of award to January 26th. Additional one year Option Periods may be exercised, not to exceed four one-year periods. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (FAR 52.217-9) (Mar 2000)**

F.2 LOCATIONS

(a) **Mobile commissary units will be located at the designated location(s) as specified in the contract schedule during the availability period. Mobile commissary Units shall return to the designated location(s) upon release from a fire incident unless otherwise approved in writing by the Contracting Officer.**

(b) **The exact locations where services are to be performed will be determined at the time that the Mobile Commissary Unit is ordered (dispatched).**

SECTION G

CONTRACT ADMINISTRATION

G.1 GOVERNMENT REPRESENTATIVES

The Finance Section Chief will be the Contracting Officer's Representative (COR). The COR shall be the point of contact at the Incident. An Inspector (Government Commissary Manager) may also be designated. See Section J for Contract representative designations and limits of authority.

G.2 MEASUREMENT AND PAYMENT

(a) DAILY AVAILABILITY RATES, MILEAGE RATES, REMOTE CAMPS, RELOCATION FEES, AND CANCELLATION FEE

(1) **DAILY AVAILABILITY RATES** - A fixed Daily Availability rate will be paid for each commissary unit assigned to an incident. The Daily rate will be paid as follows:

(i) **ARRIVAL BEFORE NOON**: A full day of availability is paid, if the unit arrives before noon. If a unit arrives after noon, 1/2 day of availability is paid.

(ii) **RELEASED BEFORE NOON**: When a unit is released before noon, 1/2 day of availability is paid. When a unit is released after noon, a full day of availability will be paid.

(2) **MILEAGE RATES** - Mileage rates will be paid (actual miles traveled) for each mobile commissary unit ordered and delivered to the incident under an assigned resource order number. Only actual mileage incurred shall be paid at the rate per mile in Section A, The Schedule, of the Contract. Payment will not be made for mobile commissary units that are voluntarily **brought** to the incident.

(3) **REMOTE CAMPS** - A Fixed Daily Availability rate and actual mileage will be paid to the vendor for units less than fully equipped as follows:

(i) The Government shall determine and document the extent of services to be provided to **remote (spike) camps**. The **Section Finance Chief shall negotiate Daily Availability rate price reductions as appropriate to the services performed**.

(ii) **Actual mileage to and from remote camp shall be paid**.

(iii) **The basis and determination of the approved fixed daily fee shall be documented in writing by the Finance Section Chief and a copy attached to the invoices**.

(4) RELOCATION FEES - Each additional setup/takedown of a Mobile Commissary Unit properly ordered by the Government beyond the initial setup/takedown at an incident shall be paid at ½ of the Daily Availability as specified in Section A. The actual mileage, based on Government verified odometer readings, shall also be paid at the mileage rate specified in Section A.

(5) CANCELLATION FEE - In the event an order is canceled before beginning performance of an incident, the Contractor shall be paid a cancellation fee. In this case, invoices for the cancellation fee shall be sent to the Contracting Officer for approval. Reassignments en route are not subject to payment of cancellation fees, but will be subject to actual payment for mileage at the mileage rates in Section A, The Schedule, of the Contract.

(6) VOLUNTARY PRICE REDUCTION - Contractors may propose voluntary price reductions and waiver of daily fees. The Finance Section Chief has the authority to accept them.

(b) REIMBURSEMENT FOR NONCASH TRANSACTIONS OF INVENTORY SALES

(1) The Contractor will be reimbursed for the sale price, including any applicable state sales/use/privilege tax, of inventory items sold to the personnel on a noncash basis.

(2) Request for reimbursement shall be supported by Commissary Issue records.

(3) No reimbursement will be made for sales to personnel not authorized to conduct noncash transactions.

(c) PAYMENTS PROCESSING - Payments will be processed every two weeks, or more frequently for larger incidents, if deemed necessary by the Finance Section Chief.

(d) TOBACCO PRODUCTS – Due to volatile tobacco market conditions, Contractors will be entitled to a price adjustment in tobacco products based on cost of product and a markup not greater than 17%. Purchase invoices for the recent purchase cost of tobacco products will be required and submitted with your invoice for payment.

G.3 INVOICES - The invoices shall be signed by the Contractor and approved by the Finance Section Chief. Finance Section Chief shall sign legibly and include home Unit phone number on the invoice. Copies of the invoices will be disbursed as follows:

(a) Original - The Contractor shall submit the original invoice to:

**USDA-Forest Service, Boise National Forest
Fiscal & Accounting
1249 S Vinnell Way
Boise, ID 83709-1684**

(b) Copies - The Contractor shall give a copy of the invoice to the Finance Section Chief **and retain one copy for themselves.**

(c) Payment will be made upon receipt of proper invoices and in accordance with the Payments under FAR Clause 52.212-4.

G.4 GOVERNMENT FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" FAR clause contained elsewhere in this contract.

(a) To be furnished at time of prework conference:

(1) Contract Commissary Issue Records, NFES 2180

(2) To be furnished on site: A site for the Contractor's commissary, sleeping area, and vehicles.

G.5 USE OF PREMISES

The Contractor is responsible for providing a self-sufficient operation. However, Incident camp operations may have camp services and facilities available for the Contractor's use at no cost. Normally, camp services and facilities, if available, will include:

(a) Power (generator, fuel, propane)

(b) Garbage services,

(c) Meals,

(d) Showers, and

(e) Use of copy machines

(f) **USE OF TELEPHONES** - If available, the Government will provide access to telephones (Contractor will be responsible for all long-distance charges). At times, it may be necessary to limit the availability of some services or facilities.

(g) **TELEPHONE LINES** - **The Contractor has the option, based on availability, of having a dedicated line installed at their expense. The Contractor may pay the Telephone company directly or reimburse the Government by invoice deduction.**

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

A post award conference with the successful Offeror is required. It will be scheduled within 30 days after the date of contract award. The conference will be held at the National Interagency Fire Center, Boise, Idaho or at a place agreed to between the Contractor and the Contracting Officer.

H.2 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all material 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.

SECTION I CONTRACT CLAUSES

I.1 ECONOMIC PRICE ADJUSTMENT

(a) Mileage rates applicable to each contract period will be established in accordance with the following formula. The CPI table used will be for the period December to December (Preliminary) unadjusted rates.

The "Mileage Rate" for the Mobile Commissary Unit, including all peripheral equipment making up the Mobile Commissary Unit, shall be adjusted using the Consumer Price Index (CPI-U) - Expenditure Category - Motor Fuel, Gasoline, and Maintenance and Repairs for the year immediately preceding a **contract extension**:

Average Percent Change X 100% of last adjusted rate

(b) The Daily Availability rates and cancellation fees are fixed and are not subject to price adjustment.

(c) The maximum product prices may be increased annually based on Contractor's submittal of verified significant changes of wholesale prices to the Contracting Officer. Approved product price increases will include the increase in wholesale price and the contractor markup.

I.2 ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (APR 1998)

(1)(i) **PAYMENT**--is changed to delete the reference to FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. Payment by electronic transfer under Vendor Express is required under this contract. Within 30 days of Contract award the Contractor shall contact the National Finance Center (NFC), Miscellaneous Payments Section, located in New Orleans, Louisiana, at telephone number 1-800-421-0323. Upon notification, NFC will forward an enrollment package that will include form NFC-1107 with an assigned nine-digit vendor identification number. The package shall include all necessary instructions. Questions or problems should be referred to the Contracting Officer.

I.3 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at *http://www.dnb.com*; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation

and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

SECTION J
LIST OF ATTACHMENTS

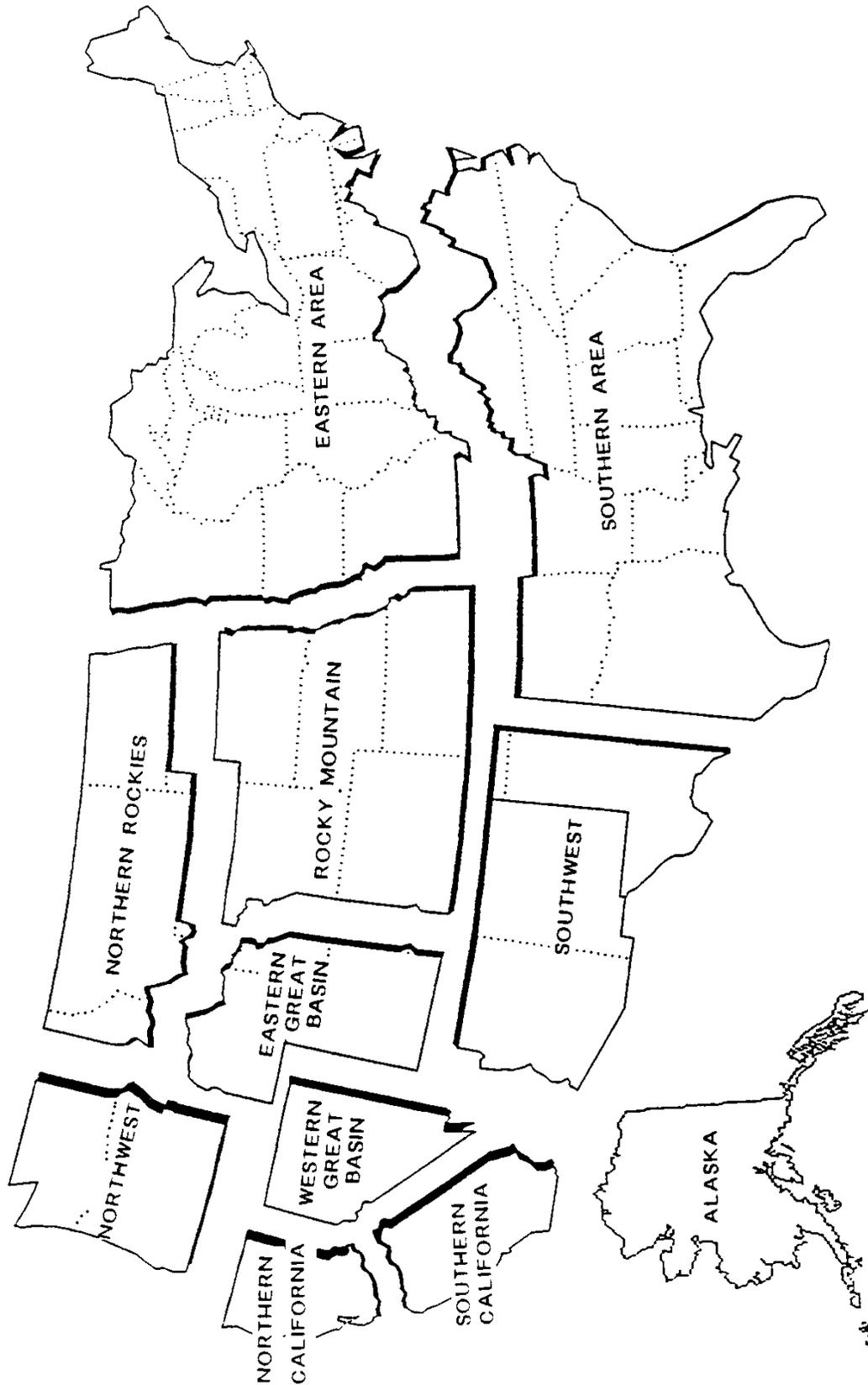
- J.1 WAGE DETERMINATION**
- J.2 VICINITY MAP (GEOGRAPHICAL AREAS-INCLUDES FOREST SERVICE REGIONS 1, 4, 5, & 6)**
- J.3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**
- J.4 DESIGNATION OF GOVERNMENT INSPECTOR/COMMISSARY MANAGER**
- J.5 COMMISSARY ISSUE RECORD**
- J.6 CONTRACT COMMISSARY OPERATING PLAN**
- J.7 CONTRACT COMMISSARY EVALUATION**
- J.8 NATIONAL MOBILE COMMISSARY SERVICES PAYMENT INVOICES**

J.1 WAGE DETERMINATIONS - COMMISSARY OPERATIONS

Applicable Wage Determination numbers are listed below for the various locations of deployment and copies are available upon request from the Contracting Officer.

WAGE DETERMINATION NUMBER	REVISION NUMBER	DATE
1995-0221	#12	12/22/2003

J.2 VICINITY MAP (GEOGRAPHICAL AREAS)



J.3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO.	FILE CODE 6320
	UNIT: MOBILE COMMISSARY SERVICES	
TO: FINANCE SECTION CHIEF	PROJECT:	

You are hereby designated as the Contracting Officer's Representative (Finance Section Chief) on the above contract. Your major duties and responsibilities are outlined below and are also contained in the Handbook of Contract Administration.

1. You are NOT delegated the authority for the actions listed below; they are reserved for the Contracting Officer:

1. Negotiate and approve Change Orders and Modifications to the Contract.
2. Take action to terminate the contract for default or cause.
3. Approve Assignment of Claims.
4. Make final decisions under the Disputes clause.
5. Negotiate or approve permanent brand-name product changes.

You are delegated full authority to require contract compliance under the contract and the following major duties and responsibilities:

1. Assure Commissary Services for the Incident are being provided by National Contract Commissary Contractors.
2. Review and approve any logos proposed by the Contractor for products sold, in advance of those products being sold.
3. If needed, designate a qualified Commissary Manager as an Inspector to assist you in administering the contract (see Inspector Designations). When an inspector is not assigned, assure those duties are performed.
4. Resolve differences or disputes prior to departing an Incident. If resolution cannot be obtained, contact the Contracting Officer immediately.
5. Assure that Contract Daily Diaries are maintained and that a Contractor Performance Evaluation is completed and forwarded to the Contracting Officer prior to departing an Incident.
6. Verify charges and approve invoices for payment.
7. Negotiate and approve product substitutions and special orders only. Forward the appropriate documentation on price reasonableness, per the contract, directly to the Contracting Officer immediately.
8. Review and approve the Commissary Operating Plan
9. Designate and approve the Mobile Commissary Unit(s) site location.

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
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	5/20/200 4
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/S/ Janet D. McCluskey

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

J.4 DESIGNATION OF GOVERNMENT INSPECTOR/COMMISSARY MANAGER

DESIGNATION OF INSPECTOR (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO.	FILE CODE 6320
	UNIT: MOBILE COMMISSARY SERVICES	
TO: GOVERNMENT COMMISSARY MANAGER	PROJECT:	

You are hereby designated as the Inspector (Government Commissary Manager), to assist the Finance Section Chief (COR), in the administration of the above contract. Your major duties and responsibilities are outlined below:

1. You are delegated authority to perform the following major duties and responsibilities as determined by the Finance Section Chief (COR):
 1. Assist the COR (Finance Section Chief) with contract administration duties, report non-compliance with contract requirements, including labor standards or other areas of difficulty
 2. Complete Unit Log as a narrative report on Commissary Activities for the day and submit to Finance Section Chief for inclusion in Contract File. A copy of the Unit Log shall also be forwarded to the Contracting Officer.
 3. Ensure Commissary accountability and provide that information from the OF-287 is posted on a daily basis. Coordinate with personnel time-keepers and Finance Section Chief to assure that this is accomplished in order that proper and timely documentation is made for deductions from employee pay.
 4. Assist Finance Section Chief with preparation of Contractor Evaluation prior to departing an incident.

2. You are NOT delegated the authority to perform any other actions designated to the Finance Section Chief. The actions listed below are reserved for the Contracting Officer:
 1. Negotiate and approve Change Orders and Modifications to the Contract.
 2. Take action to terminate the contract for default or cause.
 3. Approve Assignment of Claims.
 4. Make final decisions under the Disputes clause.
 5. Negotiate or approve permanent brand-name product changes.

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
	/s/ Janet D. McCluskey	5/20/200 4

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

J.5 CONTRACTED COMMISSARY ISSUE RECORD

CONTRACTED COMMISSARY ISSUE RECORD

Crew Name _____

VENDOR NAME: _____

Date: _____ AM/PM

Sheet _____ of _____

INCIDENT NAME: _____

INCIDENT LOCATION: _____

INCIDENT CHARGE # _____

COMMODITY	Boots & Shoes	Socks	Clothing	Toiletries	Tobacco Products	Misc. Items	Sub-Total	State Tax	Total Charges	Purchaser's Name & Signature	Firefighter Time Sheet Number from OF-268	Agency Use*
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Column Totals												

*Initial when changes are posted

Form 284B (3/00)
NFES 2180

Original

J.7 CONTRACT COMMISSARY EVALUATION

Contractor _____ Contract No. _____
Date _____ Incident Name _____ Incident Number _____
Resource Order Number _____ Management Code _____
Region _____ Forest _____

YES NO

- ____ ____ 1. Did Contractor arrive within the designated time frame?
- ____ ____ 2. Were mandatory items in the stock?
- ____ ____ 3. Did Contractor have enough employees to meet workload?
- ____ ____ 4. Did the Contractor sell or stock any prohibited items?
- ____ ____ 5. Did the Contractor pay employees the appropriate rates?
- ____ ____ 6. Were there any price changes to the established price list? (If "Yes," please make notes in the remarks space. List those items and the prices at which they were sold.)
- ____ ____ 7. Was a complete operating plan established prior to the start of operations?
- ____ ____ 8. Did the Contractor meet specified hours of operation?
- ____ ____ 9. Were the products sold of high quality?
- ____ ____ 10. Was the required paperwork accurate and submitted in a timely manner?
Invoices?
Cash Summaries?
Legible, accurate, and complete?
- ____ ____ 11. Was the Contractor able to re-stock to meet demands?
- ____ ____ 12. Was **prior** approval given for the sale of "logo" items?
- ____ ____ 13. Were there any complaints from clients? If so, please list:

- ____ ____ 14. **Additional Remarks:** Please use this space to elaborate or comment on any of the above questions, complete on reverse side, if necessary.

Signature

Position

Date

