

MAX 2. CONTRACT NUMBER 3. SOLICITATION NUMBER 1202SA23R9100 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED Dec 7, 2022 6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY U.S. FOREST SERVICE – CONTRACTING NATIONAL INTERAGENCY FIRE CENTER 3833 S. DEVELOPMENT AVENUE, MS 1100 BOISE, ID 83705-5354 8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder".

SOLICITATION

9. Sealed offers in original and (See Section L.6) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in FOREST SERVICE CONTRACTING OFFICE until 4:00 PM local time Jan 13, 2023 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME MATTHEW D. OLSON B. TELEPHONE (NO COLLECT CALLS) AREA CODE (208) NUMBER 387-5835 EXT. C. E-MAIL ADDRESS Matthew.olson@usda.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

NINE DIGIT DUNs NUMBER:

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM 25

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE ATTN: INCIDENT BUSINESS – CONTRACTS ALBUQUERQUE SERVICE CENTER 101B SUN AVENUE NE ALBUQUERQUE, NM 87109

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA 28. AWARD DATE (Signature of Contracting Officer)

Part I THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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Part I THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

The intent of this solicitation is to award multiple Firm-Fixed-Price (FFP), Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts for wildland fire airtanker services, each with a one-year Base period and nine one-year Options. The guaranteed one-time minimums for each Contract awarded will be \$10,000. The guaranteed minimum only applies to the base period of the contract. In order to receive the minimum, the vendor must provide an aircraft that meets the contract specifications, be available to perform once contracts have been awarded and pass an aircraft pre-use inspection. The contractor shall provide all necessary resources to provide the airtanker services in accordance with the solicitation, as authorized through issuance of task orders (procedures outline in Exhibit 28 & 29).

Contracts will begin service in calendar year 2023 and will have a base period of one (1) year with nine (9) one-year options.

Proposed aircraft flight rates shall be dry rates with the Government providing fuel through the Defense Logistics Agency (DLA) AIR Card program. The contractor shall provide a second means of paying for fuel during instances when the DLA card is not accepted. The contractor will be reimbursed for fuel purchases made for revenue flights on the contractor's card.

IDIQ Contract(s) shall be awarded with the first program year of the resulting contract(s) beginning at the time of award indicated on the Schedule of Items (SOI). The solicitation is written to include the requirements for each program year. Award(s) will not be made on less than the first program year requirements. The Government's evaluation of the price or estimated cost and fee shall consider all base period and option years combined.

Ordering Instructions are outlined in Exhibit 28 & Exhibit 29.

Offerors must provide all information in Section B-1, Schedule of Items, and B-2 Offered Aircraft as requested. All prices for this solicitation are to be priced out by the offeror(s) for each continuing year (Base and Option).

After award, the offerors will have their offered aircraft ready to perform for the 2023 fire season. When a Mandatory Availability Period (MAP) period begins under an awarded task order, any awarded aircraft not ready to perform shall be subject to Termination for default.

MAP starting dates for base periods and option years will be determined on individual task orders.

Refer to Section J, Exhibit 21 for critical information regarding the retardant delivery system performance. Failure to accomplish requirements and maintain compliance with the requirements identified in this exhibit may result in termination of this contract.

PART I THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B-1 SCHEDULE OF ITEMS

Tanker N-Number		Tanker Number	Tanker/Make/Model	
		Unit Price		Unit Price
	CLIN 0001	Daily Availability Rate ¹ (Day to Day Activation - No Guarantee)	CLIN 0002	Hourly Flight Rate Dry ¹
Base Year 2023	0001	\$	0002	\$
Option 1: Year 2024	1001	\$	1002	\$
Option 1: Year 2025	2001	\$	2002	\$
Option 1: Year 2026	3001	\$	3002	\$
Option 1: Year 2027	4001	\$	4002	\$
Option 1: Year 2028	5001	\$	5002	\$
Option 1: Year 2029	6001	\$	6002	\$
Option 1: Year 2030	7001	\$	7002	\$
Option 1: Year 2031	8001	\$	8002	\$
Option 1: Year 2032	9001	\$	9002	\$

¹ Daily Availability Rate is based on a 14-hour day and includes mandatory 9-hour workdays. During the period where the flight crew is required to be on standby beyond the first 9 hours required (rounded-up to the next full hour) for availability, the Contractor will be paid at an hourly Extended Standby Rate of \$57.00 per hour for each authorized flight crewmember and each authorized mechanic.

² Contractors shall propose daily availability and hourly flight rates, as identified above. **Rates should be proposed that take into account historical years usage.**

PART I THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B-2 OFFERED AIRCRAFT REQUIREMENTS

Aircraft shall be multi-engine turbine powered and shall have been modified with an STC for a retardant delivery system meeting all contract requirements. Individual N-number/ Serial Number aircraft that are in development or that have not had the airtanker modifications completed will not be evaluated.

The payload weight is based on an average of 9 pounds of mixed retardant per gallon. For example, an airtanker with a 3000-gallon retardant volume will have a 27,000-pound retardant payload. Dispensing volume shall be the volume in U.S. gallons identified in exhibit 21.

Retardant mixed weight varies by product. Contractors will not be penalized for volumes under that offered when the product has a weight higher than 9 pounds of mixed retardant per gallon. Aircraft will be loaded by weight.

Dispensable volume for purposes of meeting the minimal acceptable capacity is measured as sea level with zero wind at 89°F and a ground roll of 6,000 feet or less.

Some airtankers will not be capable of operating from many of the existing interagency airtanker bases because of airport, runway, taxiway, ramp or airtanker base limitations. **Go to <https://nfdc.faa.gov/nfdcApps/services/ajv5/airportDisplay.jsp?airportId> for airport specific information.** Where each type of airtanker can operate is identified in the NWCG Airtanker Base Directory.

Offered Aircraft						
Airtanker N#	Tanker #	Airtanker Make/Model/Serial #	Retardant Payload ¹	Normal Operating Wt.	Cruise (KTAS) ²	Hourly Fuel Consumption ³

¹ The payload weight is based on an average of 9 pounds per gallon of mixed retardant. Dispensing volume and retardant in pounds shall be identified in the static and grid test report data and/or current FAA STC. The volume identified shall be that which meets the ground pattern performance requirements of Exhibit 21.

² Aircraft proposed shall be capable of 300 knots (KTAS) or greater with maximum Exhibit 21 compliant retardant payload at 12,000' MSL as demonstrated by performance charts. Cruise speed is based on maximum payload on board utilizing cruise power or maximum speed restriction by the Supplemental Type Certificate (STC) to maintain best speed without exceeding manufacturer or FAA operating limitations.

³ Offeror shall state and describe in detail the fuel consumption/flow and conditions for the submitted cruise speed during airtanker operations. Fuel consumption shall be in U.S. gallons per hour.

PART I THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B-3 OFFERORS SHALL STATE THE MAXIMUM NUMBER OF ITEMS THEY ARE ABLE TO PROVIDE.

Aircraft not meeting the contractor's proposal or contract specifications will not be eligible for an award. Refer to Section L-5 (b) (2) a., for additional information.

Maximum Number of Items: _____

B-4 AIRCRAFT PERFORMANCE SPECIFICATIONS

(a) Aircraft performance data shall be computed using the aircraft Normal Operating Weight determined by the following weight factors:

- (1) Aircraft Empty Weight in mission configuration. _____ lbs. (As weighed and lifted on calibrated scales within the 12 months prior to the original proposal submittal due date as listed in Exhibit 22 and must be certified)
- (2) Flight crew weight. _____ lbs. (200 lbs. per flight crewmember-Estimated Weight). Refer to C-9 (j) (8) & (9) for approved flight crew requirements.
- (3) 2½ hours of fuel computed at the cruise speed specified in B-2. _____ lbs. (Jet A Fuel weight estimated at 6.8 pounds per gallon)
- (4) Miscellaneous Contractor/Flight Crew items carried aboard the aircraft. _____ lbs. (as listed in Exhibit 22 and includes Non-mission essential equipment per C-5 (c)).
- (5) Contracted retardant weight (payload). _____ lbs.
- (6) Weight penalty placed on the aircraft by the FAA for the tank installation. _____ lbs. (If applicable)

(b) Taxiing, Takeoff, and Landing

- (1) List all Airtanker Base locations that the company is unable or unwilling to work from including:
 - a) Bases that you cannot operate out of at full retardant dispensing capacity with 2.5 hours of fuel and temperatures at 85° F, 90° F and 95° F. Complete the table in Exhibit 9.
 - b) Bases that have runways, taxiways, ramps, or any potential surface that cannot support your aircraft at Max Takeoff Weight, or contract required fuel and retardant weight. List the bases.
- (2) On the initial retardant load, with a minimum of 2.5 hours of fuel, a download of up to 30% of the maximum dispensable volume, reference Exhibit 21, will be allowed. All subsequent loads will be 90% or greater of the maximum dispensable volume. The PIC is responsible for the weight and balance of the aircraft and shall have the final authority as to the quantity of retardant loaded

PART I THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

into the aircraft. If downloading is necessary to meet environmental performance requirements, notify the Airtanker Base Manager (ATBM).

- (3) For takeoffs, offered aircraft shall meet accelerate-stop requirements, (must be able to show all performance charts and work). Aircraft shall be capable of accelerating on all engines to the manufacturer's or FAA approved V1 (per 14 CFR part 1.1), experience a failed engine, and either continue to accelerate to takeoff with a failed engine within the remaining runway, or come to a complete stop on the runway. If V1 (per 14 CFR part 1.1) is not available, V2 (per 14 CFR part 1.1) shall be used in determining accelerate-stop requirements.
- (4) The accelerate-stop distance shall not be greater than the length of the runway plus the length of the stopway (if present). For surplus military restricted category airplanes, a stopway is a safety asset, but cannot be used in the accelerate-stop calculation.

In reference to the above requirements, vendors shall offer a Pilot Operating Handbook (POH) and/or Aircraft Flight Manual (AFM) or equivalent for the proposed specific aircraft. The POH and/or AFM shall be in the aircraft, be for that specific aircraft and aircraft serial number if applicable.

B-5 AIRCRAFT/RETARDANT TANK(S)

- (a) Offered aircraft shall be multi-engine turbine powered with a constant flow retardant delivery system.
- (b) Aircraft Approved by the IAB and Exhibit 21 Compliance
 - (1) Aircraft with Full IAB Approval prior to proposal will be considered for evaluation.
 - (2) Aircraft with Interim IAB Approval and/or new offered aircraft shall fully meet the requirements of Exhibit 21. Failure to maintain the requirements of Exhibit 21 for these aircraft may result in contract termination.
 - (3) After award, IAB approved aircraft not fully meeting Exhibit 21 may be evaluated for a best value task order based on, but not limited to, deficiencies in fully meeting Exhibit 21 requirements.

B-6 FLIGHT CREWMEMBERS

For their assigned crew position, flight crewmembers shall have an FAA commercial rating or higher with appropriate instrument ratings.

B-7 BASIC COVERAGE

Vendors will operate on a 6 days on, 1 day off schedule, or if vendor requested and Government approved, 12 days on-duty and two days off-duty may be authorized, (approval is not guaranteed and is decided on a case-by-case basis). The Government will determine the day(s) off for each Line Item.

PART I THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Vendors may be asked to provide 7-day coverage but will not be penalized if unable to provide it.

The vendor shall supply the Contracting Officer (CO) with a schedule of days off and relief personnel for flight crews and mechanics 15 days prior to the MAP start date. This schedule shall cover the entire MAP period. If changes to the proposed schedule or relief occur, the vendor shall notify the CO or Contracting Officer's Representative (COR) immediately and provide an updated schedule.

B-8 STANDBY HOURS

Crew and Aircraft must standby the first 9-hours of the day ordered by the Government. Crews may be required to remain available for dispatch up to 14 hours (maximum).

B-9 EXTENDED STANDBY RATE

Hours of standby in excess of the first 9 hours may be ordered by the Government. Rate is **\$57.00** per hour per authorized Flight Crewmember plus up to two (2) mechanics (See Section G-5). The maximum total daily hours will not exceed 14.

B-10 ADDITIONAL INFORMATION

Additional information required to be submitted with your Proposal is contained in Section L, Instructions to Offerors-Competitive Acquisition (FAR 52.215-1) (JAN 2017)

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS**

C-1 SCOPE OF CONTRACT

- (a) The priority mission for airtankers under this contract will be for initial attack (IA) of wildfires. These airtankers respond to new and emerging fires with typical missions of one hour or less. These immediate response actions occur in the first burning period and are intended to support personnel either on scene or enroute to the incident in containing the fire when it is least costly to do so.
- (b) The primary mission for airtankers under this contract is dropping retardant on wildland fires. Loading or dropping water shall not occur unless previously approved by the Forest Service (FS) National Airtanker Program Manager (ATPM). Refer to the Interagency Standards for Fire and Fire Aviation Operations (Red Book) Chapter 16, Aviation Operations & Resources, for criteria required to gain approval for loading and dropping water. Use of water enhancers (gels) is strictly prohibited in all airtankers performing under this contract.
- (c) The Government requires the use of airtanker(s) that can be dispatched to wildland fires on a nationwide basis. After the flight crew has been notified of an order and the airtanker loaded with fuel and/or retardant they shall be airborne within 15 minutes.
- (d) All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established FAA standards and procedures.
- (e) All airtanker operations including aircraft and personnel shall comply with the applicable USFS policy in Forest Service Manual 5700, Forest Service Handbook 5709.16 and all applicable approved agency and interagency standards, plans and guides including but not limited to the following:
- Forest Service Standards for Airtanker Operations
 - NWCG Standards for Airtanker Base Operations
 - NWCG Airtanker Base Directory
 - Interagency Standards for Fire and Fire Aviation Operations (Red Book)
 - NWCG Standards for Aerial Supervision
 - National Interagency Mobilization Guide
- (f) Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this contract.
- (1) Performance of these contract services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor's employees are expected to follow the rules of conduct established which apply to all Government and non-Government personnel working or residing on Government facilities. Any items prohibited on Government property such as firearms must be secured with the flight or aircrew member's personal belongings off Government property or secured in the aircraft in a locked container in accordance with all Federal and State regulations governing the transport and security of such items.
- (2) Contractor personnel shall perform effectively. Personnel who perform

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS**

ineffectively, refuse to cooperate in the fulfillment of the contract objectives, or are unable or unwilling to adapt to the operational environment, facilities, or tempo or whose general performance is unsatisfactory or otherwise disruptive, can be replaced at the discretion of the CO.

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

(g) The contractor must provide all personnel, facilities, technical support, equipment, financial support, and materials required to accomplish the work required herein unless otherwise agreed to by the CO.

C-2 CERTIFICATIONS AND APPROVALS

(a) Aircraft must be multi-engine turbine powered and have been issued an FAA Standard or a Restricted Category Airworthiness Certificate.

(b) Federal Aviation Administration (FAA) Type Certificate (TC) and/or Supplemental Type Certificate (STC) that allows for the dropping of retardant on wildland fires (i.e., aerial dispersant of liquids) and one of the following in descending order of preference:

(1) An original equipment manufacturer (OEM) Structural Integrity Program for the firefighting role compliant with Exhibit 2.

(2) A Structural Integrity Program for the firefighting role compliant with Exhibit 2 and documentation of OEM engineering participation in its development using one or more of these methods:

a) OEM FEM used to develop,

b) design data purchased from OEM used to develop,

c) OEM engineers developed, validated, or formally gave No Technical Objection to the completed program.

(3) If the ICA and ALS for the airtanker role are not available with OEM participation, one developed to the requirements specified in Exhibit 2 by an appropriately authorized designated engineering representative (DER) and approved by the FAA is acceptable.

Note: Refer to Section J Exhibit 2, for critical information regarding engineering, maintenance, inspection, and data collection and monitoring required by this contract. Failure to accomplish items and maintain compliance with the requirements identified in this exhibit will result in termination of this contract. The contractor shall keep and maintain programs necessary to assure continued compliance. The development and maintenance of this program is a material part of the performance of the contract. When, in the sole judgment of the CO, the program does not comply the Government shall initiate termination of the

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contract as provided in the “Contract Terms and Conditions.”

- (c) The Retardant Delivery System (aerial dispersant of liquids) STC’ed for Fly-By-Wire (FBW) aircraft shall have flight control software revised, tested, and validated for the airtanker mission and USFS intended flight profiles.
- (d) Contractors shall be currently certificated to meet Title 14 of the Code of Federal Regulations (CFR), Part 137 (Agricultural Aircraft Operations). Any aircraft offered shall be listed by make, model, series, and registration number on the Contractor’s Operations Specifications.
- (e) Contractors are required to hold a 14 CFR Part 145 Repair Station Certificate with a Class or limited airframe rating for offered aircraft. All maintenance shall be performed under the contractor’s Repair Station Certificate while performing under contract. Under certain circumstances non-CRS personnel may perform preventive maintenance functions such as those contained in 14 CFR Part 43, Appendix A, if approved in advance by a USFS Aviation Maintenance Inspector.
- (f) Aircraft shall be 14 CFR Instrument Flight Rules (IFR) certified.
- (g) Post award, any modification or alteration which affects the aircraft performance, flight characteristics, or operational limitations, must be approved by the U.S. Forest Service.

C-3 GOVERNMENT FURNISHED PROPERTY

If Government Furnished Property (GFP) is provided, the contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with GFP FAR Clause 52.245-1 (SEP 2021).

C-4 GOVERNMENT FURNISHED RESOURCES

- (a) Those resources to be provided by the Government are an Aerial Supervision Module (ASM) or Leadplane (LP) to direct and coordinate each retardant drop for airtankers that request an ASM or LP or are required by policy to use an ASM or LP to drop.
- (b) The National Interagency Coordination Center (NICC) will retain operational control of the airtankers and work with Geographic Area Coordination Centers (GACCs) for deployment of these resources. The primary contact will be the USFS National Fixed-wing Coordinator (FWC) who coordinates directly with the USFS ATPM, the NICC and the GACCs. The ATPM will work directly with the CO and Vendors on any needs or changes.

C-5 AIRCRAFT REQUIREMENTS

Aircraft must be capable of being pressurized during non-retardant carrying flights.

(a) Condition of Equipment

- (1) Contractor-furnished aircraft and equipment shall be operable, and in good repair. Aircraft fluid leaks shall be within the manufacturer’s specified limits. Retardant Delivery Systems (RDS) to include tank, tank valves, doors or

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connections shall not leak.

- (2) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility in the mission profile.
- (3) The aircraft interior and exterior finish shall be clean, neat, and in good condition. Paint scheme shall be of at least two contrasting colors. Military or other low visibility paint schemes alone are unacceptable. Viewing from the side 30% of the fuselage color shall contrast in relation to traditional vegetative color qualities (Brown, Green, Gray).
- (4) Aircraft that have been used to disperse pesticides or herbicides are not acceptable.
- (5) If the aircraft has been used to disperse other wildland fire chemicals such as water enhancers or foam, the retardant tank(s) shall be cleaned and rinsed with hot (120°F) water for 5 minutes before loading the tank(s) with retardant.

(b) Basic Aircraft and Fire Equipment

(See Section J, Exhibit 1)

(c) Non-mission Essential Equipment

- (1) Non-mission essential equipment stored in the aircraft during firefighting missions will be limited to crew baggage, technician baggage (as applicable), essential ground support equipment, minimum essential consumable liquids and spare parts not to exceed **2 percent of the** maximum takeoff weight regardless of the operating weight of the aircraft.
 - a) Equipment stored in the aircraft shall be securely stored to prevent movement in flight (bungee cords are not acceptable).
 - b) All non-mission essential equipment shall be documented in the aircraft weight and balance records.

C-6 MAINTENANCE

(a) Maintenance Organization

- (1) Aircraft shall be inspected, maintained, and returned to service under the authority of the contractors 14 CFR 145 Repair Station after award and for the duration of the contract.
- (2) The contractor shall maintain trained maintenance technicians appropriately rated, certified or qualified to perform specialized quality assurance, maintenance, and inspections of the aircraft offered.
- (3) The contractor shall maintain an organizational chart for the entire airtanker maintenance program that identifies roles and responsibilities for all of the

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following functions:

- Maintenance Control
- Field Maintenance
- MRO
- Logistics Support
- Quality Control and Assurance

(4) The contractor shall have a formal quality assurance/quality control program that incorporates the following:

- a) Dual Inspection Program for flight safety critical component maintenance, rigging and/or replacement.
- b) Tool Control Program.
- c) Report damage, failures, or fatigue cracks or separations within 3 calendar days to the government. Repair/replacement procedures for these will be reported to the government once they are developed.
- d) Monitoring of operational load monitoring (OLM) data for exceedances and data quality.
- e) Oversight of field maintenance support including maintenance support vehicles and/or trailers, parts, technical data, and consumables.

(b) Aircraft Maintenance

- (1) All aircraft shall be maintained in accordance with an FAA approved inspection program and shall have incorporated and complied with all requirements of the currently approved MSG-3 formulated program as a baseline for the aircraft.
- (2) The FAA approved inspection program shall incorporate the scope and detail of the most recent revision of the OEM inspection program and be in compliance with Exhibit 2.
- (3) All aircraft shall be maintained in accordance with all applicable 14 CFR requirements.
- (4) Standard (14 CFR 21.21 or 21.29) or Restricted (14 CFR 21.25(a)(1)) category aircraft shall:
 - a) Incorporate an inspection program that includes all manufacturer's Supplemental Structural Inspection Documents (SSID), Structural Inspection Documents (SID), Instructions for Continued Airworthiness (ICA) for the entire as modified aircraft.
 - b) Comply with aircraft Manufacturer's Service Bulletins (SBs) applicable to the aircraft in its airtanker usage / firefighting usage.

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- c) Comply with all Airworthiness Directives (AD) during the period of the contract performance. ADs with a time compliance based on hours or cycles in a non-airtanker (civil) mission profile shall be evaluated to ensure the compliance requirements are at the interval for the airtanker mission
- (5) Surplus military Restricted Category aircraft, having an FAA TC based on 14 CFR 21.25(a)(2) in lieu of manufacturer TC shall:
 - a) Be in compliance with all applicable Technical Directives/Bulletins, (AFBs, Rapid Action Changes, TCTOs., etc.) Where the FAA or military has established more restrictive limits, those limits shall prevail. This requirement applies to airframe, powerplant, propeller, and appliances by make, model, and/or part number when installed.
 - b) Model derivative equivalent AD and Service Bulletins applicable to the as modified aircraft. ADs with a time compliance based on hours or cycles in a non-airtanker (civil) mission profile shall be evaluated to ensure the compliance requirements are at the interval for the airtanker mission.
- (6) After contract award and for the duration of the contract all repairs to primary structural elements shall be reported to the government.
- (7) When primary structural elements are required to be replaced by the OEM in lieu of a repair, alternate repairs are not acceptable without documentation from the OEM of No Technical Objection to the alternate repair.
- (8) Special equipment and/or modification of the aircraft to meet the specifications of this contract shall be inspected, repaired, and altered in accordance with 14 CFR requirements and manufacturer's recommendations or engineering data and be FAA approved.
- (9) Unless authorized by an approved minimum equipment list (MEL), aircraft shall not be approved or used if any accessory or instrument is inoperative. Equipment required by this contract may not be deferred under the MEL, except for Automated Flight Following (AFF) and additional telemetry unit (ATU) as specified in C-7, OLM as specified in Exhibit 2 and non-revenue ferry flights. The USFS assigned AMI shall be notified when an item is deferred under MEL and/or nonessential equipment and furnishings (NEF).
- (10) All mandatory component retirement, replacement or overhaul times shall be adhered to as specified in the Airworthiness Limitations Section. FAA approved extensions, if applicable to items identified in the required Airworthiness Limitations Section (ALS) required by Exhibit 2, paragraph (d), are not allowed under any circumstances.
- (11) Maintenance of aircraft shall be recorded in accordance with 14 CFR Part 43 and Part 91 including aircraft time-in-service. Aircraft maintenance records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.
- (12) A flight log similar to that required by 14 CFR 135.65(a) shall be kept with the

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aircraft. The log will contain the minimum items identified in Section J, Exhibit 17.

- (13) Aircraft records, aircraft maintenance program documents, and manuals shall be available to agency inspectors. See Section J, Exhibit 16.
- (14) Aircraft shall be weighed and configured as an airtanker within the 12 months preceding the offer, and every 36 months thereafter. Exhibit 22, Form B is required.
- (15) Following any major repair or major alteration which significantly affects the center of gravity or the aircraft, when the absolute value (sum of all installed and items removed by the repair or alteration) of all changes does not meet the definition of negligible and exceeds either the Basic Weight or CG tolerances for the aircraft weight class the aircraft shall be weighed.

Aircraft Basic Weight (lbs.)	Basic Weight Percent Change	CG Change (IN or %MAC)
5,000 - 50,000	±1.5%	±0.5
> 50,000	±1.0%	±0.2

- (16) All weighing of aircraft shall be performed on scales that have been certified as accurate within the previous year (12 months).

The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales shall be listed by make model and calibration date in the aircrafts weight and balance documentation (See Exhibit 22, Form B).

- (17) An Equipment List shall be compiled for each offered aircraft. Weight and balance records shall be revised each time equipment is removed or installed. A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name, weight, arm and moment of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, radios, special mission equipment, etc.) shall also be listed including the name, weight, arm and moment of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number. Each page of the equipment list shall be dated indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed which more than negligibly affects the center of gravity of the aircraft. See Exhibit 22 for an acceptable example.
- (18) The CO shall be notified and a revised weight and balance record shall be submitted to the CO when an aircraft’s empty weight changes by + or - 1% or more.

(c) Structural Integrity Program

Refer to Section J, Exhibit 2. This Exhibit contains critical information regarding engineering, maintenance, inspection, and data collection and monitoring required by this contract.

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(d) Engines and Propellers

- (1) Contract performance may subject the aircraft engine to frequent smoke, sand, and dust ingestion. All aircraft shall comply with the maintenance and inspection procedures at the recommended intervals, based on the mission profile, in accordance with the engine operation and maintenance manual for the contracted aircraft.
- (2) The maximum Time Since Rebuild or Time Since Overhaul (TSR/TSO) permitted on any engine installed on a contract airtanker shall not exceed the manufacturer's approved or recommended times.
- (3) Engine performance shall not be less than manufacturer's limits.
- (4) Extensions to maximum engine TSR/TSO must be approved by the FAA, provided the contractor who provides the aircraft is the holder of the extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.
- (5) A "Hot Section" inspection will not be considered as an overhaul on any turbojet or turboprop engine unless so specified by the manufacturer of the engine.
- (6) Complete engine/propeller records shall be certified by an appropriately-rated person (14 CFR Part 43.3) or military authority; and shall be made available for inspection upon request.

(e) Parts

Replacement parts shall be approved under 14 CFR 21.9 and shall have FAA, Military or OEM traceability documentation. Parts that have been rebuilt, overhauled, inspected, modified, repaired, or tested shall have a maintenance release document signed by an appropriately certificated person qualified for the relevant function that signifies that the item has been returned to service.

(f) Maintenance Flights

A functional maintenance flight shall be performed following removal, and/or replacement of any engine, reduction gear box, propeller or primary flight control system, and following any adjustment of the flight control systems before the aircraft is returned to service. The flight (along with the associated fuel) shall be performed at the contractor's expense. Results of the maintenance flights shall be reported to and approved by the USFS Maintenance Inspector before the aircraft is returned to contract availability.

C-7 AVIONICS

(a) Minimum Requirements

All avionics used to meet this agreement must comply with the requirements of paragraph (b) *Avionics Specifications* and paragraph (c) *Avionics Installation and*

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Maintenance Standards. The following are the minimum avionics which must be installed.

Airtankers

- (1) Two VHF-AM Radios (COM 1 & COM 2)
- (2) One VHF-FM Radio (FM)
- (3) An Intercom System (ICS) for the PIC, SIC, and Pilot Inspector
- (4) An Audio Control System
- (5) A spare headset with mic within reach of the PIC or Flight Engineer
- (6) One Aeronautical Global Positioning System (GPS)
- (7) Two VOR systems
- (8) One Localizer system
- (9) One Glideslope system interfaced to the #1 Localizer
- (10) One Three Light Marker Beacon system
- (11) One DME system unless the GPS is certified and maintained for use in IFR conditions
- (12) Each Magnetic compass must be calibrated and placarded in no more than 30-degree increments
- (13) An Emergency Locator Transmitter (ELT)
- (14) An Automated Flight Following system (AFF)
- (15) An Additional Telemetry Unit (ATU)
- (16) One Mode S Diversity Transponder
- (17) One Altimeter and Automatic Pressure Altitude Reporting system
- (18) A Traffic Advisory System (TAS)
- (19) An ADS-B OUT System approved to TSO-C166b
- (20) One RADAR Altimeter
- (21) A Cockpit Voice Recorder (CVR)

(b) Avionics Specifications

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All avionics used to meet this agreement must comply with the following requirements and paragraph (c) *Avionics Installation and Maintenance Standards*.

(1) Communications systems

Transmitters must not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions must not be used with communication transceivers.

a) VHF-AM Radios

VHF-AM radios must be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters must have a minimum of 5 Watts carrier output power.

b) VHF-FM Radios

VHF-FM radios must be agency approved aeronautical radios permanently installed in a location convenient to the PIC and SIC/observer. Aircraft performing fire missions must use P25 Digital radios with a GUARD capability constantly monitoring 168.625 MHz and have a transmitter tone of 110.9 Hz. Scanning of GUARD is not acceptable. Each P25 radio must have two receivers (main & guard) and at least one transmitter. A list of currently approved FM radios can be found on the following website:

<https://www.nifc.gov/resources/NIICD/niicd-documents>.

(2) Audio Systems

a) Intercom systems (ICS)

ICS must integrate with the aircraft audio control systems and mix with selected receiver audio. An ICS volume control and a “hot mic” capability must be provided for the PIC, SIC and Pilot Inspector. Hot mic may be voice activated (VOX) or controlled via an activation switch. Keyed operation is required unless normal conversation can be maintained in the cockpit during flight. Passenger volume adjustments must not affect the PIC.

b) Audio Control systems

i. General

Controls for transmitter selection and independent receiver selection of all required radios must be provided on each required audio controller. Each controller must have the

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capability to simultaneously select and utilize a different transceiver. Sidetone must be provided for the user as well as for cross monitoring by all positions. Receiver audio must be automatically selected when the corresponding transmitter is selected. Receiver audio must be provided to each position which requires ICS. The Pilot Inspector position must utilize the SIC's audio controller unless an aft audio controller is installed.

Audio controls must be labeled as COM-1, FM-1, AUX, PA etc. as appropriate or as COM-1, COM-2, COM-3, etc. with the corresponding transceiver labeled to match. Audio must be free of distortion, noise, or crosstalk. The system must be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones. All required positions must have JJ-033 and JJ-034 type microphone and headphone jacks separated by no more than 4 inches. Cockpit speakers must be sufficiently amplified for use in flight.

Crew positions must have radio Push-To-Talk (PTT) switches on their respective flight controls or a panel location convenient to the user.

ii. Aft Audio Controller(when provided)

The audio controller must be installed in a location that provides the operator unobstructed access to the controls while seated.

iii. Required Audio Controllers

Separate identical audio controllers are required for the PIC and SIC.

(3) Navigation systems

a) Global Positioning Systems (GPS)

i. Aeronautical GPS

Each required GPS must be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS must utilize the WGS-84 datum, reference coordinates in the

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DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database must be updated annually covering the geographic areas where the aircraft will operate.

- ii. (Reserved)
- iii. (Reserved)

(4) Surveillance systems

a) Emergency Locator Transmitters (ELT)

Emergency locator transmitters must be certified to TSO-C126 or newer. ELTs must be automatic-fixed, installed in a conspicuous or marked location, and meet the requirements detailed in 14 CFR 91.207 (excluding section f). ELT mounts must use rigid attachments and meet the deflection requirements of RTCA/DO-204. Velcro style mounts are not acceptable. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. Documentation of current registration is required from the national authority for which the aircraft is registered.

b) Automated Flight Following systems (AFF)

AFF systems must be compatible with the government's tracking program (aff.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF must be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements must be met.

- i. A subscription service must be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.
- ii. AFF equipment must be registered with aff.gov providing all requested information. A username and password are required. Changes to equipment and registration information must be reported to aff.gov ensuring the program is current prior to aircraft use. Changes may take up to 5 business days to take effect. For assistance, email the AFF Help Desk at affadmin@firenet.gov.
- iii. If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing

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radio/voice systems for flight following. The system must be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

- iv. This clause incorporates the JSON Specification Section Supplement available at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf as if it was presented as full text herein.

(5) Additional Telemetry Unit (ATU)

- a) Additional Telemetry Units must be powered by the aircraft's electrical system and operational in all phases of flight.
- b) The ATU must report open, close, gallons filled, and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed, and Heading) following the data format as specified in the AFF JSON requirement at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf Depending on the tank, additional data may be requested such as pump on/off and coverage level.
- c) Reserved
- d) The ATU data must be delivered to the government within two minutes from the time of the event and not interfere with any AFF position reports. A subscription service must be maintained through the AFF or ATU equipment provider allowing AFF position reporting and ATU event data via the Government's application(s).
- e) Calibration event(s) to assure the tank fills to its dispensable tank volume and that equals the same volume reported to the ATU. This shall include a fill, open, close, and calculated volume dropped and must be performed no less than seven calendar days prior to the aircraft inspection and must be provided to the aircraft inspector. The vendor must verify that the system is properly reporting all data correctly, specifically volume based on maximum typical contract load based on environmental conditions, and all GPS information is included per event.
- f) The vendor must provide a completed Exhibit 4 that clearly describes their ATU system.
- g) The vendor must verify the data is transmitting and displaying correctly on the ATU provider's website and the Government's application(s) it is required to report to.
- h) If the ATU becomes unreliable, the system must be returned to full operational capability within 14 calendar days after the system is discovered to be unreliable.

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(6) Transponders

Transponders must be certified to TSO C-112 and must be Mode S Diversity systems with antennas on top and bottom of the aircraft. Transponder systems must be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(7) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems must be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems must be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(8) Traffic Advisory Systems (TAS)

Traffic advisory systems must be TSO approved, use active interrogation, graphically display traffic relative to the aircraft's horizontal position, and provide alert audio to the flight crew's headsets. Alert audio must also be provided to the cockpit speakers when installed. The display must be within view of the PIC and SIC/observer. The system must provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display must allow range selection of 2 nautical miles or less, unless the 2-mile display area has a diameter of 2.75 inches or larger.

(9) General Systems

a) RADAR Altimeters

RADAR altimeters must be approved, operate from zero to a minimum of 2000 feet above ground level (AGL) and provide the operator an adjustable cursor which enables an altitude low (decision height) annunciation. The altitude low annunciation must be clearly identified, and in the PIC's primary field of view.

b) Cockpit Voice Recorder (CVR)

Cockpit voice recorders must meet all applicable regulations for standard and transport category aircraft.

CVRs installed in airtankers must meet the requirements of 14 CFR 121.359 (a) through (h) and 14 CFR 25.1457 with the Pilot Inspector position recorded on channel four (if unused).

(c) Avionics Installation and Maintenance Standards

All avionics used to meet this agreement must comply with the manufacturer's specifications and installation instructions, federal regulations, and the following requirements.

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- (1) There must be no interference with required systems from any equipment installed in or carried on the aircraft.
- (2) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 “Aircraft Electrical Systems” and Chapter 12 “Aircraft Avionics Systems” as well as FAA AC 43.13-2B Chapter 1 “Structural Data”, Chapter 2 “Communication, Navigation and Emergency Locator Transmitter System Installations” and Chapter 3 “Antenna Installation” is required.
- (3) All antennas must be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system. Repairs to antennas and cracks exposing the antenna housing or element are not acceptable.
- (4) Labeling and marking of all avionics controls and equipment must be understandable, legible, and permanent. Electronic label marking is acceptable.
- (5) Avionics installations must not interfere with passenger safety, space or comfort. Avionics equipment must not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse must be protected.
- (6) All avionics equipment must be included on the aircraft’s equipment list by model, nomenclature, weight and arm.
- (7) Avionics systems must meet the performance specifications of FS/OAS A-24 *Avionics Operational Test Standards*.
- (8) Communications equipment must meet the performance specifications of FS/OAS A-30 Radio Interference Test Procedures. For a copy of all FS/OAS documents visit <https://www.nifc.gov/resources/NIICD/niicd-documents>.

C-8 AIRCRAFT AND EQUIPMENT SECURITY

- (a) The security of contractor provided aircraft and equipment is the responsibility of the contractor.
- (b) Aircraft shall be electrically and/or mechanically disabled/secured by two independent security systems whenever the aircraft is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the aircraft or interfere with safety of flight. Security devices that prevent the aircraft from being started do not need to be incorporated into the preflight checklist.
- (c) Examples of unacceptable disabling systems are:
 - (1) Locked door/windows; and/or
 - (2) Fenced parking areas.

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C-9 OPERATIONS

(a) General

Regardless of any status as a Public Aircraft Operation (PAO), the contractor shall operate in accordance with your approved 14 CFR Operations Specification, all portions of the applicable 14 CFRs and each certification required under the contract.

After contract award, vendors may request a PAO Notice letter from the Forest Service through the CO.

(b) Airtanker Base Requirements

Airtankers shall operate only from the airtanker bases identified for their airtanker type (VLAT, Type 1, Type 2, etc.) as noted in the NWCG Airtanker Base Directory available at

https://egp.nwcg.gov/iam/login?response_type=code&redirect_uri=https://egp.nwcg.gov/atbdirectory/home/brokerlogin/&client_id=ATBDirectory&scope=offline_access.

Airtankers shall be capable of being loaded with retardant from the existing pit area with existing pit equipment without supplemental hoses, pumps, or other loading equipment.

Physically capable of entering and exiting the existing pit area without additional maneuvering or towing while maintaining wingtip clearances identified in the NWCG Standards for Airtanker Base Operations available at

<https://www.nwcg.gov/committees/interagency-airtanker-base-subcommittee/publications>.

The aircraft normal operating weight shall be less than the listed runway, ramp and pit load bearing capacity unless specifically waived or exempted by local agreements.

Due to economic and environmental concerns, aircraft shall only operate from airtanker bases that can offload its maximum offered contract load.

(c) Pilot Authority and Responsibilities

(1) The PIC is responsible for the safe operation of the aircraft and the safety of its occupants and payload. The PIC has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered unsafe.

(2) Aircraft shall be operated within recommended flight envelope limitations. Aircraft operating in turbulent conditions shall not exceed authorized penetration speeds for the aircraft.

(d) Loading and Refueling

Aircraft shall not be refueled or left unattended with the engines running.

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- (1) Contractors may propose procedures for hot loading of retardant into their aircraft with supporting information to include a risk based analysis for the Government to consider. Retardant Hot Loading (RHL) is the loading of retardant with one or more propulsion engines running.
- (2) Contractors may propose procedures for simultaneous loading of retardant and refueling with supporting information to include a risk based analysis for the Government to consider. Simultaneous loading is the concurrent loading of fuel and retardant with propulsion engines stopped.

(e) Flight Equipment

(See Section J, Exhibit 5)

(f) Flight Plans

- (1) An FAA or International Civil Aviation Organization (ICAO) IFR flight plan shall be filed and executed for all resource ordered flights not defined as or intended to be a Mission Flight. IFR flight plans shall be filed prior to takeoff, or if inflight when the resource has been ordered to another location while airborne. Flights must be under ATC control for the duration of flight. VFR flight following shall not be used as a substitute for an IFR flight plan. If an aircraft is unable to operate in IFR conditions, the aircrew must have CO or ATPM approval prior to executing a resource ordered flight to another location.
- (2) All Flights, mission and preposition flights, shall be flown in the most efficient manner. This means flying the aircraft performance profile that provides the best economy, lowest fuel burn and shortest flight time to the destination, while still meeting mission objectives. If a tradeoff between fuel burn and flight time must be made to meet the objective the crew may err toward the side of reduced flight time. Crews shall not use the need for supplemental oxygen as a reason not to fly the best economy profile altitudes for the aircraft. All flights shall be executed using the most direct route of flight, requesting direct to destination as soon as able to the max extent possible.
- (3) The above may be monitored by the Government throughout the contract performance period.

(g) Flight Following

Pilots are responsible for flight following with the FAA, ICAO, or in accordance with USFS approved flight following procedures including AFF.

(h) Airtanker Base Rotation

Refer to the Interagency Standards for Fire and Fire Aviation Operations (Red Book), Chapter 16 for the most current direction on airtanker rotation.

(i) Retardant Loading

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- (1) Contractors may request to the ATBM to carry a partial load but must document the decision process and submit to the COR at the end of the day.
- (2) Due to the varying weight of retardant the following stipulations must be adhered to:
 - a) Airtankers may only carry tank loads less than or equal to their maximum dispensable volume as defined in Exhibit 21.
 - b) They may only carry tank loads less than or equal to the weight totaling max dispensable volume at 9 lbs. per gallon of mixed retardant.
 - c) Notify the ATPM of any load received either above (1 gallon or more), or below (1.5% or more), the contract load whether it was requested by the aircrew or offloaded.
 - d) Notify the ATPM any time the load amount requested is more than (1.5%) lower than the contract load.
 - e) Neither limit may be exceeded. (Loading ceases once the first limit is reached). For example: 3000-gallon retardant tank load x 9lbs per gallon = 27000 lbs. In this example, 3000 gallons and 27000 lbs. are the limits that cannot be exceeded. Load totals shall include residual retardant.
 - f) Any limitation of weight or volume identified by the Forest Service or in the FAA approved airplane flight manuals (AFMs) for the retardant delivery system.
- (3) In the event of a cancelled or aborted mission while still on the ground, and if required for maintenance, retardant shall be off-loaded from the aircraft. If off-loading capabilities do not exist at the airtanker base, then the load may be jettisoned in a designated area and cost will be charged to the fire. Prior to jettison, contact the local airtanker base for concurrence. Contractors shall provide company guidance in their proposal addressing when landing with a partial or full load is acceptable.
- (4) In the event of a cancelled or aborted mission after takeoff, the aircrew shall make the final decision as to whether or not the aircraft will land loaded or if a portion or all of the load shall be jettisoned. Coordinate with the local airtanker base prior to jettison.

If the airtanker is able to land with a full or partial load of retardant but chooses to jettison the load without proper cause or concurrence by the local airtanker base, the contractor will be charged the cost of the retardant, and any applicable fees.

Proper cause for jettison will be determined by the Government. If a load is jettisoned the contractor shall inform the ATBM and their COR of the jettison and the jettison location including latitude, longitude and altitude.

At any time during an emergency or when adverse conditions make continued

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flight or safe landing uncertain the pilot may drop all or part of the load as the pilot deems necessary. The contractor will not be charged for the jettisoned load in the event of an emergency, or when it is necessary to jettison due to flight safety.

- (5) The PIC is responsible for the weight and balance and shall have the final authority as to the quantity of retardant loaded onto the aircraft. If the PIC decides to use less than a full load of retardant and/or less than 2.5 hours of fuel for a mission flight, the PIC shall document each download and the causal factors for that decision in the Airtanker Daily Status report. 2.5 hours required applies to every flight except a known load and return. This information shall include but is not limited to time of loading, temperature at time of loading, airport and runway in use, and any other factors showing necessity for downloading. The airtanker crew shall also inform the ATBM and the airtanker COR of all downloads that occur.
- (6) Reporting and cleanup (including associated costs) of retardant that leaks during the loading/unloading process at the fault of the airtanker's tank/loading system design or function is the responsibility of the contractor. Report all retardant spilled on to the ramp immediately to the ATBM and determine local procedures for cleanup.

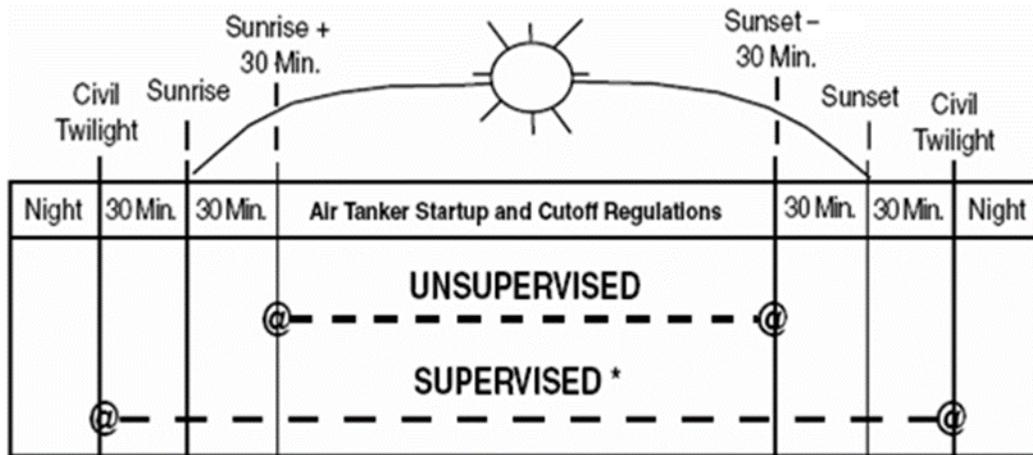
If the ATBM gives authorization, the retardant collected while disconnecting the loading hose from the airtanker and collected in a container may be added to the base off-load tank. Any retardant off-loaded from the airtanker must go into an off-load tank, separate from the mixing, loading, or storage tanks, to be loaded onto the aircraft as soon as the PIC and ATBM deem it safe and appropriate to do so.

(j) Retardant Drops

- (1) Carded Airtanker Initial Attack Pilot (AKI) are authorized to drop retardant on fires without the supervision of a LP Aerial Supervision Module (ASM), or Air Tactical Group Supervisor (ATGS).
- (2) Non-AKI carded pilots are not authorized to drop retardant on fires unless an LP or ASM is over the fire and supervises the drop.
- (3) A non-AKI, carded Airtanker Pilot (AKP), may drop retardant on fires without an LP or ASM from the left seat, if there is an Airtanker Training Pilot (AKTP) in the right seat.
- (4) Retardant shall be dropped as accurately as possible on the designated target areas of the fire. Minimum drop height for airtankers is 150 feet above the ground or canopy cover (whichever is higher). Minimum drop height for Very Large Airtankers (VLATs) is 250 feet above the ground or canopy cover (whichever is higher).
- (5) Daylight hours are defined as 30 minutes prior to sunrise until 30 minutes after sunset. Low-level fixed-wing (FW) operations are permitted 30 minutes before

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and after sunrise, as well as 30 minutes before and after sunset, but must have concurrence by the involved flight crews and Aerial Supervision (Lead, ATCO, ASM, or ATGS) must be on scene. Multi-engine aircraft empty of retardant may fly to assigned bases after daylight hours. Daylight hours may be further limited at the discretion of the pilot, aviation manager, ATGS, ASM, or leadplane because of low visibility conditions caused by smoke, shadows, or other environmental factors.



Ⓐ = Arrival over the fire (no earlier in the morning or later than in the evening).

* = SUPERVISED (Defined as Air Tanker Coordinator or Air Tactical Group Supervisor).

Note: Sunrise and sunset are determined by the official sunrise and sunset tables of the nearest reload base.

- (6) Airtanker operations over congested areas shall be in accordance with the applicable portions of 14 CFR 137.51 and 137.53.
 - (7) In Alaska, airtankers shall not drop retardant during periods outside of civil twilight.
 - (8) Airtankers utilized for AKI pilot training while providing services under this contract are required to have a fully operational set of tank opening controls installed on the Second-in-Command (SIC) control yoke for the AKTP. These controls shall be labeled appropriately.
- (k) Authorized Additional Crewmembers and Mechanic
- (1) Except as authorized below, only the flight crew identified in the AFM as minimum flight crew approved to operate the aircraft shall be on board the airtanker during actual fire missions.
 - (2) Additional crewmembers, and mechanics meeting the requirements of C-11(n) of this contract, may be authorized by the CO to be aboard an airtanker during dispensing missions. Approvals will be given on a case-by-case basis.
 - (3) Once the request for additional crewmembers and mechanic is approved,

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additional crewmember and mechanic may fly on board their company aircraft, provided the following risk assessment (RA) requirements are met while performing under this contract:

- a) Prior to performing under this contract, the contractor shall complete an overall strategic RA for the additional crewmember and mechanic on board the aircraft. At a minimum, the RA must address fatigue management and mitigate unnecessary exposure. This assessment shall be signed by company management and provided as part of proposal and reviewed any time circumstances or conditions change that may affect overall mission risk.
 - b) Daily Risk Assessment: The contractor shall document a daily RA, each day the additional crewmember and mechanic is authorized to be on board the aircraft. This daily RA is required prior to the first flight of the day but must be reviewed any time conditions change that may affect overall mission risk. The additional crew, mechanic and assigned flight crew shall sign the RA accepting the risk. The daily RA shall be submitted to the contractor's director of safety prior to departure. These completed RAs must be kept on file and may be requested by the government at any time, including during the flight.
- (4) Only the following personnel with listed qualifications and under the conditions as stated may be authorized as an additional crewmember.
- a) Check Pilot (Contractor)
 - i. Shall be carded as an airtanker pilot (AKP) or Airtanker Co-Pilot (AKC).
 - ii. FAA type-rated in the aircraft to be flown.
 - iii. Shall have current designation as a Check Pilot from contractor.
 - iv. Shall have current Agency Qualification Card for the aircraft and mission.
 - b) Authorized Aircraft or Pilot Inspector (Government)
 - i. Shall have current authorization from the National Airworthiness (for Aircraft Inspector) or National FW Standardization Pilot or designee (for Pilot Inspector) and Pilot-in-Command before riding in aircraft.
 - ii. Shall have current authorization from the CO.
 - c) Authorized LP Pilot or LP Pilot Trainee (Government)
 - i. Shall have current authorization from the National FW Standardization Pilot or designee and Pilot-in-Command before riding in aircraft.
 - ii. Shall have current authorization from the CO.
 - d) Authorized Initial Attack Training Pilot (Contractor)

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- i. Shall be Initial Attack carded in the aircraft to be flown.
- ii. Shall have the following FAA certifications:
- iii. Appropriate aircraft type rating
- iv. Current and valid Certified Flight Instructor (CFI) Airplane
- v. Airline Transport Pilot (ATP) rated pilots that do not hold a current and appropriate CFI and Multi-Engine Instructor (MEI) may not give aircraft or mission operational flight instruction. An AKTP or AKTP_VLAT who has been previously carded from any previous USFS contract in the preceding 12 months from the start of this contract; may retain and renew the qualification, even if they do not have a CFI and MEI.

The CO in coordination with the ATPM may authorize personnel for performance of work (i.e., ferry flights) to fly aboard airtankers. Contractors shall provide company guidance in their proposal addressing authorized personnel.

(I) Other Authorized Personnel to be on Board

- (1) Contractor employed airtanker pilots and Government designated technical inspectors may be authorized with prior approval. The vendor's Director of Operations shall be notified prior to flight. The DO, or their designee, will contact the ATPM immediately upon notification.
- (2) Other Government employees will require a written approval from the Washington Office (WO) Assistant Director, Aviation Fire and Aviation Management prior to flying on an actual fire missions. Persons will be authorized to be on board an airtanker in compliance with 14 CFR Part 91.313 (d).

Such flights shall be limited to airtankers having an additional seat (other than the required crew seats) with seat belt, shoulder harness, and intercom connectors.

If additional company personnel are authorized and onboard no additional agency personnel shall be permitted onboard in flight.

Additionally, the contractor shall document on a RA, when the other authorized personnel are on board the aircraft, prior to the flight. The other personnel authorized and flight crew shall sign the RA accepting the risk. The RA shall be submitted to the contractor's director of safety prior to departure. These completed RAs must be kept on file and may be requested by the government at any time, including during the flight.

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C-10 CONTRACTOR’S ENVIRONMENTAL RESPONSIBILITIES

- (a) The contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The contractor is responsible to clean and rehabilitate areas adversely affected by contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.
- (b) The contractor is responsible (including cost) for handling and clean-up of fuel, oil, and retardant contamination or spills on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by contractor aircraft or personnel.
- (c) The Government may assign an area to be utilized by the contractor for storage of equipment used in support of contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.
- (d) The contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO, COR, ATBM, ATPM and spill-reporting authority.
- (e) The contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and non-potable water will be available at Government airtanker base facilities for contractor’s use. If potable and non-potable water is not available at a government airtanker base facility the ATPM or CO may approve flight time to a base that does.

C-11 PERSONNEL

- (a) Pilot Minimum Background Investigations (MBI)

Homeland Security Presidential Directive (HSPD) 12 background investigations are no longer required by contract. Flight crewmember record checks are required in accordance with 49 USC 44703 and 49 CFR 1544.230, regardless of the type of operation being conducted (parts 91,121,125,133,135,137 or public aircraft). The contractor will request, receive, and evaluate performance and safety related information (as specified by the law and regulation) before allowing any pilot to begin service as a flight crewmember under this contract. Records of compliance will be made available for review when requested by the CO or designated government representative.

- (b) Flight Crewmember Definitions

- (1) Airtanker Co-Pilot (AKC)-An individual who is fully carded, capable, proficient and current (preferably with a PIC and or SIC type rating but regardless, appropriately rated as an SIC in the aircraft) to takeoff, operate and land the airplane in all approved weather conditions, during day or night, under any emergency circumstance, from the right seat of the aircraft in the instance that the PIC becomes completely incapacitated. They are expected to have a basic knowledge of the Fire Traffic Area (FTA) and fire communications as well as

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USFS required flight following requirements and procedures, such that they could depart an FTA, and complete flight following and resource tracking without causing undue burden for other aircraft or dispatch in the event the PIC becomes unable to do so. They should understand basic fire terminology and have an entry level understanding of fire tactics, but there is no expectation that they are capable of dropping retardant or chemicals as the pilot at the controls, other than in their co-pilot role and duties. An AKC shall not drop water or retardant as the pilot at the controls while operating under this contract.

- (2) Airtanker Pilot Trainee (AKP(T))-This is the stage that the USFS expects the pilot to begin left seat (pilot at the controls) drop training. An AKP trainee is an individual who is fully type rated as a PIC in the aircraft. They are capable, proficient and current to takeoff, operate and land the aircraft in any approved weather environment, in day or night conditions, under any emergency circumstance from the left seat of the aircraft. They must have been previously carded as an AKC in the make and model of aircraft, hold a current PIC Type rating and current 61.58 in make and model, and completed the annual simulator requirements of the contract as a PIC. They will be issued an AKP(TRAINEE) card with a trainee designation.

An AKP (trainee) may not conduct drop operations unless a carded and current AKTP (or AKTP_VLAT as applicable) occupies the other pilot seat.

An AKP (TRAINEE) may occupy either pilot seat and conduct drop operations from either pilot seat, provided an appropriate carded and current AKTP or (AKTP_VLAT) occupies the other pilot seat. AKP Trainee's will announce themselves as "Tanker XX trainee" for all initial communications within the FTA.

- (3) Airtanker Pilot (AKP)-An individual who is type rated as a PIC in the aircraft and fully carded to conduct drop operations on a fire provided there is a leadplane on scene. They are capable, proficient and current to takeoff, operate and land the aircraft in any approved weather environment, in day or night conditions, under any emergency circumstance from the left seat of the aircraft with a new, but appropriately rated, copilot in the right seat. A fully carded AKP shall be capable and proficient to drop water and/or retardant with a high degree of accuracy in any fire environment, of any complexity level, with any number of aircraft in the FTA while under the supervision of a federally carded or recognized leadplane pilot with a new but appropriately carded copilot in the right seat. They should have an advanced level of understanding about fire terminology and tactics. It is understood that if the time and situation allow, a show-me run will be given prior to the lead profile (follow me) for the live drop. In extenuating and time critical situations the show me run may be omitted, but a lead profile (follow me) will be conducted. It is not expected that an AKP conduct a run without a lead profile. An AKP shall not permit an AKC to conduct drops (as the pilot at the controls) from the right seat. All other flight duties may be shared as applicable and appropriate for the aircraft. If two AKPs are crewing the aircraft the standard shall be for the pilot in the left seat to be the pilot in command and conduct all drop operations as the pilot at the controls. AKPs will announce themselves as "Tanker XX AKP " for all initial communications within the FTA.

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- (4) IA Candidate-This is the stage that the USFS expects an AKP to begin IA training. An AKI Trainee is an individual who has been previously carded and current as an AKP. They will retain their AKP card but may announce themselves as "Tanker XX IA candidate name_____" as long as an appropriately carded and current AKTP occupies the other pilot seat. To progress to full AKI qualification and card, they must meet or exceed all contract requirements.
- (5) Airtanker Initial Attack (AKI)-An individual who is fully carded and type rated as a PIC in the aircraft. They are capable, proficient, and current to takeoff, operate and land the aircraft in any approved weather environment, in day or night conditions, under any emergency circumstance from the left seat of the aircraft with a new, but appropriately rated co-pilot in the right seat. A fully carded AKI shall be capable and proficient enough to drop water and/or retardant with a high degree of accuracy in any fire environment, of any complexity level, with a limited number of aircraft in the FTA (as dictated by the NWCG Standards for Aerial Supervision) without any additional aerial supervision resources present. They should have an advanced level of understanding of fire terminology, fire tactics, fire behavior and fire control procedures, techniques and operations. They will have the ability to conduct all required flight profiles and drop operations with no suggestions or assistance from any other resource safely, effectively and efficiently. They shall be able to conduct all air-to-air and air-to-ground communications while simultaneously flying the aircraft and maintain situational awareness of the FTA and fire environment. An AKI must have the ability to deconflict/coordinate airspace and create separation of resources. They must also be responsible for obtaining drop and line clearance from the IC or other ground resources. An AKI may not allow an AKC or AKP to conduct drops (as the pilot at the controls) from the right seat. All other flight duties may be shared as applicable and appropriate for the aircraft. If two AKI's, or an AKI and an AKP are crewing the aircraft the AKI in command shall occupy the left seat, be the pilot in command and conduct all drop operations as the pilot at the controls. However, at all times, without an AKTP occupying a seat with controls, the qualifications of the pilot sitting in the left seat dictates the supervision requirements. AKIs will announce themselves as "Tanker XX " for all initial communications within the FTA.
- (6) Airtanker Training Pilot (AKTP)- An individual who is type rated as a PIC in the aircraft and previously carded as an AKI. They are capable, proficient, and current to conduct any operation the airplane is approved for from either seat of the aircraft with a new but appropriately carded pilot in the other seat. They possess all the appropriate certificates and ratings to teach/instruct any operation that the aircraft is approved for (both basic FAA aircraft operation and fire operations). They shall be capable of conducting operations and teaching/instructing in any fire environment, of any complexity with any number of aircraft, with or without additional aerial supervision with a high degree of safety, effectiveness, efficiency, and accuracy from either pilot seat.
- (7) Airtanker Training Pilot Very Large Airtanker (AKTP_VLAT)-An individual who is fully carded, and type rated as a PIC in the aircraft. They are capable, proficient and current to conduct any operation the airplane is approved for from either seat of the aircraft with a new but appropriately carded pilot in the other seat. They

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possess all the appropriate certificates and ratings to teach/instruct any operation that the aircraft is approved for (both basic FAA aircraft operation and fire operations). They shall be capable of conducting operations and teaching/instructing in any fire environment, of any complexity with any number of aircraft, with leadplane supervision with a high degree of safety, effectiveness, efficiency and accuracy from either pilot seat.

(c) Flight Crewmember Approvals

- (1) Flight crewmembers shall annually submit a completed Airtanker Pilot Qualifications and Approval Record, Exhibit 30. At the discretion of the Government (at least once per contract cycle and at least once every 5 years), crewmembers may be required to complete a competency and mission proficiency check. The check shall be conducted in a government approved contracted aircraft supplied at no expense to the Government.
- (2) Upon satisfactory completion of the check, the pilot will be issued an Interagency Pilot Qualification Card documenting the missions each pilot is approved to perform in the aircraft to be flown.

Pilots will be evaluated in accordance with the Interagency Airplane Pilot Practical Test Standard Guide or its successor and Exhibit 19. The most recent guide can be found at:

http://oas.doi.gov/library/handbooks/library/FW_PTS_Approved_Final_2012.pdf

(d) Flight Engineer (FE) – if required

- (1) Shall have a current FAA Flight Engineer (FE) Certificate with appropriate rating issued under 14 CFR Part 63 and meet currency requirements of 14 CFR Part 91.529 (b) with a minimum of 5-hours within 60-days prior to the start of contract MAP or the issuance of the card.
- (2) Valid Class II FAA Medical Certificate.
- (3) Current authorization from contractor.

(e) Airtanker Second-In-Command (AKC) - Requirements

- (1) Commercial Pilot Airplane Certificate with Instrument and Multi-Engine rating.
- (2) Valid Class II (or Class I) FAA Medical Certificate.
- (3) Total Time (Airplane).....1200 hrs.
- (4) Pilot-In-Command (Airplane).....800 hrs.
- (5) AKC shall meet the requirements of 14 CFR Part 61.55 and 61.56.
Documentation of meeting both requirements shall be provided annually
- (6) 100 hrs. Total flight time in the proceeding 12-months (any combination of PIC

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and SIC).⁴

(7) Proof of having completed at least one of the following: The list is in order of agency preference.

a) National Aerial Firefighting Academy (NAFA) 1 course

or,

b) CO approved equivalent course

or,

c) MH1 “Aviation Firefighting: Basic Fire Behavior and Tactics” & MH2 “Aviation Firefighting: Organization, Airspace, Communications, and Aviation Safety” which can be found at www.iat.gov.

(8) During the 60 days prior to annual agency Pilot Inspection

a) 5 hours of total flight time with a minimum of 1 hour as the pilot flying (pilot at the controls) including 3 takeoff and landings to a full stop in the make and model to be flown (3 hours may be credited in a Level D FAA approved simulator for the make and model to be flown. The takeoff and landings must be in the aircraft).

or,

b) Received a PIC Type rating meeting the requirements of FAR 61.31 (or a Pilot Proficiency Exam (PPE) meeting the requirements of FAR 61.58 if previously type rated as a PIC in make and model) in the make and model to be flown in the past 12-months. For pilots previously carded as AKC in the make and model to be flown, with a break in service due to extenuating/unusual circumstances (as determined by the CO, such as temporary loss of medical), an Alternate Means of Compliance may be requested as stated in USFS 5709.16 Aviation Management and Operations Handbook Chapter 50: 54.24. Where/if any discrepancy between this contract and the 5709.16 exists, the 5709.16 shall be the governing document. Pilots previously designated as AKC but have not acted in that capacity during the previous 36-months, shall demonstrate their ability in flight aboard the aircraft to a designated Airtanker Pilot Inspector during the pilot approval process.

(f) AKP, AKI, AKTP & AKTP_VLAT Minimum Requirements

(1) Commercial Pilot Airplane Certificate with Instrument rating or an Airline Transport Pilot (ATP) with appropriate Category and Class and an Unrestricted Type Rating for the aircraft to be flown.

⁴ Or performed as an AKC in the past 12-months on a minimum of 10 dispensing sorties

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- (2) Valid Class II (or Class I) FAA Medical Certificate.
- (3) Proof of completion of annual simulator training as the PIC in standard operating procedures, Crew Resource Management (CRM), Controlled Flight into Terrain (CFIT) prevention, instrument currency, and emergency procedures. Annual attendance at a professional simulator training center is required.
- (4) Proof of completion of NAFA 1 or CO approved equivalent course. NAFA 1 or CO approved equivalent course must be completed prior to achieving qualification as an AKP. Thereafter NAFA 2 or 3 or CO approved equivalent course must be attended as applicable every three years.
- (5) AKPs shall meet 14 CFR 137.19 and 14 CFR Part 137.53 congested area requirements. (Pilots not meeting the 137.53 requirement may be issued an AKP card provided the limitation is noted on the card by the Airtanker Pilot Inspector and a carded AKTP is assigned to every mission). Documentation or meeting both requirements shall be provided annually.
- (6) PICs shall meet the requirements of 14 CFR Part 61.58(a) and instrument currency requirements of Part 61.57(c), (d), or (e) proficiency check, or Part 121 equivalency. Part 121 equivalency may be accomplished in FAR part 142 approved simulator (Level D FAA approved simulator for the make and model to be flown) as per 61.57 (a)(3), (b)(2), (c)(1) and (d)(1)(ii), and as per 61.58 (e). Documentation of completing both requirements shall be provided annually. Documenting 61.58 does not satisfy the requirement to also document 61.57. Each pilot’s logbook endorsement shall clearly identify completion of both.
- (7) For initial qualifications pilots shall pass a competency and mission proficiency flight check in make and model aircraft, conducted over typical terrain by an authorized Airtanker Pilot Inspector (this check may be done in a simulated environment). Recurrent checks will be as stated in C-11 (c)(1).

(g) AKP, AKI, AKTP & AKTP_VLAT Experience

Pilots shall have accumulated the minimum flight hours listed below. Flight hours shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the CO, National FW Standardization Pilot or designee, or authorized Pilot Inspector.

- (1) Pilot (Total Time)1500 hrs.
- (2) Pilot-In-Command (Airplane)..... 1200 hrs.
- (3) Pilot-In-Command Breakdown

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- a) Make and model after the issuance of the type rating25 hrs.⁵
 - b) Category (airplane) and class (multi-engine) to be flown200 hrs.
 - c) Night Time..... 100 hrs.
 - d) Multi-engine aircraft over 12,500 pounds.
Time shall be accumulated after receiving type
rating.....100 hrs.⁶
 - e) Total Instrument75 hrs.
 - f) Actual Instrument.....50 hrs.
- (4) During the preceding 12-Months (Airplanes)
- a) PIC.....100 hrs.⁷
- (5) Other Flight Time Requirements
- a) Flight below 2500 ft AGL in Mountainous Terrain (any combination of PIC and
SIC).....200 hrs.⁸
 - b) PIC Flight time below 500 ft AGL200 hrs.⁹
- (6) Other requirements
- a) www.iat.gov GCNP-SFRA Grand Canyon NP Special Flight Rules Area
(Certified Pilots) Course (annually).
- (7) During the 90 days prior to the agency pilot inspection all AKP, AKI, AKTP and
AKTP_VLAT:

⁵ The 25-hours of PIC required shall have been within the past 36 months with an Unrestricted Type rating in make and model to be flown. Time shall be accumulated after the issuance of the type rating. The time in the make and model to be flown may be reduced under this contract to 10-hours provided the pilot holds or previously held an Initial Attack (AKI) card and completes 5-missions on active fires dropping full loads of retardant (conducted with an AKTP) in the make and model to be flown.

⁶ Pilots who have flown as SIC in multi-engine airtanker operations may count up to 50% of that time toward the 100-hours PIC requirement (left seat).

⁷ Or performed as an Airtanker Pilot (AKP or AKI) during preceding 12-months on a minimum of 10 dispensing sorties. For pilots previously type rated and carded as AKP in the make and model to be flown, with a break in service due to extenuating/unusual circumstances (as determined by the CO, such as temporary loss of medical), an Alternate Means of Compliance (AMOC) may be requested as stated in USFS 5709.16 Aviation Management and Operations Handbook Chapter 50: 54.24. Where/if any discrepancy between this contract and the 5709.16 exists, the 5709.16 shall be the governing document.

⁸ Flight in Mountainous Terrain (agency contract requirement definition): A flight at 2500 ft AGL and below in terrain as identified as mountainous in 14CFR, PART 95.11 and depicted in the Aeronautical Information Manual (AIM) Figure 5-6-2 (fixed wing operations). This is the same definition as block 30 on the 5700 form.

⁹ Pilots who have flown as SIC in multi-engine airtanker operations may count up to 50% of that time toward the 100-hours PIC requirement (left seat).

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- a) Night flying to include at least 3 takeoffs and landings to full stop in category and class over 12,500 lbs.
- (8) During the 60 days prior to the agency pilot inspection all AKP, AKI, AKTP and AKTP_VLAT:
 - a) Five hours PIC in make and model, to include 5 takeoffs and landings from the left seat¹⁰.
 - b) Complete at least 2 mission training flights and 2 hours of PIC time by demonstrating and documenting, on Exhibit 19, proficiency in dispensing a minimum of two full loads of water to a contractor designated mission training pilot. AKTPs and AKTP_VLATs may count flights conducted from the right seat provided they are the pilot flying for a minimum of 2 drops.
- (h) During the Agency Pilot Inspection
 - (1) As required by C-11 (c)(1) AKPs, AKIs, AKTPs and AKTP_VLATs will demonstrate dispensing a minimum one full load of water in typical terrain under the observation of an Airtanker Pilot Inspector in the make and model of airtanker(s) to be flown. For the initial AKTP and AKTP_VLAT upgrade, the dispensing loads for the Airtanker Pilot Inspector shall be demonstrated from the right (co-pilot/Instructor position) seat. Thereafter the AKTP and AKTP_VLAT recurrent ride should be demonstrated from the right seat but the pilot inspector may request a demonstration from either/or both seats.
- (i) Initial Attack Captain (AKI) Upgrade Requirements

Airtanker contractors authorized by FS and interagency policy for initial attack without an ASM/LP shall be authorized to develop AKI pilots.

 - (1) Contractors shall submit in writing AKI candidates to the CO and ATPM.
 - (2) Candidates shall be previously carded and meet all the requirements as an AKP for the aircraft being flown.
 - (3) Candidate shall complete 100 hours PIC flight time on missions with active fires in the past 36-months of which 25-hours PIC shall be as an AKP.
 - (4) Candidate shall complete a minimum of 25-missions on active fires under the supervision of an AKTP aboard the aircraft and observed and documented by a qualified LP (or ASM) over the same incident. Fire missions shall be documented in the pilot's logbook **and on an Aircrew Training Form (Exhibit 19)** with the date, fire name and location, **complexity elements**, and identity of qualified observer.

¹⁰ Three hours may be credited from a Level D FAA approved simulator for the make and model to be flown. Takeoffs and landings shall be in the actual aircraft.

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A completed mission is defined as a minimum of one drop on separate fires or the same fire but different day. If multiple drops are made on the same fire, on the same day, this will usually count as only one mission. There must be enough complexity change, partial or full loads where varying approaches and departures are performed, number of resources, changes in fire behavior etc. to justify logging separate missions. Example: AKI candidate works one flank or area of the fire with a ground contact, and another flank or area of the fire with a leadplane/ASM or ATGS. The supervising AKTP will confer with qualified aerial supervision if the number of missions is in question. The aerial supervisor will have the final say on the number of missions performed.

- (5) Candidates shall identify themselves as a "Tanker ### & IA Candidate Name" to qualified observers when checking in over the fire on each mission.
- (6) Candidates shall be evaluated and recommended by three observers who are designated as LP (or ATP) one of whom shall be, in order of preference, an Airtanker Pilot Inspector, a Leadplane Pilot Final Evaluator or Leadplane Pilot Evaluator.
- (7) An Airtanker Pilot Inspector shall observe one or more missions while on board the aircraft. If an Airtanker Pilot inspector gives a written recommendation a different Airtanker Pilot Inspector shall conduct the evaluation/observation ride. This observation must be done on an actual fire. The IA portion may be simulated if other resources are responding at the same time, but the scenario should include all the critical elements for IA as listed on Exhibit 19 Aircrew Training Form.

(j) Recurrency for Previously Carded AKI

Pilots who have not flown as an AKI within the past 36-months prior to contract award shall meet the AKP flight time requirements and have:

- (1) Appropriate PIC Type Rating (if required)
- (2) 25 Hours of PIC flight time after initial type rating
 - a) The time in the make and model to be flown may be reduced under this contract to 10-hours provided the pilot holds or previously held an Initial Attack (AKI) card and completes 5-missions on active fires dropping full loads of retardant (conducted with an AKTP) in the make and model to be flown
 - b) A minimum of 5-missions on active fires under the supervision of an AKTP appropriately carded in the same aircraft make and model. These missions shall be documented on a USFS approved training form See exhibit 19).
 - c) A USFS Airtanker Inspector Pilot shall review all documentation before issuing an AKI card.

(k) Previous AKI requesting AKI in new aircraft

- (1) Pilots who have previously been designated as an AKI in an aircraft and meet the

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AKP flight time requirements may be designated as an AKI in another aircraft after achieving the following:

- a) Appropriate PIC Type Rating (if required)
- b) 25 Hours of PIC flight time after initial type rating
 - i. The time in the make and model to be flown may be reduced under this contract to 10-hours provided the pilot holds or previously held an Initial Attack (AKI) card and completes 5-missions on active fires dropping full loads of retardant (conducted with an AKTP) in the make and model to be flown.
- c) A minimum of 5 missions on active fires under the supervision of an AKTP appropriately carded in the same aircraft make and model. These missions shall be documented on the Aircrew Training form (Exhibit 19).
- d) An Airtanker Pilot Inspector shall observe one or more missions while on board the aircraft. (this observation may be done in a simulated environment).

(I) Airtanker Training Pilot (AKTP) Upgrade Requirements

- (1) Airtanker operators are responsible for establishing written procedures for accomplishing Initial Attack training requirements during mission operations. A copy of these procedures shall be provided to the National FW Standardization Pilot or designee for review and will be considered when approving Initial Attack Training Pilots. A copy of the procedures shall be forwarded to the CO but is not required in the proposal.
- (2) Airtanker operators are responsible for nominating Initial Attack Training Pilot(s) within their company. Contractors **shall** submit in writing eligible candidates offered to be designated as an AKTP to the CO and the National FW Standardization Pilot or designee. Candidates must have the following FAA certifications to be considered:
 - a) Appropriate aircraft type rating
 - b) Current and valid CFI and MEI AirplaneAirline Transport Pilot (ATP) rated pilots that do not hold a current and appropriate CFI and MEI may not give aircraft or mission operational flight instruction. An AKTP or AKTP_VLAT who has been previously carded from any previous USFS contract in the preceding 12 months from the start of this contract; may retain and renew the qualification, even if they do not have a CFI and MEI.
- (3) Candidates shall be a current AKI with a minimum of 2 years of experience.
- (4) Candidate shall demonstrate drop proficiency from the (right) seat of the airtanker to be flown under the observation of an Airtanker Pilot Inspector.

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- (5) AKTPs may perform the make and model experience requirements from either the (left) and/or (right) seat.
- (6) A minimum of 5 missions on active fires under the supervision of an AKTP appropriately carded in the same aircraft make and model. These missions shall be documented on an Aircrew Training form (Exhibit 19).
- (7) An Airtanker Pilot Inspector shall observe one or more missions while on board the aircraft. (This observation may be done in a simulated environment).

(m) Airtanker Training Pilot VLAT (AKTP_VLAT) Upgrade Requirements

- (1) VLAT operators are responsible for nominating Training Captain(s) (AKTP_VLAT) within their company. Contractors shall submit in writing eligible candidates offered to be designated as an AKTP-VLAT to the CO.
- (2) Candidates shall be current AKP with a minimum of 2 years of experience as an AKP after initial carding in the make and model to be flown. The time in make and model to be flown may be reduced to 1 year provided candidate holds or previously held an Initial Attack (AKI) card.
- (3) Candidates must have the following FAA certifications to be considered:

- a) Appropriate aircraft type rating
- b) Current and valid CFI and MEI

Airline Transport Pilot (ATP) rated pilots that do not hold a current and appropriate CFI and MEI may not give aircraft or mission operational flight instruction. An AKTP or AKTP VLAT who has been previously carded from any previous USFS contract in the preceding 12 months from the start of this contract; may retain and renew the qualification, even if they do not have a CFI and MEI.

- (4) Candidates Shall possess a minimum of 100 Hours of PIC time in Heavy Aircraft (Aircraft capable of takeoff weights of more than 255,000 pounds.)
- (5) Candidate shall possess a minimum of 50 Hours of PIC time in the make and model to be flown.
- (6) Candidates shall demonstrate drop proficiency from the (right) seat of the airtanker to be flown under the observation of an Airtanker Pilot Inspector.
- (7) AKTP-VLAT may perform the make and model experience requirements from either the (left) and/or (right) seat.

(n) Previous AKTP requesting AKTP in new aircraft

- (1) Pilots who have previously been designated as an AKTP in an aircraft and meet the AKP and AKI flight time requirements may be designated as an AKTP in

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another aircraft after achieving the following:

- (2) Appropriate PIC Type Rating (if required).
 - (3) 25 Hours of PIC flight time after initial type rating.
 - (4) The time in the make and model to be flown may be reduced under this contract to 10-hours provided the pilot holds or previously held an AKTP card and completes 5-missions on active fires dropping full loads of retardant (performed with a current AKTP on board the aircraft) in the make and model to be flown.
- (o) Building AKTP Cadre for those aircraft where none exists or to gain pilot qualifications for an aircraft that has no previously USFS pilot carded individuals:
- (1) Companies shall create and present a training and development plan to establish an initial cadre/candidate of AKTP(s), as well as the training and development plan for AKP's and AKI's to the CO for consideration and approval.
 - (2) This initial cadre/candidate shall be comprised of individual(s) who have been previously carded as an AKTP or AKTP_VLAT within the last 36 months.
 - a) An AKTP that meets all of the AKTP_VLAT requirements may be considered for AKTP_VLAT qualification.
 - b) An AKTP_VLAT carded individual must meet all of the requirements of AKTP including previous AKI card to be considered for an AKTP qualification but may be considered for AKTP_VLAT.
 - (3) The PIC time requirements may not be reduced to less than 25 hours PIC after initial type rating in the make and model of aircraft. This individual must also document completion of a 61.58 (or initial type rating) and 61.57 for the make and model. A minimum of 15 hours and 15 practice drops must be completed and documented prior to an evaluation flight with a USFS airtanker inspector pilot. Time in an FAA approved Full Flight Simulator (FFS) of the same make and model, (you must be able to legally log PIC time in the simulator) may count toward the 25 hours PIC but may not count toward the 15 practice hours and 15 drops.
 - (4) The training curriculum shall include the following, but this list is not to be considered all-inclusive and should be more extensive:
 - a) Training flights shall be documented on Exhibit 19 and signed by a company designated check airman with previous experience in the aircraft make and model.
 - b) Weight and balance/performance calculations for load off vs load on and in emergency jettison scenarios (i.e., CG shift, takeoff distance changes, climb performance changes).
 - c) Retardant tank control operations and emergency procedures.

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- d) A minimum of 5 practice fully loaded drops from the left seat as the pilot at the controls conducting the drop.
 - e) A minimum of 5 practice fully loaded drops from the right seat as the pilot at the controls conducting the drop.
 - f) A minimum of 5 practice fully loaded drops from the right seat observing another pilot conducting drops.
 - g) Right hand pattern drops.
 - h) Split drops.
 - i) Emergency jettison procedures and practice both flown and instructed from both seats.
 - j) Engine failure and other system emergencies while low level, flown and instructed from both seats.
- (p) Flight Engineer
- (1) Shall have current authorization from contractor.
 - (2) Shall have current Agency Qualification Card.
- (q) Mechanic (Crew Chief)
- (1) The contractor shall furnish 1 full time Mechanic (Crew Chief) for each aircraft, that will be on-duty whenever the aircraft is available. The mechanic shall maintain the aircraft in accordance with requirements specified within this contract.
 - (2) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings and shall have held the certificate for a period of 12-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 3-months out of the last 12-months or a mechanic may also qualify by meeting one of the following:
 - a) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings and shall have held the certificate for a period of 3 months. The mechanic must show evidence of four years military experience of aircraft maintenance training and qualification as a Technical Inspector (30 Level USA, 7 Level USAF, CDI or QAR USMC / USN, etc.) for Airframe or Power Plants.
 - b) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings and shall have held the certificate for a period of 3 months. The mechanic must then have held the foreign equivalent with both ratings for a period of 24 months.

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- (3) The mechanic shall have 12-months experience in maintaining the category and class of aircraft being maintained.
- (4) The mechanic shall be identified on the operator's FAA CRS for return to service of the make and model of aircraft offered in accordance with 14 CFR 43.7(c).
- (5) Mechanics shall have satisfactorily completed a manufacturer's field or line maintenance course for the make and model of aircraft. When a manufacturer's course is no longer available, the contractor may develop an equivalent course. A written syllabus of the contractor's training course shall be provided to the government at the time of proposal. The contractor developed course shall be acceptable to the government.
- (6) Mechanics shall receive initial and annual recurring training on company policies and procedures, company operations procedures, maintenance procedures, contract requirements, fatigue management and SMS.
- (7) Required Maintenance Human Factors Training
 - a) Initial Human Factors Training. Prior a Mechanic performing maintenance under this contract the individual shall complete the no cost FAA Safety Team, Maintenance Hangar online training courses ALC-258, ALC-534 and shall have certificates of completion placed in the employees training file.
 - b) Recurring Maintenance Human Factors Training. Each Mechanic shall have recurring Maintenance Human Factors training annually and consist of either of the following:
 - i. Any two FAA courses identified in the matrix below, or
 - ii. Aviation Maintenance Resource Management or Aviation Maintenance Human Factors training provided by a third-party vendor or contractor developed course work with a syllabus provided to the government.

The FAA training can be found at the following web site:

https://www.faasafety.gov/gslac/ALC/course_catalog.aspx?view=AMT

- (8) The following online training requirements are required for all maintenance personnel approved under the contract:

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Course Number	Course Name	Type of Training	Training Hours
ALC-258	Human Factors Primer for Aviation Mechanics	Initial	1.5 Hour
ALC-534	Follow Procedures the Buck Stops With Me	Initial	1 Hour
ALC-37	Failure to Follow Procedures INSPECTIONS	Recurring	1 Hour
ALC-67	Failure to Follow Procedures - Installation	Recurring	1 Hour
	Fatigue Countermeasure Training. https://www.faa.gov/sites/aa.gov/files/about/initiatives/maintenance_hf/fatigue/fatigue_training_app_0.zip	Recurring	2 Hours
ALC-180	Aircraft Maintenance Documentation for AMT's	Recurring	1 Hours
ALC-327	Maintenance Error Avoidance	Recurring	2 Hours

- (9) Contractors shall submit a list of qualified personnel with their proposal and provide an updated list at pre-use inspection. For each qualified individual the following shall be identified; the certificate type, date certificate was issued, total years of experience, total years as a licensed mechanic, years' experience on category and type of aircraft, years' experience on specific aircraft offered, and status of training required by the contract. The list shall be kept current for the duration of the contract and made available upon request.

(r) Apprentice Airtanker Mechanic:

- (1) The Apprentice Airtanker Mechanic must have a valid FAA mechanic certificate with airframe and powerplant ratings or be a Repairmen on the operator's CRS. The mechanic must have been actively engaged in aircraft maintenance for at least 6 months out of the last 12 months immediately preceding them being assigned to an airtanker.
- (2) The Apprentice Airtanker Mechanic shall have 6 months experience maintaining an aircraft of the same make and model as offered, 3 months must have been in the last 12 months.
- (3) Apprentice mechanics shall have satisfactorily completed a manufacturer's field or line maintenance course for the make and model of aircraft. When a manufacturer's course is no longer available, the contractor may develop an equivalent course. A written syllabus of the contractor's training course shall be provided to the government at the time of proposal. The contractor developed course shall be acceptable to the government. The mechanic must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements, human factors, fatigue management and SMS.

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- (4) To be considered an Apprentice Airtanker Mechanic they shall be assigned to the aircraft for the length of the task order period. The Apprentice Airtanker Mechanic shall be limited to performing minor maintenance (including Recurring Airworthiness Directives), servicing of the aircraft and may perform inspections up to but excluding the 100-hour inspection and more significant inspections. The Apprentice Airtanker Mechanic may assist the approved mechanic during component changes, aircraft inspections, or unscheduled maintenance, but shall not accomplish the component changes, or significant unscheduled maintenance, unless they are under the direct (on site) supervision of the Mechanic (Crew Chief) from the same contractor.
 - (5) Each Apprentice Airtanker Mechanic shall be listed on the contractor's qualified personnel list as an Apprentice Airtanker Mechanic
- (s) Airtanker Mechanic Helper ("Summer" Intern)
- (1) The intent of this position is to encourage Airframe and Powerplant students to consider a career in aviation maintenance within the aerial firefighting industry. To that end, it targets students currently enrolled in A&P educational programs and creates a mechanism to allow them to gain experience in the aerial firefighting industry. Once a maximum of three months experience in the field is complete this time would count as experience in meeting the 12 month requirement for holding an A&P certificate and the 12 month experience on the Make and Model. The Helper after contract / agreement award and if acceptable to the Government the CO may authorize the position under the contract/agreement. Only one Helper will be allowed for each aircraft.
 - (2) The Airtanker Mechanic Helper must be currently enrolled in a 14 CFR Part 147 Aircraft Maintenance Technician School (AMTS) and will be required to provide proof of all passing grades with its curriculum. The Helper must have attended at least one semester immediately preceding their start date and shall have documentation of intent to attend the semester immediately following the end date of their AMTS summer break/student availability period.
 - (3) Each Airtanker Mechanic Helper must receive the same documented company training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS as well as the Maintenance Human Factors Training required for mechanics. The Helper shall also have an OJT training record documenting their experience servicing / maintaining an Airtanker while on contract.
 - (4) Contractor's requests to add this position shall include the following:
 - a) Proof of current enrollment in a 14 CFR 147 Aircraft Maintenance Technical School and proof of enrollment for the semester following the three-month maximum AMTS summer break/student availability period.
 - b) Start and end dates of AMTS summer break/student availability period.
 - c) Current transcripts showing all passing grades.

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- d) Name.
 - e) OJT Training record.
 - f) Documentation that the employee has been trained in all company procedures described above.
- (5) The Airtanker Mechanic Helper shall be assigned to the aircraft for the length of AMTS summer break/student availability period. This time shall not exceed 3 months. Duty limitations of this contract for mechanics applies to the Airtanker Mechanic Helper position. The Airtanker Mechanic Helper shall be limited to performing servicing of the aircraft and minor maintenance when under the supervision of a fully qualified mechanic. the Airtanker Mechanic Helper may assist the qualified mechanic during component changes, aircraft inspections, or unscheduled maintenance.
- (6) The Airtanker Mechanic Helper is not authorized to and shall not fly onboard the airtanker.
- (7) Airtanker Mechanic Helper that are determined to be acceptable to the Government will be authorized the position via the contract award or via contract modification. Once authorized, the position will be eligible to receive payment for personnel costs IAW the current wage determination for a Mechanic Helper in addition to the contractor's Availability rate and also be entitled to Overnight Allowance and Extended Standby when applicable. This position will be in addition to and not count toward the mechanic requirements of this contract.

C-12 SUSPENSION AND/OR REVOCATION OF PILOT/MECHANIC

- (a) Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot will be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.
- (b) Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C-13 RANDOM DRUG TESTING

- (a) Contract Clause I-1, Drug-Free Work Place (FAR 52.223-6) (MAY 2001) requires the contractor to maintain a drug free workplace and publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the action that will be taken against employees for violation of such prohibition.
- (b) In addition to this policy, contractors shall develop a random drug testing policy. Operators must establish a program designed to help prevent accidents and injuries resulting from the use of prohibited drugs by employees who perform safety sensitive functions (pilots and mechanics). Reference FAA Part 121-135 Appendix I Drug Testing

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Program, as an example.

- (c) An employer shall use or contract with a drug testing laboratory that is certified by the Department of Health and Human Services under the National Laboratory Certification Program.

C-14 SUBSTITUTION OR REPLACEMENT OF PERSONNEL, AIRCRAFT, AND EQUIPMENT

- (a) The Contractor may substitute or replace aircraft or equipment equal to or greater than contract awarded performance after receipt of written approval by the CO. The CO may negotiate availability and flight rates for modernized, or higher performance aircraft or equipment that meets the minimum contract requirements. Substitution or replacement aircraft shall meet all requirements of this contract and require pre-use inspection.
- (b) When pilots are exchanged or replaced, they shall be qualified and proficient in the special mission and FAA current in the aircraft. Training and familiarization costs, including any required flight time (including associated fuel) up to 2-hours, shall be accomplished at the contractor's expense. The CO and/or National FW Standardization Pilot or designee will determine the necessary amount of flight time up to 2-hours. This is not intended to affect cross shifting of pilots that are familiar with the operating area or to affect approved relief pilots.
 - (1) The contractor shall notify the ATPM prior to relief or substitute aircrews reporting to an airtanker:
 - a) The names and positions of each crewmember.
 - b) Which aircraft they will be reporting to.
 - c) If they require a proficiency flight (reference E-3).
- (c) The contractor may offer a 7th day of crew coverage. If accepted by the CO, the cost for the additional day of availability will be reimbursed at the same daily availability rate as specified in the Schedule of Items. The number of days in the MAP may be increased by the number of "7th day of crew coverage" days accepted. Any additional costs associated with the 7th day of crew coverage will be negotiated with the CO.

C-15 FLIGHT HOUR AND DUTY LIMITATIONS

- (a) All flight time, regardless of how or where performed, except personal pleasure flying, shall be reported by each flight crewmember and used to administer flight hour and duty time limitations. Flight time to and from the assigned base as a flight crewmember (commuting) shall be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not.
- (b) Pilots

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- (1) Flight time will be measured using the information in Section G-2.
- (2) Flight time shall not exceed a total of 8-hours per day (except for point-to-point flights as specified in C-15 (b) (7)).
- (3) Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the next day. The CO will either authorize full availability for the required day off or add a day on to the end of the MAP. Flight time shall not exceed a total of 42-hours in any 6-consecutive days. After any 1-full off-duty day, pilots begin a new 6-consecutive day duty-period for the purposes of this clause, providing during any 14-consecutive day period, each pilot shall have 2 full days off-duty. Days off need not be consecutive. Contractors may propose alternate schemes for crew days off (i.e. 12 on and 12 off, see Section B-7).
- (4) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Within any 24-hour period, pilots shall have a minimum of 10-consecutive hours off-duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30-minutes each way between the work site and place of lodging shall not be considered duty time. When one-way travel exceeds 30-minutes, the total travel time shall be considered as part of the duty day.
- (5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.
- (6) During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will be at the daily availability rate.
- (7) Flights point-to-point (airport-to-airport, etc.) with a pilot and co-pilot shall be limited to 10-flight hours per day. (An aircraft that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).
- (8) Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
- (9) When pilots act as mechanics, mechanic duties in excess of 2 hours shall apply as pilot flight hours on a one-to-one basis toward flight hour limitations.
- (10) Relief, additional, or substitute pilots reporting for duty under this contract shall furnish a record of all duty and all flight hours during the previous 14-days. Pilots shall be FAA qualified, FAA current, proficient, and approved in the special mission and FAA current in the aircraft.

(c) Mechanics

- (1) Within any 24-hour period, personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Mechanic shall not work longer than 16 hours without 8 consecutive hours off. Local travel up to

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a maximum of 30-minutes each way between the work site and place of lodging shall not be considered duty time. When one way travel exceeds 30-minutes, the total travel time shall be considered as part of the duty day.

- (2) Mechanics shall have 2 (two) 24-hour time periods off duty during any 14-day period.
- (3) Duty includes standby, work, or alert status at any location.
- (4) Mechanics may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
- (5) The Mechanic (Crew Chief) shall be responsible to keep the COR apprised of provided maintenance personnel duty limitation status.
- (6) The contractor is responsible for tracking provided maintenance personnel duty time from the previous 14 days prior to beginning work when assigned to an airtanker under this contract.
- (7) The contractor shall be responsible to keep the assigned COR apprised of mechanic duty limitation status. The mechanic shall keep the ATBM apprised of their duty limitation status daily.

(d) Flight Engineer (if applicable)

- (1) Within any 24-hour period, personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging shall not be considered duty time. When one way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.
- (2) Flight time for flight engineers shall not exceed a total of 8 hours per day (except for point-to-point flights as specified in C-15 (b) (7)).
- (3) Flight engineers accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the next day. Flight time shall not exceed a total of 42-hours in any 6-consecutive days. After any 1-full off-duty day, flight engineers begin a new 6-consecutive day duty-period for the purposes of this clause, providing during any 14-consecutive day period, flight engineers shall have 2 full days off-duty. Days off need not be consecutive. Contractors may propose alternate schemes for crew days off (i.e. 12 on and 12 off, see Section B-7).
- (4) Flight engineers shall have (two) 2-24 hour time periods off duty during any 14-day period.
- (5) Duty includes standby, work, or alert status at any location.
- (6) Flight engineers may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

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- (7) The flight engineer shall be responsible to keep the Government apprised of their flight and ground duty limitation status.
- (8) Relief or substitute flight engineers reporting for duty under this contract may be required to furnish the COR a record of all duty time during the previous 14-days.

C-16 ACCIDENT PREVENTION AND SAFETY (SEE EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM)

Note: You shall submit the items required in Exhibit 13 or you may not be awarded a contract.

- (a) The contractor shall furnish the CO with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA's Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the Government for what it considers a significant discrepancy.
- (b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the contract have occurred.
- (c) The contractor shall develop, maintain and utilize a SMS necessary to assure safety of maintenance and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When the CO, in conjunction with the agency Aviation Safety Manager or Aviation Safety Officer determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for default as provided in the Contract Terms and Conditions when factors indicate a lack of compliance. Examples of such termination for default factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations.
- (d) The contractor shall fully cooperate with the CO in the fulfillment of this paragraph. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above. Upon request of the Government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.).
- (e) The Aviation Safety Communique (SAFECOM) database fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the USDA Forest Service and the Department of the Interior agencies. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECOM form to report any condition, observation, act, maintenance problem, or circumstance with personnel or the aircraft that has the potential to cause an aviation-related mishap. Contractors are to use this system to report while on contract to the USFS.

The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation /determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be utilized

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in tailgate safety sessions, after action reviews, and briefings only after they have been made public in the system.

Submitting a SAFECOM is not a substitute for “on-the-spot” correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input.

SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB statute 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

In order for SAFECOM's to be effective as an accident prevention tool, they must be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at www.safecom.gov.

(f) Contractors Stand-Down or Deactivation

- (1) The contractor shall immediately notify the CO by telephone, followed up with a written notification (email or letter), when the contractor implements a stand-down or when the contractor de-activates any or all of the aircraft/fleet that is operating in compliance with this contract. The contractor’s verbal and written notifications shall include all the tail number(s) for all the effected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.
- (2) The contractor shall also notify the CO by telephone, followed up with a written notification (email or letter) of the planned reactivation date for each of the effected aircraft. The contractor’s verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).
- (3) Once the CO has been officially notified of a contractor implemented stand-down and/or deactivation, the CO shall notify the appropriate Government officials accordingly.

C-17 MISHAPS

(a) Reporting

- (1) While operating under this contract, the contractor must immediately, and by the most expeditious means available, notify the NTSB AND appropriate agency Aviation Safety Manager (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs (refer to 49 CFR § 830.5 - Immediate notification).
- (2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS**

1-888-4MISHAP (1-888-464-7427).

(b) Forms Submission

Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the contractor must provide the agency Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

(c) Wreckage Preservation

- (1) The contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicles (fuel samples), support trailers or vehicles and equipment or records following an "Aircraft Mishap" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, FDM, etc.) following a mishap.
- (2) The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

(d) Investigation

- (1) The contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to contractor or government personnel arising in the course of performance under this contract.
- (2) Further, the contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the contractor shall ensure that personnel (pilot, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

(e) Related Costs

The NTSB or USFS shall determine their individual agency investigation cost responsibility. The contractor will be fully responsible for any cost associated with the reassembly, approval for Return-to-Contract Availability, and return transportation of any items disassembled by the USFS.

(f) Search, Rescue and Salvage

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a government employee shall be the responsibility of the contractor.

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS**

C-18 PROPERTY AND PERSONAL DAMAGE

- (a) The contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The contractor shall be responsible for all damage to property and to persons, including third parties that occur because of them or their agents or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the contractor and the United States of America.
- (d) The contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.
- (e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or going out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.
- (f) The contractor, prior to the commencement of work, shall submit to the CO one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained and will remain in force through the duration of the contract period.

C-19 PERSONAL PROTECTIVE EQUIPMENT

(a) General

The following personal protective equipment shall be furnished by the contractor, be operable and maintained in serviceable condition as per appropriate manufacturer's specifications.

(1) Clothing

- a) Contractor personnel while flying shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, leather boots and leather, polyamide, or aramid gloves. A shirt with long-sleeves overlapping gloves, and long-pants overlapping boots by at least 2-inches, shall be worn by the pilot(s). Personnel shall not wear clothing made of non-fire-resistant synthetic material under the fire-resistant clothing described herein.
- b) Nomex® or other material proven to meet or exceed specifications contained in MIL-C-83429A may be worn. Currently, the following "other" materials meet this specification:

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS**

- i. FRT Cotton Denim Cloth, MIL-C-24915
- ii. FRT Cotton Chambray Cloth, MIL-C-24916
- c) Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

SECTION D – PACKAGING AND MARKING

SECTION D – PACKAGING AND MARKING

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SECTION E – INSPECTION AND ACCEPTANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text may be accessed electronically at these Internet addresses:

<https://www.acquisition.gov/far/index.html>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Clause No.	Date	Title
FAR 52.246-4	AUG 1996	Inspection of Services - Fixed-Price

E-2 INSPECTION AND ACCEPTANCE

In accordance with Federal Acquisition Regulation Clause 52.246-4 Inspection of Services-Fixed-Price, the following is added:

Note: Official Government logos such as the USFS shield and or reference to “Official U.S. Government Fire Fighting Vehicle” will not be permitted on contractor equipment.

(a) Pre-Use Inspection of Personnel and Equipment

- (1) After award of the agreement and any renewal thereof, an inspection of the contractor's equipment and personnel will be made prior to any use. Inspection priority and determination of operational need will be at the sole discretion of the Government. Inspections may be scheduled by mutual agreement between the CO and the contractor. The inspection will take place at the contractor's Repair Station Facility, or other location as approved by the applicable government inspector (e.g., Aviation Safety Inspector, etc.).
- (2) The mechanic, and maintenance support vehicle will be made available for inspection as scheduled by the applicable government inspector (e.g., Aviation Safety Inspector, etc.).
- (3) The items described below shall be made available at the pre-use, or renewal inspection:
 - a) Certificates/Contract
 - i. Copy of 14 CFR 145
 - ii. Copy of 14 CFR 137
 - iii. Complete copy of awarded contract, including modifications, with each aircraft

(4) Aircraft:

SECTION E – INSPECTION AND ACCEPTANCE

To facilitate the efficient use of time at the contractor's facility the following documentation will be required during the pre-use inspection and can be provided prior to the inspection via a file sharing provider such as Box or SharePoint. On the date of inspection, the Contractor must have personnel available to open compartments/access panels and operate aircraft electrical equipment as necessary to facilitate the inspection of the aircraft.

- a) OLM calibration/validation data uploaded to government server 7 to 10 days prior to scheduled inspection.
- b) All required documents needed to verify contract compliance (including airframe logs, engine logs, compliance with service bulletins, Military Technical Directive, FAA AD compliance, listing of installed STCs, and aircraft status record, OLM program documents, etc.) shall be made available to USFS inspector(s).
- c) A current status sheet (less than 7 calendar days old) containing the status of inspections, Instructions for Continued Airworthiness (ICAs), structural inspections, recurring ADs, and components having time/life limits.
 - i. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9c, as amended.
 - ii. Complete listing of and method of compliance for all FAA ADs, Service Bulletins, military bulletins/TCTO's, for airframe, engine, propeller, and appliance. Documentation of compliance to each AD and bulletin will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, as amended.
 - iii. Current copy of charts A, B and C (USFS configuration) of aircraft weight and balance.
 - iv. Completed weight and balance record and operational weight and balance (pilots, misc. equipment/spares, retardant, and fuel at contract minimum fuel).
 - v. Aircraft, engine, and component historical records (component cards and logbooks).
 - vi. Aircraft alteration records (337's).
 - vii. ELT NOAA registration.

SECTION E – INSPECTION AND ACCEPTANCE

- viii. ATU validation information.
- ix. Copy of most recent 91.411 and 91.413 logbook entries.
- x. Copy of Public ADS-B Performance Report.
(<https://adsbperformance.faa.gov/PAPRRequest.aspx>)
- xi. Current Part 145, 137 and 91 Ops Specs as applicable to include aircraft listing D-095/LOA, D-100 etc.
- xii. Current Part 145 Repair Station Manual, Repair station Quality Manual or combined manual, and Repair Station Training Manual.
- xiii. Current contract agreement(s) and modification(s).
- xiv. Current aircraft flight manual.
- xv. Current MEL.
- xvi. Other items/paperwork/records may be requested at the time of inspection as described in the contract.
- xvii. Ensure that your aircraft is available on the inspection date. If the aircraft is not available on the date of inspection, the inspection will be rescheduled at the government's convenience for a later date, a new inspection date may be more than 30 days later depending on other scheduled inspections and inspector availability.

(5) Mechanic(s)

- a) List of qualified maintenance personnel
- b) Repair Station roster and area of authority

(6) Flight Crew

- a) Performance tests, including takeoff, landing, and tactical flying to ascertain that aircraft and pilot meet specifications may be required by the CO and/or the National FW Standardization Pilot or designee.
- b) Flight crews shall attend an annual operational safety briefing conducted by the National FW Standardization Pilot or designee. This briefing may occur during pilot carding and evaluation.

(b) Pre-Use Inspection Expenses

- (1) All operating expenses incidental to the inspection shall be borne by the contractor.

SECTION E – INSPECTION AND ACCEPTANCE

- (2) The contractor will not be charged for the costs incurred by the Government on the annual pre-use inspection when the inspection occurs at the contractor's FAA Certificated Repair Station, or at other locations identified at the government's discretion.

(c) Re-inspection Expenses

When re-inspection is necessary because contractor equipment and/or personnel did not satisfy the initial inspection, or when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, the contractor may be charged the actual costs incurred by the government in performing the re-inspection. Re-inspections will be performed at a time and location mutually agreed to by the contractor and CO.

(d) Inspections During Use

- (1) At any time during the contract period, the CO may require inspections as deemed necessary to determine that the contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the contractor.
- (2) Should the inspections reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the contractor.
- (3) When the aircraft becomes unavailable due to a maintenance deficiency, the Government reserves the right to inspect the aircraft after the contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR Part 135.415 or as requested by a government inspector, the contractor shall furnish the CO with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

E-3 AIRTANKER CREW PROFICIENCY FLIGHTS

- (a) If the Pilot-in-Command (PIC) of the mission crew has not flown the contract line item aircraft type/make/model while on a USFS contract within 30 days, the PIC shall have a proficiency flight in the contract line item aircraft type/make/model prior to executing any flights supporting USFS operations.
- (b) The flight shall consist of, but not be limited to:
 - (1) A simulated drop, which shall be a non-revenue flight (and associated fuel) of no less than 30 minutes of flight time not to include startup, taxi or shutdown of the aircraft. Or,
 - (2) A ferry flight of no less than 30 minutes while unloaded with no low level flight profiles. This may be a revenue flight if repositioning to another airtanker base for an ordered fire mission. All other Ferry flights for currency/proficiency shall be non-revenue. Or,
 - (3) A Level D Simulator, of the same Type Rating as the Mission Aircraft may be used for PIC proficiency. Flight time in aircraft or simulator other than the contract

SECTION E – INSPECTION AND ACCEPTANCE

line item aircraft type/make/model will not count towards pilot proficiency.

- (c) Pilot-in-Command scheduling, and proficiency is determined by the vendor with oversight by the National FW Standardization Pilot or designee and the ATPM.
- (d) If a PIC requires a proficiency flight the PIC may request a proficiency break at the beginning of the duty day. The aircraft will remain in available status while performing the required flight. However, if at any time until the PIC is proficient, and the aircraft is requested for a mission and cannot perform that mission within 60 minutes of the request that aircraft will be assessed unavailability from the beginning of the duty day up until the PIC is proficient and able to respond to the request.
- (e) FAA minimums are not a substitute for USFS proficiency requirements. These requirements supersede all previous contract language regarding currency/proficiency.

E-4 AIRCRAFT SECURITY INSPECTIONS

Following a security incident involving the aircraft, or upon direction of the CO or government official responsible for security where the aircraft is operating the contractor will submit to a security inspection of the aircraft. The aircraft will not return to operational use until the security inspection has been completed. No availability will be deducted during this period.

SECTION F – DELIVERIES OR PERFORMANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text may be accessed electronically at these Internet addresses:

<https://www.acquisition.gov/far/index.html>

Clause No.	Date	Title
FAR 52.242-15	AUG 1989	Stop Work Order

F-2 PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)

The Period of Performance is outlined in the schedule of items.

F-3 CONTRACT AND PERFORMANCE PERIODS

(a) Mandatory Availability Period

- (1) The MAP shall begin on the date stipulated in the Task Orders.
- (2) Failure to provide the **offered aircraft** at the start of the MAP can result in **Termination**. This decision is at the sole discretion of the government.
- (3) The aircraft and pilot shall be ready to commence normal operations at 9:00 a.m. local time or such time as stipulated by the Government during the MAP.

(b) Daily Availability Requirement

(1) Equipment

During the MAP, airtankers shall be stationed and remain fully operational at their Assigned Work Location (AWL). Airtankers shall have stand-alone operational capability. If a contractor requires external Ground Support Equipment (GSE) units to be used while the aircraft is returned to stand alone capability, it is their sole responsibility to ensure external GSE units are available for their aircraft, do not interfere with tanker base operations, and that personnel operating the external GSE units are properly trained to operate the external GSE unit being used. GSE required for starting such as GPUs and air start units can be used for 2 days in any 14-day period. Unavailability may be assessed for multiple uses of the GSE on the same issue on the aircraft. The government is not responsible for any costs, ordering, storage, or operations associated with external GSE unit use. For Unavailability, reference F-3 (4).

(2) Personnel

Each day, contractor's flight crew shall be in one of the following conditions of availability:

- a) Standby

SECTION F – DELIVERIES OR PERFORMANCE

- i. Personnel shall be on standby during the hours stipulated each day by the ATBM. The first 9-hours of standby will be considered the base or normal standby hours. During this time, the aircraft and personnel shall be able to respond to a dispatch within 15 minutes. Unless authorized to be on standby at an alternate location by the ATBM, flight crew and maintenance required by this contract shall be on site during the hours of availability and extended standby.
- ii. Delays caused by local air traffic, FAA flight planning and filing for extended dispatches, taking on additional fuel for extended dispatches, preparation for flights into instrument conditions, proficiency flights, and other causes beyond the pilot's control will not be considered a part of the 15-minutes.
- iii. Standby is not required during the MAP when the pilot is off duty under the Flight and Duty Limitations.

b) Extended Standby

Hours of standby in excess of the first 9-hours may be ordered by the CO, COR or ATBM but the duty time will never exceed 14-hours for the flight crew.

(3) Authorized Breaks

The aircraft and personnel must be available for an immediate dispatch to request or receive an authorized break. If the aircraft or personnel are unavailable/out-of-service/unairworthy at the time of the request, the breaks will not be authorized.

a) Maintenance Breaks

- i. The contractor may request an Authorized Maintenance Break during a duty day while on standby and not assigned to an incident to conduct scheduled or routine maintenance. Approval for these breaks will be wholly discretionary by the CO/COR/ATBM or designee. The contractor will continue to be paid the availability rate during an Authorized Maintenance Break provided the following conditions are met.
- ii. When requesting an Authorized Maintenance Break the contractor shall provide an Estimated Time of Completion (ETOC) to the CO/COR/ATBM or designee.
- iii. The contractor shall notify the USFS AMI when an Authorized Maintenance Break is approved and prior to starting work. During the ETOC, when the contractor is notified of an

SECTION F – DELIVERIES OR PERFORMANCE

assignment the aircraft shall be fully operational within 60 minutes or by the approved ETOC, whichever is less. If the aircraft is not fully operational within the ETOC or assignment notification requirement RTCA will be required, and unavailability will be assessed from the time starting time of the authorized maintenance break. RTCA is not required unless unavailability is assessed.

- iv. During the authorized maintenance break if a grounding discrepancy is identified, the AMI shall be notified, and that discrepancy shall be corrected within the timeframes identified above. If the grounding discrepancy cannot be corrected in the timeframes identified above, the contractor will immediately notify the ATBM, and unavailability will be assessed at the end of the timeframes identified above.

b) Crew release

- i. Upon advance approval of the CO, COR or ATBM, crews may be released from standby at the AWL and service will continue to be recorded as available (this will constitute a duty day). When released during the duty day, crews shall inform the CO, COR or ATBM how they may be contacted should a recall be needed.
- ii. Further, if the aircraft is not scheduled for availability, it may be removed at the contractor's expense from the operating base for maintenance, provided the contractor:
- iii. Obtains permission from the CO and ATPM in advance for taking the aircraft from the AWL; and
- iv. Follows the availability schedule set forth by the Government; and,
- v. Uses the aircraft only for maintenance test flights or ferry to and from the maintenance facilities, unless the CO specifically approves other use.

c) Maintenance Days

- i. Contractors may request a total of five (5) days of break in service for maintenance and or inspections during the MAP. Only full days shall be used with no revenue paid for the day. These breaks may or may not be consecutive and shall be scheduled with the Government's concurrence by the end of the day being requested. End dates for the MAP will be adjusted if any days are used. If the entire calendar day is not used to perform maintenance, no credit of that unused time shall be granted.

SECTION F – DELIVERIES OR PERFORMANCE

- ii. The contractor may elect to move the airtanker to a maintenance facility of their choosing.
 - a. The ATPM or CO must give authorization prior to leaving the AWL.
 - b. If the airtanker is authorized to leave prior to the end of the duty day, the CO may assess unavailability through the remainder of the duty day.
 - c. The contractor is responsible for all costs associated with moving the aircraft to the maintenance facility, including but not limited to, flight time and fuel to and from the desired facility.
- iii. The contractor is responsible for flight and associated costs from and to the AWL. If the aircraft is diverted prior to leaving the maintenance facility or while enroute back to the original AWL the difference in flight time between the maintenance facility and original AWL to the new AWL will be paid by the govt only when the flight time is longer.

(4) Unavailability

- a) The offered aircraft is unavailable whenever the aircraft or pilots are not in condition to perform. The contractor shall report any mechanical breakdown, and any maintenance deficiencies to the COR, AMI and NATPM that would result in the aircraft becoming unavailable.
- b) Unavailability status will continue until the cause of the failure is corrected. The contractor shall inform the COR, AMI and NATPM whenever the Airtanker and crew are back in service and ready to return to standby/availability.
- c) Unavailability will be assessed anytime the aircrew exceeds the flight and duty limitations in accordance with FSH 5709.16 Chapter 30, 36.11 Standard Flight and Duty Limitations.
- d) If consistent failures to respond to airtanker dispatches occur, the CO retains the right to require functional flights at the contractor's expense.
- e) When the aircraft becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the contractor's mechanic has approved it for return to service. The contractor shall contact a Government authorized Aircraft Maintenance Inspector following a return to service to review the work that was done. A "Return-to-Contract-Availability" may or may not be issued by the Government.

The above is required even when an airtanker is swapped out for another. Prior to bringing the original airtanker back on contract the AMI must be notified by the contractor.

- f) When responding to a dispatch and an unscheduled maintenance discrepancy

SECTION F – DELIVERIES OR PERFORMANCE

occurs, the contractor will notify the ATBM, COR, AMI and ATPM and repair the discrepancy and contact the Government Aviation Maintenance Inspector (AMI) once the aircraft has been returned to service. An AMI will be responsible for returning the aircraft to contract availability. If the return to service is reported within 30-minutes from the time the original unscheduled maintenance discrepancy was identified/reported (and the aircraft is subsequently returned to availability by an AMI) no unavailability will be assessed. If the return to service is reported more than 30 minutes after the discrepancy was identified/reported, unavailability will be assessed beginning when the discrepancy was identified/reported.

Any unavailability assessed due to the unscheduled maintenance when responding to a dispatch will not start until the aircraft is back in the blocks.

- g) After each contract year has begun, the Government may exercise its right to termination for default if there is unavailability in excess of three (3) full consecutive contract days or an accumulation of seven (7) percent of the total days in the current Mandatory Availability Period, Post-Season, and Optional Use Periods.
- h) If the aircraft is having maintenance issues that can only be observed or checked by a mechanic during flight, the aircraft will be placed in a condition of unavailability so that a maintenance functional flight can be performed.
- i) The contractor shall notify the ATBM, COR, ATPM and FWC at the beginning of each day if scheduled maintenance will necessitate the aircraft being returned to the same base in the evening.

F-4 POST SEASON USE PERIOD

The Government may, at its option, order service on a day-to-day basis during the 30-day calendar period following the MAP under Exclusive Use Task Orders. The contractor is obligated to perform in accordance with the terms and conditions of this contract as long as they have not been released.

F-5 OPTIONAL USE PERIOD

The Government may order service on a day-to-day basis anytime outside the MAP and Post Season Use Periods under Exclusive Use Task Orders. This service is subject to acceptance by the contractor.

SECTION G – CONTRACT ADMINISTRATION DATA

G-1 PAYMENT PROCEDURES

- (a) All FS-6500-122's will be electronically packaged and submitted through the Incident Business System (IBS) for payment processing. Payments will be made semi-monthly for services approved. The 122's will be "bundled" every 2-weeks and sent to the vendor electronically for approval for submission through the IBS system and electronically forwarded to the Invoice Processing System (IPP) for payment. You can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure that your company has registered at <https://www.ipp.gov/vendors/enrollmentvendors.htm> to establish your account. The 122's processed during the first half of the month will be processed for payment on or about the 16th and those accumulated during the last half of the month will be processed on or about the 1st of the following month.
- (b) Preparation for access and use of IBS requires a USDA e-authentication username and password. Instruction for e-authentication and training for the IBS role is now available on the Internet at <https://www.fs.fed.us/business/ibs/training.php>
- (c) Upon completion of the MAP (under EU orders) or CWN task orders, or any extension thereof, final payment will not be made until all Government-furnished property has been returned and a Contract Release form has been completed. The final Flight Use Report payment will be accompanied by the completed Contract Release and Transfer of Property Form.

G-2 FLIGHT TIME MEASUREMENT

- (a) Flight time will be measured "block to block".
- (b) If mechanical problems are encountered during flight and the mission cannot be continued, the aircraft is considered to be unavailable upon landing and in the blocks. Flight time will continue to be paid to the assigned work location, or the contractor's maintenance facility, whichever is closest.

G-3 PAYMENT FOR FLIGHT

- (a) The Government does not guarantee any flight time.
- (b) Flight time will be paid "block to block". Flight time will begin when aircraft starts its roll from the pit on an ordered flight and ends when aircraft has taxied to parking, loading, refueling, or warm-up operations areas and has stopped. Flight time consists of a clock time duration not to exceed the time the aircraft leaves the "blocks" with the intention of an ordered flight to its return to the blocks following an ordered flight.
- (c) No payment will be made for flights when the load of retardant is accidentally or carelessly dropped on non-target areas unless is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements which endanger the safety of the aircraft. In addition, the cost to the Government of the lost load of retardant will be charged to the contractor and deducted from payments due.
- (d) If a dispatch is cancelled after any of the aircraft's engine(s) have started excluding the Auxiliary Power Unit (APU) and prior to the takeoff role on the runway, payment will be made at 1/10th of the flight rate and coded appropriately. If ordered for repositioning to

SECTION G – CONTRACT ADMINISTRATION DATA

or from the retardant loading area (i.e. changes in rotation, going on a day off, returning from day off, or refueling out of pit area, or for any needed ramp maintenance) payment will be made at 1/10th of the flight rate and coded appropriately. Any required ramp movement of the aircraft due to maintenance is the responsibility of the contractor. A ramp movement back to the ramp following a maintenance issue which caused the non-revenue move out of the ramp, will be non-revenue.

- (e) Payment for flight time will be made only when flight is properly ordered through the dispatch system on a resource order. Proficiency flights will be requested by the contractor and approved by the CO.
- (f) Payment will not be made for flights, and associated fuel, for the benefit of the contractor such as maintenance tests flights, ferrying to and from maintenance facilities, required flight following engine change, or transportation of contractor's support personnel.

G-4 PAYMENT FOR AVAILABILITY/UNAVAILABILITY

- (a) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in IBS as appropriate.
- (b) The Government will pay daily availability as specified in the Schedule of Items. The maximum amount of availability to be earned per day is the daily availability offered amount.
- (c) Daily Availability will be computed for aircraft and crewmembers and will be ordered, measured, and recorded each day by 14-hour increments (maximum 14-hours per calendar day).
- (d) The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight except for extended standby.
- (e) Periods of unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability (to the minute). This amount shall be subtracted from the 14 hours of scheduled duty; availability will be paid for the remainder.

G-5 PAYMENT FOR EXTENDED STANDBY

During the period where the flight crew is required to be on standby beyond the first 9 hours of required duty day, the contractor will be paid at an hourly rate (rounded-up to the next full hour) specified in the Schedule of Items for each authorized flight crewmember, plus up to two maintenance crewmembers. Ordered Extended Standby will be recorded in IBS in whole hours.

G-6 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

- (a) The contractor will be reimbursed for reasonable aircraft mobilization and demobilization costs to and from the AWL when activated under an EU or CWN Task Order.
- (b) Payment will be made for ordered ferry flights.

SECTION G – CONTRACT ADMINISTRATION DATA

G-7 PAYMENT FOR OVERNIGHT ALLOWANCE (PERSONNEL)

- (a) (Lower 48) Overnight allowances or Remain-Over-Night (RON) will not be paid under this contract. Overnight allowances shall be included in your daily availability rate for each aircraft offered for all contractor personnel working under this contract.
- (b) (Alaska) The contractor will be paid the difference between Conus, Standard Rate and Alaska per diem/lodging (for the location) for each crewmember.

G-8 MISCELLANEOUS COSTS TO THE CONTRACTOR

- (a) Housing, subsistence, ground transportation, air stairs, GPU's and other expenses will be the responsibility of the contractor or its employees at the AWL. On a time available basis, the government may assist with facilitating this process but the contractor is responsible for all associated charges.
- (b) The Government will reimburse the contractor for any airport use costs the contractor is required to pay when ordered to operate from an airport such as airport landing fees, tie-down charges, or other similar type costs. Itemized receipts may be requested by the CO or COR.
- (c) Miscellaneous unforeseeable costs not recovered through the contract payment rates and that are the direct result of ordered service may be reimbursed at actual cost if approved by the CO.
- (d) The Airtanker Base Managers may provide meals, ice, and drinks at the Government's expense in order to sustain firefighting operations; however, crews should plan to provide their own lunch for standby in the event that the ATBM does not authorize their release for lunch. At cooperator bases, meals will be provided in accordance with local policy.

G-9 PAYMENT FOR FUEL – US GOVERNMENT AIR CARD PROGRAM

Payment for fuel under the Defense Logistics Agency (DLA) AIR Card Program will be in accordance with Exhibit 12, US Government AIR Card Fuel Program. All contractor paid fuel using a secondary means (when the DLA card is not accepted) shall be reimbursed by the Government using the IBS system. See Exhibit 12 for detailed requirements for Air Card use.

G-10 EXTENDED STANDBY ADJUSTMENT

- (a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit (the rate will be rounded to the nearest dollar). If needed, adjusted rates will become effective annually on February 16 of each year.
- (b) Extended standby is not intended to compensate the contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

SECTION G – CONTRACT ADMINISTRATION DATA

G-11 CONTRACTING OFFICER REPRESENTATIVE

Airtankers will be annually assigned an administrative COR for contract management oversight. The COR will provide day-to-day oversight management, tracking, and process payments. The ATBM on location will verify aircraft status with the contractor and communicate all dispatches to the designated company representative. The ATBM on location will verify aircraft status with the contractor and communicate all dispatches to the designated company representative and relay daily tracking information to the COR. The COR may not be on site at all times.

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H-1 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70) (FEB 1988)

- (a) Confidential information, as used in this clause, means -
- (1) Information or data of a personal nature, proprietary about an individual, or
 - (2) Information or data submitted by or pertaining to an organization.
- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The CO and the contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the contractor or that the contractor is expected to generate which is confidential. Similarly, the CO and the contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.
- (f) Written advance notice of at least 45 days will be provided to the CO of the contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the CO does not pose any objections in writing within the 45-day period, the contractor may proceed with disclosure. Disagreements not resolved by the contractor and CO will be settled pursuant to the "Disputes" clause.
- (g) Whenever the contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the contractor shall obtain a written determination from the CO prior to any release, disclosure, dissemination, or publication.
- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H-2 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror(s) is required and will be held in Boise, ID within 45 days after the date of contract award.

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H-3 COMMERCIAL FILMING AND VIDEOTAPING

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a firefighting or incident support situation at the discretion of the Incident Commander.

All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the of the USDA Forest Service while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the contractor, contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the CO. Use of OLM data by the operator in support of their SIP is within the scope of this contract.

H-4 REPORTING REQUIREMENTS

- (a) Contractor is required to attend monthly check-in calls with the CO and ATPM.
- (b) A flight crewmember from each Contract Line Item Number (CLIN) shall submit data to the National Interagency Coordination Center (NICC) at the close of each workday. The NICC will provide a means of receiving this data that can be accessed via internet or handheld mobile devices on the following website:

https://docs.google.com/forms/d/1fjhn3h3Jl-4D04c_SiOIOsrXUD2FQJOhjWleFtKG3Vo/viewform

The data will include the date, location of aircraft, aircraft status, estimated time of return to availability if unavailable, flight time for the day, sorties flown, gallons dispensed, and any remarks.

- (c) Each day, a representative from the contractor shall submit fleetwide activity in the form of a report to the program. The report will include all CLINs for airtankers on a government contract and be broken up by individual aircraft. The report will cover the previous 14 days of activity. The data submitted should be as accurate as possible. Exhibit 27, Daily Report, may be used as a template. The following items are required for the report(s):

Contract (Next Gen 2, Next Gen 3, CWN, AT23, etc.) with the line item number, tanker number, the previous 14 day's revenue flight time for each line item, YTD revenue flight

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time for each line item, number of sorties (revenue flights), gallons dropped each day, YTD gallons dropped, extended standby hours each day, PIC, SIC, FE (if applicable), Crew Chief 2nd mechanic (if applicable), driver (if applicable), day off, location at the end of the day, the Line Item's COR, the projected end of MAP date (subject to change based on maintenance days etc.), fleetwide totals, notes (i.e. upcoming crew changes, scheduled maintenance needed, aircraft unavailable etc.)

The report(s) shall be emailed to the following recipients each morning by 1000 MDT: t ATPM, Branch Chief of Aviation Operations, Assistant Director-Aviation, FWC(s), CORs, Aerial Supervisors and Additional recipients as requested by the CO. A list of recipients can be obtained by the CO or ATPM.

H-5 ON-RAMP

- (a) The purpose of the IDIQ On-Ramp is to create an opportunity for new, qualified, airtanker service providers, to provide services that they may not have been prepared to provide when the initial solicitation was issued. The intent of the On-Ramp is to foster competition for future requirements for airtanker services.
- (b) The parties mutually agree that the original solicitation, as revised, shall remain open during the life of this contract and at specified times the Government may award additional contracts for IDIQ requirements. Special On-Ramp Period's will be held in 2025, 2027 and 2029. If the Government issues a notice via amendment against the original solicitation, new airtanker service providers and current IDIQ contractors will be allowed to submit proposals, within the notice's stated response time.
- (c) The minimum contract requirements (as revised), the technical acceptability standards, evaluation factors, solicitation terms and conditions, price reasonableness, and basis for award shall remain in full force and effect for each new proposal. Upon award of each additional contract, the Government shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.

H-6 ADD/REMOVE AIRCRAFT/EQUIPMENT AFTER CONTRACT AWARD

After contract award and initial inspection resulting in compliant aircraft, the Contractor may request in writing to the CO to add aircraft(s)/equipment during the month of December each year or as otherwise deemed necessary by the Government. The aircraft(s) requested to be added, and its data package, must satisfy the requirement of the parent contract or task order as applicable. It is at the Government's discretion as to whether additional aircraft(s) will be added to the contract. Each request will be evaluated based on USFS needs. The CO will make the final determination to add aircraft(s)/equipment to a contract through a bilateral modification. The request to remove aircraft can be done anytime during the contract period.

Same make, model and series may be offered at the same price as originally awarded and identified in the contract. Aircraft not being the same make, model and series may be considered by the CO. There may be adjustments to rates based on capability differences.

The written request to add an aircraft(s) shall be submitted to the CO.

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The contractor shall be responsible for contacting the ATPM and CO for scheduling an inspection after a confirmation from the CO has been received from the CO that the aircraft will be added.

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.202-1 Definitions (JUN 2020)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on SubContractor Sales to the Government (JUN 2020)
- 52.203-7 Anti-Kickback Procedures (JUN 2020)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
- 52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)
- 52.204-22 Alternative Line Item Proposal (JAN 2017)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.210-1 Market Research (NOV 2021)
- 52.215-2 Audit and Records – Negotiation (JUN 2020)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2020)
- 52.219-8 Utilization of Small Business Concerns (OCT 2022)
- 52.219-9 Small Business Subcontracting Plan (OCT 2022) (*Applicable if > \$700,000*) Alternate II (NOV 2016)
- 52.219-14 Limitations on Subcontracting (OCT 2022)
- 52.219-16 Liquidated Damages --Subcontracting Plan (SEP 2021)
- 52.219-28 Post-Award Small Business Program Representation (OCT 2022)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours & Safety Standards Act – Overtime Compensation (MAY 2018)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (SEP 2016)
- 52.222-37 Employment Reports Veterans (JUN 2020)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-41 Service Contract Labor Standards (AUG 2018)
- 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)

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- 52.222-50 Combating Trafficking in Persons (NOV 2021)
- 52.222-54 Employment Eligibility Verification (MAY 2022)
- 52.222-55 Minimum Wages Under Executive Order 14026 (JAN 2022)
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
- 52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)
Alternate I (JUL 1995)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-11 Ozone-Depleting Substances & High Global Warming Potential
Hydrofluorocarbons (JUN 2016)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
- 52.223-20 Aerosols (June 2016)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)
- 52.227-1 Authorization and Consent (JUN 2020)
- 52.227-2 Notice and Assistance Regarding patent and Copy Right Infringement (JUN 2020)
- 52.228-5 Insurance- Work on a Government Installation (JAN 1997)
- 52.229-3 Federal, State, and Local Taxes (FEB 2013)
- 52.232-1 Payments (APR 1984)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-17 Interest (MAY 2014)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-25 Prompt Payment (JULY 2013)
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)
- 52.233-1 Disputes (MAY 2014)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (OCT 2022)
- 52.245-1 Government Property (SEP 2021)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-25 Limitation of Liability-Services (FEB 1997)
- 52.247-21 Contractor Liability for Personal Injury and/or Property damage (APR 1984)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.237-75 Restrictions Against Disclosure (FEB 1988)

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I-2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (OCT 2018)

- (a) The contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—
 - (1) The non-public segment, into which Government officials and the contractor post information, which can only be viewed by—
 - a) Government personnel and authorized users performing business on behalf of the Government; or
 - b) The contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for-
 - a) Past performance reviews required by subpart 42.15;
 - b) Information that was entered prior to April 15, 2011; or
 - c) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The contractor will receive notification when the Government posts new information to the contractor's record.
 - (1) If the contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.
 - (2) The contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the contractor revises them.

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(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I-3 ORDERING (FAR 52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Jan 1, 2023** through **Dec 31, 2032**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of **\$250,000,000.00**;
 - (2) Any order for a combination of items in excess of **\$350,000,000.00**; or
 - (3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection **52.216-21** of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from

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another source.

(End of clause)

I-5 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **Dec 31, 2032**.

(End of clause)

I-6 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (FAR 52.216-32) (SEP 2019)

- (a) In accordance with [41 U.S.C. 4106\(g\)](#), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Chief, Procurement and Policy Branch
Alfort Belin – Alfort.belin@usda.gov
707-562-9107

- (b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).
- (c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the CO for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

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(End of clause)

I-7 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (AGAR 452.216-73) (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, when needed, the Government shall place orders totaling a minimum of \$10,000.00 but not in excess of \$7,200,000,000.00.

I-8 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within **30** days of contract expiration; 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 total duration of this contract, including the exercise of any options under this clause, shall not exceed **10 years**.

I-9 AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-17) (AUG 2018)

- (a) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (b) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

I-10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
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Aircraft Pilot, GS-11	\$49.74
Aircraft Second-In-Command, GS-11	\$49.74
Aircraft Flight Engineer, GS-11	\$49.74
Aircraft Mechanic, WG-12	\$45.22
Aircraft Mechanic, Junior, WG-10	\$41.03
Aircraft Mechanic, Helper, WG-5	\$28.84
Aircraft Servicer, WG-7	\$34.03
Laborer, WG-2	\$20.97

I-11 PROPERTY AND PERSONAL DAMAGE

- (a) The contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agents or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the contractor and The United States of America.
- (d) The contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.
- (e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.
- (f) The contractor, prior to the commencement of work, shall submit to the CO one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained and will remain in force through the duration of the contract period.

I-12 EMPLOYMENT ELIGIBILITY VERIFICATION (FAR 52.222-54) (OCT 2015)

- (a) Definitions. As used in this clause—
 - (1) "Commercially available off-the-shelf (COTS) item"—
 - a) Means any item of supply that is—
 - i. A commercial item (as defined in paragraph (1) of the definition at 2.101);

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- ii. Sold in substantial quantities in the commercial marketplace;
and
 - iii. Offered to the Government, without modification, in the same
form in which it is sold in the commercial marketplace; and
- b) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.
- (2) “Employee assigned to the contract” means an employee who was hired after
- a) November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—
 - i. Normally performs support work, such as indirect or overhead functions; and
 - ii. Does not perform any substantial duties applicable to the contract.
- (3) “Subcontract”
- a) Means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (4) “Subcontractor”
- a) Means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.
- (5) “United States”
- a) Defined in 8 U.S.C. 1101(a)(38), means the 50 States, District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.
- (b) Enrollment and verification requirements.
- (1) If the contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the contractor shall—

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- a) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - b) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
 - c) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the contractor shall use E-Verify to initiate verification of employment eligibility of:
- a) All new employees.
 - i. Enrolled 90 calendar days or more. The contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees

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assigned to the contract.

- (4) Option to verify employment eligibility of all employees. The contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - a) Enrollment in the E-Verify program; or
 - b) Notification to E-Verify Operations of the contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the contractor will be referred to a suspension or debarment official.
 - b) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the contractor, then the contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the contractor through the E-Verify program.
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that:

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- (1) Is for:
- a) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - b) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

**I-13 ATTACHMENTS TO STATEMENTS OF WORK/SPECIFICATIONS
(AGAR 452.211-73) (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

I-14 INSURANCE COVERAGE (AGAR 452.228-71) (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability.
 - (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
 - (2) The Contractor shall have property damage liability insurance required in the amount of at least \$500,000 per occurrence.
- (c) Automobile Liability. The contractor shall have automobile liability insurance written on a comprehensive form of policy.

The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

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

SECTION J – LIST OF EXHIBITS

J.1 LIST OF EXHIBITS

- EXHIBIT 1 BASIC AIRCRAFT EQUIPMENT AND FIRE EQUIPMENT
- EXHIBIT 2 STRUCTURAL INTEGRITY PROGRAM
- EXHIBIT 3 RESERVED
- EXHIBIT 4 ADDITIONAL TELEMETRY UNIT SYSTEM DESCRIPTION
- EXHIBIT 5 FLIGHT EQUIPMENT
- EXHIBIT 6 FIRST AID KIT AERONAUTICAL
- EXHIBIT 7 SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)
- EXHIBIT 8 AIRCRAFT MARKINGS
- EXHIBIT 9 LOAD SCHEDULE CHART
- EXHIBIT 10 AIRTANKER BASES
- EXHIBIT 11 DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)
- EXHIBIT 12 AIR CARD PROGRAM
- EXHIBIT 13 SYNOPSIS OF AVIATION SAFETY PROGRAM
- EXHIBIT 14 DEFINITIONS AND ABBREVIATIONS
- EXHIBIT 15 DEPARTMENT OF LABOR WAGE DETERMINATION
- EXHIBIT 16 AIRCRAFT RECORDS AND MANUALS
- EXHIBIT 17 AIRCRAFT FLIGHT & MAINTENANCE LOG
- EXHIBIT 18 RESERVED
- EXHIBIT 19 AIRCREW TRAINING FORM
- EXHIBIT 20 CONTRACTOR PERFORMANCE EVALUATION
- EXHIBIT 21 RETARDANT TANK REQUIREMENTS
- EXHIBIT 22 WEIGHT AND BALANCE FORMS
- EXHIBIT 23 OFFERED AIRCRAFT CHARTS (PROPOSAL SUBMITTALS)
- EXHIBIT 24 PUBLIC AIRCRAFT OPERATIONS DECLARATION
- EXHIBIT 25 ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT
- EXHIBIT 26 INFECTIOUS DISEASE MITIGATION PROCEDURES
- EXHIBIT 27 DAILY REPORTING SAMPLE
- EXHIBIT 28 EXCLUSIVE USE (EU) TASK ORDER REQUEST FOR PROPOSAL COMPETITION PROCEDURES
- EXHIBIT 29 CALL WHEN NEEDED (CWN) TASK ORDER REQUEST FOR PROPOSAL COMPETITION PROCEDURES
- EXHIBIT 30 AIRTANKER PILOT QUALIFICATIONS AND APPROVAL RECORD

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EXHIBIT 1 – BASIC AIRCRAFT EQUIPMENT AND FIRE EQUIPMENT

EXHIBIT 1 – BASIC EQUIPMENT AND FIRE EQUIPMENT

Aircraft shall be configured with the equipment required by 14 CFR and approved for make and model furnished. In addition, the following equipment will be required:

- (a) The aircraft shall have one or more independently switched white strobe light(s) mounted on top of the aircraft or otherwise visible from above. A strobe light with a combination white and red lens is acceptable.
- (b) G-meter installed in pilot panel.
- (c) Seat belts and shoulder harnesses shall meet the requirements of 14 CFR Part 25.
- (d) The fire extinguisher shall be mounted in a manner readily available to all flight crewmembers. The fire extinguisher shall comply with the most current National Fire Protection (NFPA) 10 "Standard for Portable Fire Extinguishers". The fire extinguisher shall have a minimum rating of: 5BC.
- (e) First Aid Kit – Aeronautical. (See Exhibit 6)
- (f) Survival Kit – Aeronautical. (See Exhibit 7)
- (g) Cockpit checklist and flight publications to operate Visual Flight Rules and IFR in contiguous 48 states. (See Exhibit 5)
- (h) Operational Load Monitoring (OLM) equipment. (See Exhibit 2)
- (i) Aircraft Markings. (See Exhibit 8)
- (j) Retardant Tank(s) (See Exhibit 21)
- (k) Copy of the awarded contract with all amendments/modifications.

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EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM

EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM

This exhibit defines the Structural Integrity Program (SIP) requirements for airtankers evaluated and awarded under this contract. The contractor shall have an established SIP to manage their aircraft including predicting and preventing catastrophic failure including fatigue separations.

The contractor shall have established a comprehensive SIP. As a minimum, the program will include the following:

(a) General

- (1) The aircraft shall have been FAA Type Certificated in the Standard or Restricted Category under 14 CFR Part 25 at Amendment level 25-45 or later or has met the requirements of Amendment 25-45.
 - a) If Restricted Category, it must be approved for the Special Purpose Operation of Forest and Wildlife Conservation, Aerial Dispensing of Liquids IAW FAA Order 8110.56, paragraphs 3-5, 3-6, and 5-5.
 - b) If Standard Category, it must have an approved STC for the Airtanker Configuration, or the Special Purpose Operation of Forest and Wildlife Conservation, Aerial Dispensing of Liquids.
- (2) The Certification Basis for Surplus Military Restricted Category aircraft certificated under 14 CFR 21.25 must include documentation of an FAA Approved complete aircraft baseline (original certificated usage, civil or military) evaluation for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-45 or later or has met the requirements of Amendment 25-45.
- (3) The Certification Basis for foreign aircraft certificated under 14 CFR Part 21.29 must include documentation of an FAA Approved complete aircraft baseline (original certificated usage) evaluation for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-45 or has met the requirements of Amendment 25-45.
- (4) The aircraft shall have an FAA approved maintenance and inspection program developed and fully implemented for use as an Airtanker and shall be in compliance with that program. Each mandatory component retirement, replacement or overhaul time shall be incorporated and adhered to.
- (5) The contractor's program must include or have incorporated the most recent revision of all recommended and/or required manufacturer programs throughout the contract duration. This includes Structural Inspection Documents (SID), Supplemental Structural Inspection Documents (SSID), Electrical Wiring Interconnection Systems (EWIS) and Fuel Tank System Inspection Program, Corrosion Prevention and Control Programs (CPCP), as applicable. The CPCP program shall be revised to include inspection and corrective action for retardant impingement in the form of leakage, spilling or spray from the tank or vents which allows retardant to accumulate on internal and external airframe structure, EWIS,

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EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM

or any aircraft components.

- (6) All modifications to the aircraft which change the configuration to the firefighting role must have been approved by the OEM or FAA approved by an STC.

(b) Manufacturer Support

The contractor shall obtain OEM or Design Approval Holder (DAH) support for maintenance and engineering of the original aircraft while under contract to the US Forest Service. This shall be through a formal agreement that includes technical data (maintenance manuals, Structural Repair Manuals, Illustrated Parts Breakdowns, Drawings, etc.), continued service information (service letters and bulletins or other OEM continued service information in the OEM's naming construct) and engineering support.

(c) Fatigue and Damage Tolerance Evaluation and Airworthiness Limitations Section for the Airtanker Mission.

- (1) Documentation of an FAA approved complete Airtanker usage evaluation of the aircraft (the whole airframe and tank installation) for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-54 or later. The evaluation shall identify all loads, internal and external, to which the fatigue critical structure (FCS), as defined in 14 CFR 26.41 or principal structural elements (PSE's) will be subjected to in the firefighting mission. The evaluation shall determine the impact of firefighting missions on the baseline structural inspection program for the entire aircraft. Baseline structure means structure that is designed under the original type certificate or amended type certificate for that airplane model and includes surplus military aircraft as originally designed, manufactured, and delivered by the OEM. Documentation of the above evaluation shall include an FAA Form 8110-3 with the "**Statement of Compliance with Federal Aviation Regulations**" Form stating in the "**Purpose of Data**" block that it is for "*the Fatigue and Damage Tolerance evaluations for the aerial dispersion mission usage*" and that in the "**Specific Requirements**" block references 14 CFR 25.571 Amendment 25-54 or later. This can also be accomplished by STC showing the same requirements have been met.
- (2) Airtanker mission loads data from actual usage or an FAA Airtanker Operational Loads Report shall be used in the initial fatigue and damage tolerance evaluation in (c)(1).
- (3) The evaluations above must include substantiation to 14 CFR 25.571 at Amendment 25-54 or later for all structural repairs made to the aircraft since original manufacture.
- (4) The aircraft shall have FAA approved Instructions for Continued Airworthiness (ICAs) that meet 14 CFR 25.1529 at Amendment 25-54 or later for the airtanker mission formulated from the 14 CFR 25.571 evaluations and the aircraft shall be in full compliance with all inspections, inspection compliance intervals and structural component life limits derived from those evaluations.

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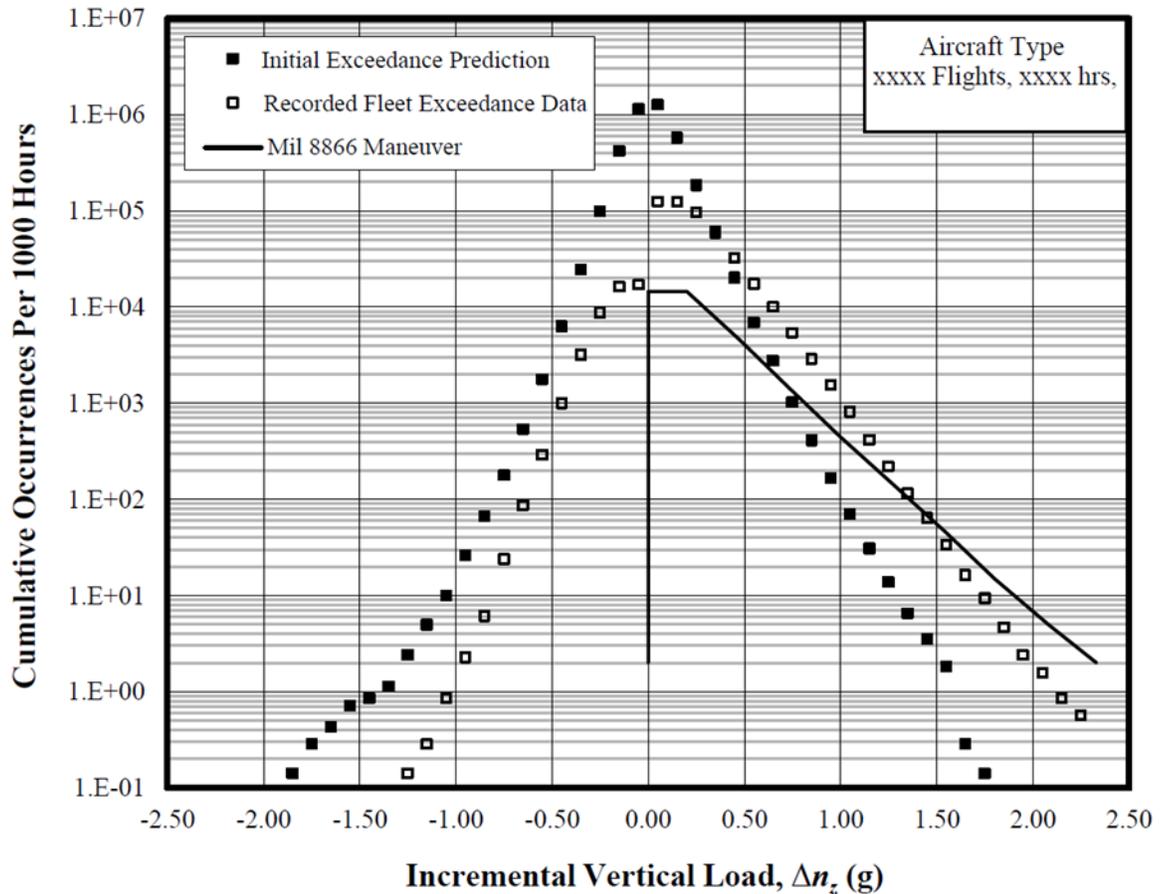
(5) Airworthiness Limitations based on the evaluations resulting from the above will be FAA approved and formally incorporated into the aircraft’s Airworthiness Limitations Section (ALS) of the ICA. (6) Provide a table for each aircraft offered by N number / serial number, in the format below, listing aircraft make and model, current flight time and cycles, LOV or OEM determined service life, all life limited components, all fatigue critical structure / PSE inspections illustrating the firefighting mission impact to the baseline structure. The list is to include new fatigue critical structure / PSE’s resulting from airtanker modifications.

Insert Aircraft Make and Model Here		Current Aircraft		OEM LOV / Service Life		Airtanker Mod LOV	
Offered A/C N number		Flight Hours	Cycles	Hours	Cycles	Hours	Cycles
Offered A/C Serial Number							
Component / Fatigue Critical Structure PN or Name				OEM Life Limited Components / Fatigue Critical Structure		Airtanker Mod Life Limited Components / Fatigue Critical Structure	
				Hours	Cycles	Hours	Cycles
Fatigue Critical Structure / PSE Inspection Name				OEM Fatigue Critical Baseline Structure / PSE Inspections		Airtanker Mod Fatigue Critical Baseline Structure / PSE Inspections	
				Threshold	Repeat Interval	Threshold	Repeat Interval

(6) Aircraft must be maintained in full compliance with the inspections, inspection compliance intervals and structural component life limits of the ICA while under contract.

(7) Provide a plot of cumulative occurrences of incremental vertical load factor exceedance data for gust and maneuver based on collected airtanker mission flight data in the format below. Initial exceedance prediction (gust and maneuver) is the exceedance data used in the preliminary fatigue and damage tolerance analysis. Plot exceedance data with the MIL-A- 8866 maneuver loads for reference. Provide aircraft type, number of flights, and number of flight hours. Exceedance plot to be provided with proposal and every two years.

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- (8) Report damage, failures, or fatigue cracks or separations within 3 calendar days to the government. Repair/replacement procedures for these will be reported to the government once they are developed.

Note: Failure to accomplish items identified in this exhibit will result in termination of this contract.

(d) OLM System and Program:

- (1) The contractor OLM equipment shall meet the following requirements. Criteria for the OLM system are provided below.
- (2) Contractor shall instrument aircraft with a government reviewed and approved OLM system. This system must provide to the government the required and specified parameters in Table 1 and or Table 2 below.
- (3) If the OLM system is inoperable or malfunctioning the aircraft operator shall have the problem corrected within 10 business days. If the problem is not corrected within 10 business days, the aircraft will be made unavailable until the OLMS is operating and properly recording data.

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EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM

(4) Acceleration Data Quality. Note: some OLM systems have exhibited aliased IMU acceleration data, in particular Nz. Operators are required to provide evidence that aliased data is not being sent to the USFS database. In some cases a Silicon Designs analog accelerometer (Model No. 2220-005) has been used to eliminate this issue when sampling Nz.

(5) OLM System Criteria

a) Aircraft shall be instrumented with a functioning operational loads monitoring OLM system capable of characterizing the airtanker missions performed by these aircraft. The following sections detail the minimum required parameters and sample rates for Initial Usage Evaluation or Continuous Monitoring. Contractors shall have one aircraft of each make and model offered that meets Table 1, Initial Airtanker Evaluation, requirements on contract with the USFS. The remaining aircraft of each make and model shall meet Table 2, Continuous Use, requirements. Nz, Nx, Ny accelerations shall be recorded as close to the aircraft Center of Gravity as practicable or correction algorithms shall be validated and applied. OLM systems shall have functional and calibration flights recorded annually.

b) Initial Usage Evaluation OLM System

These are minimum system data requirements for at least one aircraft of each make and model in airtanker operation for data to perform an initial usage evaluation. The instrumentation and equipment utilized must include all mechanical components required to measure the flight parameters as well as strain gages at selected locations on the airframe. The system shall have detailed installation instructions, drawings, and instructions for continued airworthiness (ICA). The ICAs shall also include an installation validation plan for system and scheduled calibration check due annually. The following are minimum required parameters to be recorded at 32 Hz:

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Table 1 Aircraft Evaluation OLM Minimum Channel List

	Channel Description	Number of Channels	Units	Sample Rate (Hz)	Record Rate (Hz)
1	Date and Time in GMT (GPS)	1 Analog	yyyymmdd_GMT	4 Hz	32 Hz
2	Latitude (GPS)	1 Analog	Decimal Degrees	4 Hz	32 Hz
3	Longitude (GPS)	1 Analog	Decimal Degrees	4 Hz	32 Hz
4	Altitude (GPS)	1 Analog	Feet	4 Hz	32 Hz
5	Ground Speed (GPS)	1 Analog	Knots	4 Hz	32 Hz
6	Vertical Speed (GPS)	1 Analog	Feet per Minute	4 Hz	32 Hz
7	Heading (GPS)	1 Analog	Decimal Degrees	4 Hz	32 Hz
8	Vertical Accuracy (VDOP)	1 Analog		4 Hz	32 Hz
9	Horizontal Accuracy (HDOP)	1 Analog		4 Hz	32 Hz
10	Normal Acceleration (NZ)	1 Analog	G Force	32 Hz	32 Hz
11	Longitudinal Acceleration (NX)	1 Analog	G Force	32 Hz	32 Hz
12	Lateral Acceleration (NY)	1 Analog	G Force	32 Hz	32 Hz
13	Pitch	1 Analog	Degrees	32 Hz	32 Hz
14	Pitch Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz
15	Roll	1 Analog	Degrees	32 Hz	32 Hz
16	Roll Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz
17	Yaw Rate	1 Analog	Degrees per Sec.	32 Hz	32 Hz
18	Pitot Pressure	1 Analog	Inches Hg	32 Hz	32 Hz
19	Static Pressure	1 Analog	Inches Hg	32 Hz	32 Hz
20	Outside Air Temperature	1 Analog	Degrees C	32 Hz	32 Hz
21	Altitude (Static Pressure)	1 Analog	Feet	32 Hz	32 Hz
22	Cabin Pressure Differential	1 Analog	PSI	32 Hz	32 Hz
23	Indicated Airspeed (must be derived from Pitot / Static differential)	1 Analog	Knots	32 Hz	32 Hz
24	Equivalent Airspeed	1 Analog	Knots	32 Hz	32 Hz
25	True Airspeed	1 Analog	Knots	32 Hz	32 Hz
26	Avionics On/Off	1 Discrete	Discrete	32 Hz	32 Hz
27	Engine Start (one engine oil pressure)	1 Discrete	Discrete	32 Hz	32 Hz
28	Weight On Wheels	1 Discrete	Discrete	32 Hz	32 Hz
29	Flap Position	1 Analog	Degrees	32 Hz	32 Hz
30	Speed Brake / Spoiler Position	1 Analog	Degrees	32 Hz	32 Hz
31	Fuel Quantity	1 Analog	Lbs.	32 Hz	32 Hz
32	Aircraft Gross Weight	1 Analog	Lbs.	32 Hz	32 Hz
33	Tank Door Actuation(All Doors)	1-8 Discrete	Discrete	32 Hz	32 Hz
34	Retardant Quantity	1 Analog	Lbs.	32 Hz	32 Hz
35	Strain Gauge and or Accelerometer Inputs	26 Analog	Microstrain, G Force	32 Hz	32 Hz

c) Continuous Monitoring OLM Requirements for Additional Aircraft

If a contractor operates multiple aircraft of the same model in the airtanker role, the OLM system and instrumentation requirements may be

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less comprehensive. These are minimum system data requirements for all other aircraft of a particular make and model in airtanker operation for continuous monitoring while in airtanker service. The instrumentation and equipment utilized must include all mechanical components required to measure the flight parameters listed. The system shall have detailed installation instructions, drawings and instructions for continued airworthiness (ICAs). The ICAs shall also include an installation validation plan for system and scheduled calibration check due annually. The following are minimum required parameters to be recorded at 8 Hz:

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Table 2 Continuous Monitoring OLM Minimum Channel List					
	Channel Description	Number of Channels	Units	Sample Rate (Hz)	Record Rate (Hz)
1	Date and Time in GMT (GPS)	1 Analog	yyyymmdd_GMT	4 Hz	8 Hz
2	Latitude (GPS)	1 Analog	Decimal Degrees	4 Hz	8 Hz
3	Longitude (GPS)	1 Analog	Decimal Degrees	4 Hz	8 Hz
4	Altitude (GPS)	1 Analog	Feet	4 Hz	8 Hz
5	Ground Speed (GPS)	1 Analog	Knots	4 Hz	8 Hz
6	Vertical Speed (GPS)	1 Analog	Feet per Minute	4 Hz	8 Hz
7	Heading (GPS)	1 Analog	Decimal Degrees	4 Hz	8 Hz
8	Vertical Accuracy (VDOP)	1 Analog		4 Hz	8 Hz
9	Horizontal Accuracy (HDOP)	1 Analog		4 Hz	8 Hz
10	Normal Acceleration (NZ)	1 Analog	G Force	32 Hz	32 Hz
11	Longitudinal Acceleration (NX)	1 Analog	G Force	32 Hz	32 Hz
12	Lateral Acceleration (NY)	1 Analog	G Force	32 Hz	32 Hz
13	Pitch	1 Analog	Degrees	8 Hz	8 Hz
14	Pitch Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
15	Roll	1 Analog	Degrees	8 Hz	8 Hz
16	Roll Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
17	Yaw Rate	1 Analog	Degrees per Sec.	8 Hz	8 Hz
18	Pitot Pressure	1 Analog	Inches Hg	8 Hz	8 Hz
19	Static Pressure	1 Analog	Inches Hg	8 Hz	8 Hz
20	Outside Air Temperature	1 Analog	Degrees C	8 Hz	8 Hz
21	Altitude (Static Pressure)	1 Analog	Feet	8 Hz	8 Hz
22	Cabin Pressure Differential	1 Analog	PSI	8 Hz	8 Hz
23	Indicated Airspeed (must be derived from Pitot / Static differential)	1 Analog	Knots	8 Hz	8 Hz
24	Equivalent Airspeed	1 Analog	Knots	8 Hz	8 Hz
25	True Airspeed	1 Analog	Knots	8 Hz	8 Hz
26	Avionics On/Off	1 Discrete	Discrete	8 Hz	8 Hz
27	Engine Start (one engine oil pressure)	1 Discrete	Discrete	8 Hz	8 Hz
28	Weight On Wheels	1 Discrete	Discrete	8 Hz	8 Hz
29	Flap Position	1 Analog	Degrees	8 Hz	8 Hz
30	Speed Brake / Spoiler Position	1 Analog	Degrees	8 Hz	8 Hz
31	Fuel Quantity	1 Analog	Lbs.	8 Hz	8 Hz
32	Aircraft Gross Weight	1 Analog	Lbs.	8 Hz	8 Hz
33	Tank Door Actuation(All Doors)	1-8 Discrete	Discrete	8 Hz	8 Hz
34	Retardant Quantity	1 Analog	Lbs.	8 Hz	8 Hz

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EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM

(6) Data Acquisition and Transmittal Requirements

- a) The flight data recorder utilized for the data acquisition must be capable of recording all of the flight parameters as well as the strain gauges, when applicable. Recorded data is not required to come from a single recorder provided that all the requirements for Table 1 or 2 are fulfilled. If two separate data recorder sources are used, the contractor is required to have a common channel among the two systems to synchronize the two datasets and combine them into one file. Recorders shall be capable of recording flight data for up to 100 flight hours without replacing the data capture media. Recorded data shall be compatible with Forest Service Data Library software solution.
- b) The recorded OLM data shall be in “.cdf” file format. All values in the data files shall be in engineering units. The data files shall include column header descriptions (including engineering units for the values in each column). Acceleration data shall be described as either incremental or total. Each flight shall be recorded as a separate file and all files shall be submitted to the Forest Service Airworthiness Branch every 14 days while on contract.

(7) The contractor’s OLM program document shall:

- a) Identify the OLM system installation, calibration process, and frequency of recalibration.
- b) OLM system shall be properly installed using OEM recommended installation procedures.
- c) Identify the location of the recording device of the OLM system. The system does not need to be crash survivable; however, the contractor shall consider the most crash survivable location within the aircraft with regard to fire and damage from a crash for the recording unit.
- d) Identify the parts or measured parameters that are required to be operational for each flight.
- e) Contain procedures to ensure the OLM system is fully functional for each flight, including all measured parameters.
- f) Identify the specific parameters, such as strain gauges and accelerometer inputs, selected for recording with rationale for their selection.
- g) Identify the location, purpose, and use of the parameters selected. Parameters identified as being required for developing revised Instructions for Continued Airworthiness (ICA’s) shall be so identified and be given greater description as to their use.
- h) Provided an explanation of the analysis of the data obtained from the aircraft OLM system.

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- i) Contain procedures for the integration of the analyzed aircraft operational load data into the contractor's SIP.
 - j) Define and provide a detailed explanation of what an exceedance would be for each of the recorded parameters.
 - k) Thoroughly explain the contractor's definition of a structural exceedance. Structural exceedances may be single or multiple parameter exceedances.
 - l) Contain inspection, repair, and/or other maintenance action guidance/procedures to perform (i.e., inspect, repair, or other maintenance action) when a structural exceedance occurs.
 - m) Contain procedures for notification (timeliness and method (within three days of discover)) to the Government for all defined exceedances and the planned actions and timeline to complete them.
 - n) Contain procedures for retrieval of the aircraft OLM data, analysis of the data, process for defining/deciding on and implementation of a maintenance actions,
- (e) Revisions to the Instructions for Structural Integrity to meet the airtanker mission as necessary.
- (1) With reference to airtanker usage and data from the OLM, the contractor shall, every two years compile airtanker usage data, analyze the measured spectrum to the estimated spectrum used in (c)(1) above, perform a comparative analysis; and if merited repeat the initial (c)(1) airtanker analyses using the updated spectrum, then prepare, and submit revised ICA's to the FAA for approval.
 - (2) Revised ICA's shall be submitted to the FAA for approval based on the operation of the aircraft as an airtanker. In seeking revised ICA's, the contractor shall use the data obtained in succeeding years from the OLM system and update ICA's as necessary throughout the contract period. Copies of the complete package submitted to the FAA shall be sent concurrently to the CO.

SECTION J
EXHIBIT 2 – STRUCTURAL INTEGRITY PROGRAM

Reference / Publications

The following references / publications may be used to guide the contractor in establishing a SIP.

1. [NTSB Safety Recommendations A-04-29, 30 and 31, 23 April 2004](#)
2. FAA Structural Management and Inspection Criteria for use on Large Airtankers for USDA & DOI, 28 May 2004.
3. [Blue Ribbon Panel: Federal Aerial Firefighting: Assessing Safety and Effectiveness, December 2002](#)
4. [14 CFR, Code of Federal Regulations Aeronautics and Space](#)
5. [FAA Order 8110.56B Restricted Category Type Certification](#)
6. DOT/FAA/AR-11/7, Usage and Maneuver Loads Monitoring of Heavy Air Tankers, March 2011
7. Mil-A-8866, Military Specification, Airplane Strength and Rigidity, Reliability Requirements, Repeated Loads and Fatigue, 18 May 1960.
8. [AC 91- 56B Continuing Structural Integrity Program for Large Transport Category Airplanes, 2008](#)
9. [AC 91- 82A - Fatigue Management Programs for In-Service Issues, 2011](#)
10. [AC 25.571-1D, Damage Tolerance and Fatigue Evaluation of Structure, 2011](#)
11. [AC 120-93 Damage Tolerance Inspections for Repairs and Alterations, 2007](#)
12. For information on CDF file format view documentation at <http://cdf.gsfc.nasa.gov/html/FAQ.html>.

SECTION J
EXHIBIT 3 – RESERVED

EXHIBIT 3 – RESERVED

**SECTION J
 EXHIBIT 4 – ADDITIONAL TELEMTRY UNIT SYSTEM DESCRIPTION**

EXHIBIT 4 – ADDITIONAL TELEMTRY UNIT (ATU) SYSTEM DESCRIPTION

1. Clearly describe the ATU system installed on the offered aircraft:
2. Hardware configuration:

	Manufacturer/Company	Model Number
AFF Hardware		
AFF Service Provider		
ATU Hardware		
ATU Service Provider		
Tank/ Bucket Provider		
Drop Controller		
Load Cell (if applicable)		

3. What parameter logic determines the following?
 - (a) Tank Fill:
 - (b) Gate or Door Open:
 - (c) Gate or Door Close:
 - (d) Volume Dropped:
4. ATU Service Provider Website:

SECTION J
EXHIBIT 5 – FLIGHT EQUIPMENT

EXHIBIT 5 – FLIGHT EQUIPMENT

- (a) The PIC shall ensure that the following flight equipment is current, operable, and accessible at the pilot station for each flight during the contract period:

Flashlight having at least two size “D” cells, or equivalent that is in good working order (14 CFR 91.503(a) (1))	
Cockpit checklist shall contain as a minimum the following procedures:	
1. Before Starting engines	6. After Landing
2. Before Takeoff	7. Stopping Engines
3. Climb/Cruise	8. Emergencies
4. Before Drop	9. After Drop
5. Before Landing	

- (b) Appropriate current aeronautical charts covering the area of operation, including reroute, terminal and approach. The minimum required to begin work under the contract is VFR and IFR coverage in the contiguous 48 states. The contractor shall be responsible for providing navigation publications. FAA approved “electronic” flight bags meet this requirement.
- (c) Load Schedule Charts (LSC) to verify the performance required based on Normal Operating Weight as defined in Section B. The LSCs shall reflect the effects of altitude, temperature, wind components, runway length, and runway gradient at all Airtanker Bases. (See Section J (Load Chart), Exhibit 9)
- (d) Contractor shall furnish with each aircraft a quick reference LSC based on approved or demonstrated capabilities reflecting the effects of altitude, temperature, wind component, runway length, and runway gradient for all Airtanker Bases. (reference NWCG Airtanker Base Directory)
- (e) Computation of density altitude shall be made from Standard Fahrenheit temperature for the field elevation up to and including plus 30 degrees Fahrenheit at all Airtanker Bases.

**SECTION J
 EXHIBIT 6 – FIRST AID KIT AERONAUTICAL**

EXHIBIT 6 – FIRST AID KIT AERONAUTICAL

Item Description	Passenger Seats 0 - 9	Passenger Seats 10 - 50
Adhesive bandage compresses (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, (4 inches)	4	4
Triangular bandage compresses, 40 inch (sling)	2	4
Roller bandage, 4 inch x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body Fluids Barrier Kit:	1	1
2-pair of latex gloves		
1-face shield		
1-mouth-to-mouth barrier		
1-protective gown		
2-antiseptic towelettes		
1-biohazard disposal bag		

Notes:

1. Splints are recommended if space permits.
2. Kits must be in a dust-proof and moisture-proof container.
3. Kits must be readily accessible to the pilot(s) and crewmembers.
4. Kits may be commercially available types, similar in content, which are FAA approved for the appropriate number of pilots and crewmembers carried.

**SECTION J
 EXHIBIT 7 - SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)**

EXHIBIT 7 – SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)

LOWER 48

The contents shall include the following minimum items:

Item	Item
Knife	Signal Mirror
Signal Flares (6-each)	Matches (2-small boxes in waterproof containers)
Food (2-days emergency rations per occupant) (minimum of 1,000 calories per occupant per day)	Water (1-quart per occupant) (not required when operating over areas with adequate drinking water)
Space Blanket (1-per occupant)	Candles
Collapsible Water Bag	Whistle
Magnesium Fire Starter	Nylon Rope or Parachute Cord (50-feet)

Note: Location of survival gear on the aircraft must be addressed in the crewmember briefing prior to takeoff.

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

Item	Item
Container w/carrying Handle or Straps	Individual First Aid Kit
Large Plastic Bags	Signal Panels
Flashlight with Spare Batteries	Hand Saw or Wire Saw
Collapsible Shovel	Sleeping Bag (1-per two occupants)
Survival Manual (Arctic/Desert)	Snowshoes
Insect Repellant	Axe or Hatchet
Insect Head net (1-per occupant)	Gill Net/Assorted Fishing Tackle
Personal ELT	Sunscreen

Note: The hand-held 720 or 760 channel VHF transceiver radio is recommended. It should be attached, or immediately accessible, to a crewmember rather than placed in the aircraft survival kit.

SECTION J
EXHIBIT 7 - SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)

ALASKA

The minimum equipment to be carried during the summer months
Food for each occupant sufficient to sustain life for one week
One axe or hatchet and one knife.
One small gill net and an assortment of tackle such as hooks, flies, lines, sinkers, etc.
Two small boxes/containers of matches (waterproof)
Mosquito repellent.
One mosquito head net for each occupant
One space blanket for each occupant
Signal equipment: (1) flares (six each) and (2) Signal mirror
50' nylon cord.
Candles (5 each).
In addition to the above, the following items shall be carried from October 15 to April 1 of each year:
One pair of snowshoes.
One sleeping bag per two occupants.

SECTION J
EXHIBIT 8 – AIRCRAFT MARKINGS

EXHIBIT 8 – AIRCRAFT MARKINGS

- (a) The Interagency Airtanker Board (IAB) assigned airtanker identification number shall be painted on a vertical surface. The number shall be a minimum of two feet high, seventeen inches wide and with a 5-inch brush stroke. The number shall not interfere with the aircraft's registration "N" number.
- (b) The aircraft shall be painted with high visibility paint, which contrasts with the primary paint color scheme. High visibility paint shall be applied to the minimum areas as outlined below:
- (1) Nine square feet from the outboard tips inboard on the upper and lower surface of the wings
 - (2) Six square feet from the outboard tips inboard on the upper and lower horizontal stabilizer surface
 - (3) Six square feet from upper portion downward on both sides of the vertical surface of the rudder assembly or aircraft structure immediately adjacent to the tail assembly
 - (4) Contrasting paint(s) shall be applied to the camber side of the propeller blade tips. At a minimum, the area from the tip to approximately six inches inboard on each blade shall be contrasting.
- (c) All liquid filler openings shall be marked near each opening with the identity of the fluid, the octane rating or grade, if applicable, and the amount in U.S. quarts or gallons.
- (d) Contract retardant loading information specific to the aircraft and tank system offered shall be placarded on the outside of the aircraft. The location shall be readily visible to the loading crews near the filler ports. Placard lettering shall be no smaller than 5/8th inch, contrast in color to aircraft paint, have a border and be titled loading information. 9 Lbs./Gallon shall be used for calculations. The following list contains placard required information:
- Retardant weight and volume for a full tank at the quantity meeting Exhibit 21 requirements.
 - Retardant weight and volume for 90% of the full tank quantity meeting Exhibit 21 requirements.
 - Retardant weight and volume for 80% of the full tank quantity meeting Exhibit 21 requirements.
 - Maximum fill Rate in Gallons Per Minute (GPM).
 - Other limitations if applicable.

A second caution placard shall be readily visible to the loading crews near the filler ports. Placard lettering shall be no smaller than 5/8th inch, contrast in color to aircraft paint, have a border, and be titled CAUTION. Placard shall contain the following statements, and other cautions as applicable.

SECTION J
EXHIBIT 8 – AIRCRAFT MARKINGS

- Request loading information from flight crew prior to loading.
- Flight Crew determines the weight and volume for each load.
- Do not load above full.

Example of required placards for a 3,000-gallon system.

LOADING INFORMATION		
Full	27,000 LBS.	3,000 GAL.
90%	24,300 LBS.	2,700 GAL.
80%	21,600 LBS.	2,400 GAL.
MAXIMUM FILL RATE		500
GPM		

<p>CAUTION REQUEST LOADING INFORMATION FROM FLIGHT CREW PRIOR TO LOADING FLIGHT CREW DETERMINES THE WEIGHT AND VOLUME FOR EACH LOAD DO NOT LOAD ABOVE FULL</p>

- (e) Each loading level of the retardant tank shall be marked with the number of gallons capacity and the weight of retardant at that level based on 9.0 pounds per gallon.
- (f) Official Government logos such as the USFS shield and or reference to Official U.S. Government Fire Fighting Vehicle will not be permitted on contractor equipment (vehicles or aircraft).

**SECTION J
 EXHIBIT 9 – LOAD CHART**

EXHIBIT 9 – LOAD CHART

Tanker #:	
Aircraft Make/Model Payload MTOW	
Airtanker Base:	
Elevation:	

**ALLOWABLE TAKE OFF PAYLOAD BASE
 BALANCED CRITICAL FIELD LENGTH**

Runway _____							
ALLOWABLE TAKEOFF PAYLOAD BASE TEMPERATURE at 85°F, 90°F, and 95° F							
Field Elevation							
	1000	2000	3000	4000	5000	6000	7000
Field Length	+85-3050 +90-2100 +95-unable						
6000							
6500							
7000							
7500							
8000							
8500							
9000							

Solve for Each Viable Runway with Gallons of Retardant

SECTION J
EXHIBIT 10 – AIRTANKER BASES

EXHIBIT 10 – AIRTANKER BASES

ALASKA AREA

Delta Junction, Alaska	BIG
Fort Wainwright (Fairbanks), Alaska	FBK
Kenai, Alaska	ENA
McGrath, Alaska	MCG
Palmer, Alaska	PAQ
Tanacross, (Tok), Alaska	TSG

CALIFORNIA AREA

Chester, California	O05
Chico, California	CIC
Fresno, California	FAT
Lancaster (Fox Field), California	WJF
McClellan, California	MCC
Paso Robles, California	PRB
Porterville, California	PTV
Ramona, California	RNM
Redding, California	RDD
San Bernardino, California	SBD
Santa Maria, California	SMX
Santa Rosa, California (Sonoma)	STS

EASTERN AREA

Bemidji, Minnesota	BJI
Brainerd, Minnesota	BRD
Ely, Minnesota	ELO
Hibbing, Minnesota	HIB

GREAT BASIN AREA

Battle Mountain, Nevada	BAM
Boise, Idaho	BOI
Cedar City, Utah	CDC
Hill AFB, Utah	HIF
McCall, Idaho	MYL
Pocatello, Idaho	PIH
Reno (Stead), Nevada	RTS
Twin Falls, Idaho	TWF

NORTHERN AREA

Billings, Montana	BIL
Coeur d'Alene, Idaho	COE
Helena, Montana	HLN
Missoula, Montana	MSO

NORTHWEST AREA

Klamath Falls, Oregon (Kingsley Field)	LMT
La Grande, Oregon	LGD
Medford, Oregon	MFR
Moses Lake, Washington	MWH
Redmond, Oregon	RDM

ROCKY MOUNTAIN AREA

Colorado Springs, Colorado	COS
Durango, Colorado	DRO
Grand Junction, Colorado	GJT
Jeffco (Denver), Colorado	BJC
Rapid City, South Dakota	RAP

SOUTHERN AREA

Chattanooga, Tennessee	CHA
Kinston, North Carolina	ISO
Lake City, Florida	LCQ

SOUTHWEST AREA

Alamogordo, New Mexico	ALM
Albuquerque, New Mexico	ABQ
Fort Huachuca, Arizona (Libby AAF)	FHU
Phoenix – Mesa Gateway, Arizona	IWA
Prescott, Arizona	PRC
Roswell, New Mexico (Industrial)	ROW
Silver City, New Mexico (Grant County)	SVC
Winslow, Arizona	INW

**SECTION J
 EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)**

EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)

(a) General

Performance under this contract requires that the Contractor use military airfields within the State of Alaska as either reporting or alternate base. As a condition of this use, the contractor must comply with the following requirements imposed by the Department of Defense (DOD). The following forms must be completed and submitted to the CO:

- (1) Civil Aircraft Landing Permit, DD Form 2401
- (2) Civil Aircraft Certificate of Insurance, DD Form 2400
- (3) Civil Aircraft Hold Harmless Agreement, DD Form 2402

(b) Civil Aircraft Landing Permit, DD Form 2401, and Civil Aircraft Hold Harmless Agreement, DD Form 2402.

The contractor must submit these forms within ten calendar days after receipt of contract award, to the CO.

(c) Civil Aircraft Certificate of Insurance, DD Form 2400

Contractor shall be required to submit a DD Form 2400, Civil Aircraft Certificate of Insurance within ten calendar days after receipt of contract award or the award of a subsequent option period. The minimum limits required to be carried during the performance of this contract are specified below.

(d) Insurance Requirements

Minimum aircraft liability coverage requirements for privately owned business or commercial aircraft (including passengers)

Army Regulation 95-2					
Rule No.	If the Mgtow Is	Then For	The Minimum For Bodily Injury Is	The Minimum For Property Damage Is	The Minimum Liability For Passengers Is
1	≤ 12,500 Pounds	Each Person Each Accident	\$100,000 \$200,000	\$100,000	\$100,000 \$100,000 x 75% x Number of Passenger Seats
2	>12,500 Pounds	Each Person Each Accident	\$100,000 \$1,000,000	\$1,000,000	\$100,000 \$100,000 x 75% x Number of Passenger Seats

SECTION J
EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)

(e) Conduct and Regulations

- (1) The contractor and its employees are expected to adhere to the rules of conduct and regulations prescribed by the military installation Commander applicable to civilians entering or doing business with the Government on military installations. The contractor and its employees shall be required to maintain automobile insurance on company and personal owned vehicles that are used on the military installation.
- (2) The minimum vehicle insurance levels are those prescribed by the State of Alaska. A certificate of insurance is required for entry to Fort Wainwright. Vehicle operators shall be prepared to show proof of insurance upon request of the military or BLM personnel.
- (3) Contractor shall submit the vehicle identification number (VIN) for all restricted Bureau of Land Management retardant ramp site vehicles to the CO 10 days prior to award or when such vehicles are presented to the site. The Government will reserve the right to require insurance on the restricted ramp site vehicles.
- (4) The Government will issue Fort Wainwright base vehicle passes. Passes are available at the Fort Wainwright front gate, Army Vehicle Registration Office. A driver's license, current registration, and auto insurance must be presented to the Provost Marshal's Office to obtain the pass.

(f) Government Identification Cards

- (1) Contractor employees who are assigned to operate in and out of Fort Wainwright, Alaska, may be issued a U.S. Government Identification Card. The Bureau of Land Management, Alaska Fire Service, will issue the card. The card will be clearly marked as "Contractor Employee" and include the name of the contractor they are employed by. This Identification Card is the property of the U.S. Government.
- (2) Identification cards shall be returned to the COR upon request. Cards shall also be returned to the COR upon the employee's release either at the end of each exclusive use period or upon permanent dispatch to an alternate base.
- (3) The Government may withhold payment to the contractor until such time as all cards have been turned in.
- (4) Contractor Employee Background Investigation. Contract employees who are assigned to operate in and out of Fort Wainwright, Alaska, may be subject to a background investigation by the Government. This background investigation shall be at the expense of the Government. At the request of the CO, the contractor shall submit information on each employee to facilitate this investigation. Failure to provide such information or upon receipt of an unsatisfactory background check, the employee shall be denied access to Fort Wainwright or other Federal installations. The contractor agrees to replace employees who refuse to provide information, or those who, in the Government's opinion, result in an unsatisfactory background check.

SECTION J
EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)

(g) Weapons

All weapons in the aircraft survival kit shall be registered with the Fort Wainwright Provost Marshal.

(h) Space (Fort Wainwright)

- (1) The Government will assign the contractor a limited amount of space on or adjacent to the aircraft/fire suppressant material ramp for supporting its aircraft. The space is limited and will be apportioned based upon the number of aircraft furnished by the contractor, as well as the total space available for this purpose. Only serviceable spare parts and support equipment will be permitted to be stored in this area. The contractor will be required to keep their designated area clean and orderly. All items must be properly stored and/or disposed. The use of this space is limited to the direct support of the contract aircraft. No other use is permitted.
- (2) The contractor shall be required to comply with all State, Federal and local Environmental Protection (EPA) laws and regulations as well as those prescribed by the military installation Commander in the handling, storage, transportation, utilization and disposal of hazardous materials and waste such as oil solvents, etc. At the time of space assignment, the contractor shall designate an individual responsible for hazardous waste management.
- (3) Occupancy of the space shall be limited to a period not to exceed 5 calendar days prior to and after the exclusive use period stated in the schedule or as established in the Notice to Proceed. Storage of a limited number of items outside this time period (i.e., winter period between contract options) shall only be permitted with the written permission of the Airtanker Base Manager. In the event that the Government does not exercise an option to renew, all items must be removed within 5 calendar days' notice, or as otherwise agreed upon. At the end of the contract term, including all options, all contractor equipment, supplies, automobiles, and aircraft must be removed within 5 calendar days after the end of the exclusive use period.
- (4) All usage of the assigned area is subject to the approval of the Airtanker Base Manager.
- (5) The Government assumes no responsibility/liability for loss of or damage to the contractor's equipment stored at the site.

(i) Government-Furnished Fuel

The contractor shall use Government furnished fuel throughout performance unless directed otherwise by the CO.

The contractor shall record each issue of fuel/oil servicing as directed by the Government and shall verify the fuel/oil issued by signing a line entry on the OAS-59, Fuel and Oil Issue record.

SECTION J
EXHIBIT 11 – DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)

(j) Fuel Servicing

- (1) The Government will furnish, transport, and store all aircraft fuel. The contractor shall use Government-furnished fuel throughout performance unless directed otherwise by the CO or their authorized representative.
- (2) Grades of Government-furnished fuel vary from location to location and the contractor shall use the grade available. Jet Fuel in one of the following grades will be available at each location:

JET FUEL

Jet A
Jet A-50
JP 4
JP-8

- (3) All other fluids shall be furnished and transported by the contractor.

SECTION J
EXHIBIT 12 - US GOVERNMENT AIR CARD FUEL PROGRAM

EXHIBIT 12 – US GOVERNMENT AIR CARD FUEL PROGRAM

NOTE: The Hourly Flight Rate for aircraft under the AIR Card program will be adjusted to reflect a dry rate.

DLA policy requires that Air Cards are in the possession of and submitted for services payment by a federal employee. Agency aircrews are allowed to carry AIR Cards on board an aircraft and submit the card for payment fuel or services payment.

Contract or international aircrews are not allowed to carry AIR Cards on board an aircraft and cannot submit the card for payment fuel or services payment. To support aviation fuel purchase in aircraft staffed by contract or international pilots, agency employees are designated as AIR Card Coordinators. The coordinators are trained and authorized to standards established by DLA and serve as primary point of contact for AIR Card fuel related issues to the AO, Dispatch, Airtanker Base Manager, aircrew, and fuel vendors

- (a) The AIR Card is the sole property of the US Government and all terms and conditions for use are set by the Defense Logistics Agency (DLA) under their "In-to-Plane" fuel contract program.
- (b) The FS has established accounts with DLA to utilize fuel under this contract for use in Large Airtankers while under exclusive contract to the FS. This includes all revenue flights under the large airtanker services contract. The AIR Card shall NOT be used for fuel purchased for non-revenue flights. The aircraft will normally be fueled to the level prior to the start of the non-revenue flight using the contractor's method of payment.
- (c) If necessary, the average burn rate for the aircraft type shall be used along with the flight duration and average cost for fuel to determine a reduction in contract payment.
- (d) Contractors shall have and maintain a second way to pay for fuel (company credit card, purchase order, etc.) when the AIR Card is either not appropriate for use or not accepted by the fuel provider. Not all airtanker base locations accept the AIR Card.
- (e) Items other than fuel will be purchased using the contractor's means of payment.
- (f) Contractors shall not accept gratuities or other gifts from fuel suppliers.
- (g) Airtankers will begin with an established amount of fuel documented in the Incident Business System (IBS). Upon return to the home base at the end of the MAP, the difference shall be paid in IBS as a credit or a charge depending on that difference.
- (h) All fuel quantities (gallons) purchases shall be documented in IBS in the remarks section for the day on which it was purchased.

SECTION J
EXHIBIT 12 - US GOVERNMENT AIR CARD FUEL PROGRAM

- (i) In order to mitigate flight operations disruption, fuel purchase coordination should be made in advance of aircraft arrival at an airfield or as soon as practicable. Air Card Coordinator's duties include:
- (1) Serves as primary point of contact for AIR Card fuel related issues to Accountable Officials (USFS), Dispatch, Airtanker Base Manager, Airtanker Crew, and Fuel Vendors.
 - (2) Receives information on current or planned location of airtanker(s) from contract aircrews.
 - (3) Contacts FBO at the current or planned airfield to coordinate use for the AIR Card.
 - (4) Maintains documentation / log of resource orders, FBO contact, airtankers serviced, and fuel receipts.
 - (5) Ensures fuel receipts are submitted to the National Air Card Coordinator.
 - (6) Monitors AFF for changes in aircraft destination due to a fire divert, weather or mechanical malfunction.
- (j) A central number has been established for contact with the on-duty coordinator **(208) 387-5955**. The Air Card Coordinators work in a virtual capacity from their home duty stations, not Boise. The coordinator position is staffed 7 days a week and available throughout hours of airtanker operations to include extended standby. Coverage for day off staffing or high activity may be shared with an alternate coordinator.

Fuel receipts can be emailed to the National Air Card Coordinator, Anne Johnson.

AO: Anne Johnson

(559) 563-1916

SM.FS.dla-aircard@usda.gov

SECTION J
EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM

EXHIBIT 13 – SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

The US Forest Service aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. This exhibit seeks to identify effective and safe aviation operations of an Offeror that include implemented policies and practices that support the Offeror's SMS. These components should be fully integrated into the daily activities of an Offeror. A complete response is required to accurately assess the Offeror's level of implementation and effectiveness and Contractor's will be held to these standards during contract performance.

Safety Management System (SMS) Components

The US Forest Service uses a SMS approach to aviation operations which includes safety management policy, safety risk management, safety assurance and safety promotion. The Offeror must provide sufficient evidence of implementation for each SMS element listed (below). **Include both evidence of implemented SMS program/policies and records that indicate the SMS is actively functioning "i.e. recently completed FRATs, audit findings including action items, hazard reports, etc."** Proposals are evaluated based on the evidence provided and the results that were achieved from the SMS activities that were performed. Responses shall include the exhibit reference number. Blank forms do not suffice as evidence of policy or records of practice.

Companies of different sizes and complexities may approach a SMS in a variety of ways. As such there may be many significant differences among various operators. Each Offeror should address each of the Safety Policies and Objectives below by providing evidence showing how they define and address the key safety objectives.

Example: For reference number 1, "Provide Evidence that there is an appointed safety manager that is responsible for the effective administration of the SMS" a submission could include a copy of the Offeror's policy appointing a safety manager and defined duties for the administration of the SMS, a letter or record showing the individual appointed.

Example: For reference number 2 "Provide evidence that the Offeror clearly defines key duties, authorities and accountabilities" a submission could include Offeror policies identifying the key duties, authorities and accountabilities of key Offeror positions and copies of letters or records assigning individuals in those duties.

The Federal Aviation Administration (FAA) AC120-92B along with the International Standard for Business Aircraft Operations (IS-BAO) can provide expanded explanations and examples of the standards (below).

SECTION J
EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM

Reference Number	FAA Component Number	IS-BAO Element	Requirements
Key Safety Personnel and Commitment			
1	1.3	3.1.3	Provide Evidence that there is an appointed (named) safety manager that is responsible for the effective administration of the SMS.
2	1	3.2.1	Provide evidence that the Offeror clearly defines key duties, authorities and accountabilities on their SMS functions.
3	1	3.1.1.1.c	Provide evidence of a strong organizational commitment and clear statement about the provision of necessary resources for the SMS.
			Evidence in items 1-3 might consist of duty appointment letters, key safety personnel, duties, position descriptions, organizational structures, and policy that demonstrates that the accountable executive has identified or appointed the structure and key safety personnel and that they are actively involved in the SMS program.
Offeror Operations Manual			
4	1	6.1.1	Provide evidence that Operations Manual contains a flight operations policy and aircraft maintenance policy.
5	1	6.2.1	Provide evidence of a distribution process that ensures the current version of the Operations Manual is available to appropriate personnel in all areas of operation.
6	1	6.1.1	Provide evidence that the Operations Manual is approved by the appointed accountable executive.
7	1	6.2.1	Provide evidence that the Operations Manual is amended or revised as necessary to ensure that the information contained is current.
			Evidence in this section might include documented Operations Manual(s), revision and/or approval pages, SOPs, and procedures that describe how flight crews and maintenance personnel conduct flight and maintenance activities meet organizational expectations and objectives. Operations Manual contains internal instructions to employees and should not be confused with Operations Specifications (Ops Spec) as approved by the FAA.
Emergency Response Plan			
8	1.4	4.1.1	Provide evidence that the Offeror has an established emergency response plan to respond to an accident or emergency.
9	1.4	4.3.1	Provide evidence that the Offeror has provided duties and training for those who have a role in the emergency response plan.
10	1.4	4.3.3	Provide evidence that the emergency response plan is exercised at a minimum of annually to evaluate effectiveness and that results are recorded.

SECTION J
EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM

Reference Number	FAA Component Number	IS-BAO Element	Requirements
			Evidence in this section might consist of documented and implemented plan that the Offeror will follow in the event of an accident, incident or operational emergency to mitigate the effects, of these events. Provide training records on the plan, how it was exercised, and updated it based on recorded results of using or exercising the plan.
Safety Risk Management			
11	2	3.2.1.1	3.2.1.1 - Provide evidence that the Offeror developed and maintains a formal process to identify and track hazards including risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations).
		3.2.2.1	3.2.2.1 - Has the Offer developed and maintained a formal process that ensures analysis, assessment and control of the safety risks associated with identified records.
12	2	3.2.1.1	Provide evidence that the Offeror has a hazard/threat reporting program.
13	2	3.2.1.1	Provide evidence that the Offeror has a policy to daily conduct operational risk assessment and or use a flight risk assessment tool, customized and appropriate for their operation.
14	2	3.1.2.1	Provide evidence that there is a process to mitigate high scoring risk assessments or obtain and record approval of the Offeror’s management when it exceeds a predetermined level.
			Evidence in this section will demonstrate the developed processes to understand the critical characteristics of the Offeror systems and operational environment and apply this knowledge to identify hazards, analyze and assess risk, and design risk controls. Process should include: System description and task analysis, Hazard identification, Safety risk analysis, Safety risk assessment, and Safety risk control and mitigation. Mitigation and control processes might include a hazard/threat safety reporting system, a flight risk assessment tool and a documented method to for management to approve risk assessments that reach a predetermined level.
Safety Assurance			
15	3.1	3.3.1.1	Provide evidence that the Offeror has a policy or process to verify safety performance in reference to the Offeror’s performance indicators.
16	3.2	3.3.2	Provide evidence that the Offeror maintains a process to identify risks associated with change to the Offeror’s structure or service (aircraft type, environment, organizational, or mission).
17	3.1.1 and 3.3	3.3.3	Provide evidence that the Offeror has a system or policy to monitor and assess its SMS processes to maintain or continuously improve the overall effectiveness of the SMS.

SECTION J
EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM

Reference Number	FAA Component Number	IS-BAO Element	Requirements
			Evidence in this section will show documented processes that establish benchmarks and safety measurement, identifying risks to organizational changes or new systems and the process of management of change, and how safety risk controls are effective. Examples may include: mishap rates, reporting rates, risk management trends, audit trends and risk mitigations.
Compliance Monitoring			
18	3.1.4	3.5	Provide evidence that the Offeror has established the requirements for audits or assessments at determined intervals to ensure that their implemented SMS components, are being followed in daily operations.
19	3	3.5	Provide evidence of audits and their results.
20	3	3.5	Provide evidence of a policy or process to develop an action plan from the deficiencies identified in the audits.
			Evidence in this section will demonstrate that the organization has a process to perform regularly scheduled audits, internal or externally conducted, that they are documented, and that audit findings are analyzed and included in an action plan.
Safety Promotion			
21	4	3.4	Provide evidence that the Offeror established and maintains a formal means for internal safety communication that promotes the SMS and conveys safety-critical information such as safety bulletins or lessons learned.
22	4	3.4	Provide evidence of lessons learned developed from an incident, accident, or operational issue affecting safety, and shared with the Offeror personnel.
23	N/A	N/A	Provide evidence of a Safety Award system in place and in practice.
			Evidence provided for this section will included a documented process to communicate safety critical outputs of the SMS, rationale behind controls, preventative or corrective actions, and ensure company awareness of the SMS objective to its employees. Items might include lessons learned, impact and safety awards and other programs to provide safety promotion.
Training Programs			
24	4	8.1	Provide evidence that the Offeror has a training program (FAA and internal) that ensures personnel are trained and competent to perform their assigned duties including ground crews and aircrews.
25	4	3.4.1	Provide evidence that there is a documented training plan for initial and recurrent SMS training.
			Evidence in this section will consist of documented process and or controls to ensure employees are trained and competent to perform their assigned duties. Training programs should ensure that each employee is trained on the SMS program and their responsibilities (e.g., a completed training plan).
Aircrew Member Qualifications			
26	1 and 4	8.5	Provide evidence that the Offeror has a program to establish and maintain air crewmember records for required certificates, medical category, required training, and proficiency checks.

SECTION J
EXHIBIT 13 – SYNOPSIS OF AVIATION SAFETY PROGRAM

Reference Number	FAA Component Number	IS-BAO Element	Requirements
			Evidence in this section will show a process to ensure that crewmembers and other personnel are current on their required certificates, medical exams, training, and proficiency checks.
Maintenance Personnel Qualifications			
27	1	15.1	Provide evidence of a process to ensure that the Offeror aircraft maintenance/servicing personal meet all contractual requirements to be a Mechanic.
28	1	15.2.3.1	Provide evidence of a process that ensures maintenance personnel are trained and approved by the Offeror to conduct maintenance on the aircraft offered.
			Evidence in this section will show a process to ensure that mechanics and other maintenance personnel are current on their required FAA certificates, training, and that they are trained to conduct specific maintenance.
Maintenance Control System			
29	1	15.1	Provide evidence that the Offeror has a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted.
30	1	15.1	Provide evidence that the Offeror operations manual includes procedures to obtain and qualify aircraft maintenance services when away from home base to ensure service is performed by qualified personnel while on contract. (This is for functions not authorized under the operator’s CRS)
			Evidence in this section document a process on how the Offeror will conduct maintenance, manage aircraft records, preventative maintenance, deferred maintenance items or discrepancy management, technical dispatch, parts inventory and ordering, material control, tool calibration, maintenance arrangements, and maintenance safety programs.
Accident History and Hours			
31	N/A	N/A	Total number of manned and unmanned flight hours (separately) separating fixed-wing and rotary-wing aircraft regardless of make and model flown by the organization up to/during the past five calendar years (commencing from the solicitation date). For the past five calendar years, list number of accidents determined by the NTSB as defined within 49 CFR 830.2. For any accidents occurring in the last five (5) years provide an accident prevention action plan or evidence of actions taken to prevent future accidents. If the accident was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

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EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS

EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

Administrative Base. The location from which Government provides contract management oversight through the line item COR.

Aerial Supervision Module (ASM). An aircraft that contains both a qualified Air Tactical Pilot (ATP) and Air Tactical Supervisor (ATS) on board as a complete module. This module can perform aerial supervision and is authorized to perform low-level leadplane operations.

Airtanker Types

Airtankers are typed according to their payload capacity:

- Very Large Airtankers (VLAT) – 8,000 gallons or more
- Type 1 – 3,000 to 5,000 gallons. Also known as Large Airtankers
- Type 2 – 1,800 to 2,999 gallons
- Type 3 – 800 to 1,799 gallons
- Type 4 – up to 799 gallons

Alert Status. A status subject to flight and duty limitations, in which the contractor has 1 hour to return to standby if ordered to do so by the CO/COR/ATBM.

Assigned Work Location. The location assigned by the Government from which an ordered flight will originate.

Block to Block Time. Flight time which consists of a clock time duration not to exceed the time the aircraft leaves the "blocks" with the intention of an ordered flight to its return to the blocks following an ordered flight.

Call When Needed. A term used to identify the furnishing of services on an "as needed basis" or "intermittent use" in government procurement contracts. There is no guarantee the Government will place any orders and the contractor is not obligated to accept any orders. However, once the contractor accepts an order, the contractor is obligated to perform in accordance with the terms and conditions stated herein.

Civil Twilight. Begins in the morning and ends in the evening when the center of the sun is geometrically 6° below the horizon. Most often used in Alaska rather than the lower 48 states.

Constant Flow. The established flow rate to produce a specific coverage level. Flow rate remains constant as established by volume divided by time for the middle 80% of the tank volume. The flow rate shall remain constant for the middle 80% of the release

Contractor. An operator being paid by the Government for services.

Crewmember. A person assigned to perform duties in an aircraft during flight time.

Empty Weight. Empty weight is determined using weight and balance data. Subtracting the Empty Weight from the Maximum Gross Weight generally yields the weight available for crew

SECTION J EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS

and optional items, payload, and fuel/fluids. It is determined by actual weighing of the aircraft without fuel/fluids, payload, crew, or optional items.

Federal Aviation Regulations. Rules and regulations contained in Title 14 of the Code of Federal Regulations.

Ferry Flight. Movement of the aircraft under its own power from point-to-point without passenger(s) or payload.

Flight Crew. Those contractor personnel required by the Federal Aviation Administration to operate the aircraft safely while performing under contract to the Government.

Fully Operational. Aircraft, Flight Crewmembers, other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe and effective mission operation of the aircraft both on the ground and in the air.

Gross Weight. The loaded weight of an aircraft Gross weight includes the total weight of the aircraft (Empty Weight), the weight of the fuel and oil, the weight of crew and optional items, and the weight of the entire load it is carrying.

Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate serious potential for substantial damage or injury.

Large Airtanker. An airtanker with a retardant capacity of 3000-5000 gallons equal to 27,000 – 45,000 pounds of payload. Large airtankers are primarily used for initial attack and are initial attack capable without leadplane/ASM supervision.

Leadplane (LP). An aircraft used for leadplane missions flown by a qualified leadplane pilot.

Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

Maximum Dispensable Volume. The maximum volume at 9 lbs per gallon that fully meets the ground pattern performance standard of Exhibit 21.

Maximum Gross Weight. Maximum gross weight is the absolute maximum allowable weight (crew, passengers, fuel, oil, fluids, payload, and special equipment) as established by the manufacturer and approved by the Federal Aviation Administration.

Mission Use. The use of an aircraft that in itself constitutes discharge of official Forest Service responsibilities. Mission flights may be either routine or emergency, and may include such activities as leadplane, smokejumper/Para cargo, and aerial photography, mobilization/demobilization of emergency support resources, reconnaissance, survey, and project support. Mission flights do not include official travel to make speeches, attend conferences or meetings, or make routine site visits.

Next Generation Airtanker. A modern multi-engine turbine aircraft purpose built or converted for use as an airtanker. Aircraft are capable of 300 knots (KTAS) or greater with maximum dispensable volume as defined by Exhibit 21 at 18,000 feet, are capable of being pressurized for non-retardant carrying flights, able to meet Part 25 certification requirements for fatigue and

SECTION J
EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS

damage tolerance, have a Structural Integrity Program and meet Exhibit 21 requirements for the retardant delivery system.

Night Operations. For ordered flight missions that are performed under the contract, night shall mean: 30 minutes after official sunset to 30 minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination or operation.

Normal Operating Weight. Aircraft in its approved mission configuration with 2 ½ hours of fuel, full retardant load, crew and approved miscellaneous items.

Occupant. Any crew or passenger that is aboard an aircraft.

Original Equipment Manufacturer. The organization that first assembled the aircraft under a production certificate or authorization from the US Military and owns the Type Certificate Data Sheet and all design data. This can also mean the company that has purchased and owns the Type Certificate Data Sheet and all design data.

Operating Agency. An executive agency or any entity there of using agency aircraft, which it does not own.

Operational Control. The condition existing when an entity exercises authority over initiating, conducting, or terminating a flight.

Operator. Any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

Passenger. Any person aboard an aircraft who does not perform the function of a flight crewmember or crewmember.

Payload. Maximum gross weight minus empty weight, crew, fuel/fluids, and optional items.

Pilot-In-Command (PIC). The Pilot responsible for the operation and safety of the aircraft during the time defined as flight time.

Point-to-Point Flight. Aircraft operations between any two geographic locations operationally suitable for takeoff and landing (airport to airport). A flight to a designated or defined backcountry airstrip does not constitute a point-to-point flight.

Precautionary Landing. A landing necessitated by apparent impending failure of engines, systems, or components, which makes continued flight inadvisable.

Principal Base of Operations. The primary operating location of a 14 CFR 121, 133, 135 or 137 certificate holder as established by the certificate holder.

Principal Structural Elements (PSE's). PSEs are those described in FAA AC 25.571C, Damage Tolerance and Fatigue Evaluation of Structure.

SAFECOM. Used to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety

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EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS

information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See www.safecom.gov

Safety Management System. A systematic approach to managing safety, including the necessary organizational structures, accountabilities, policies, and procedures.

Special Mission Aircraft. Aircraft approved for other than point to point only missions. Transportation is limited to personnel required to carry out the special mission of the aircraft.

Special Missions. Aviation resource mission in direct support of incidents, i.e., air tactical, fire reconnaissance, resource reconnaissance, all-risk, and other missions requiring special training and/or equipment.

Useful Load. The maximum allowable weight (passengers and/or payload) that can be carried in any one mission. For Airtankers, the Useful Load is the Payload.

Very Large Airtanker. An airtanker with a retardant capacity of 8,000 or more gallons equal to 72,000 or more pounds of payload. Very large airtankers are primarily used for large fire support and require leadplane/ASM supervision to be on scene prior to being dispatched to the fire.

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EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS

Abbreviations

AB	Administrative Base
A&P	Airframe & Powerplant (Mechanic)
AC	Advisory Circular
ACCO	Air Carrier/Commercial Operator
AD	Airworthiness Directive
AFF	Automated Flight Following
AHO	Altitude Height Above Obstacles
AIR Card	Aviation Into Plane Reimbursement Card
AMD	Aviation Management Directorate
AO	Accountable Official (for AIR Card)
ASM	Aerial Supervision Module
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATGS	Air Tactical Group Supervisor
AKC	Airtanker Co-Pilot
AKI	Airtanker Initial Attack Pilot
AKP	Airtanker Pilot
AKTP	Airtanker Training Pilot
ATP	Airline Transport Pilot
AWL	Assigned Work Location
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
CRS	Certified Repair Station
CVR	Cockpit Voice Recorder
CWN	Call when Needed (Contract)
DLA	Defense Logistics Agency
DM	Degrees Minutes
DME	Distance Measuring Equipment
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FE	Flight Engineer
FAM	Fire and Aviation Management
FPMR	Federal Property Management Regulations
FSS	Flight Service Station
GFP	Government Furnished Property
GPM	Gallons-Per-Minute
GPS	Global Positioning System
IAB	Interagency Airtanker Board

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EXHIBIT 14 – DEFINITIONS AND ABBREVIATIONS

ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
IOL	Initial Operational Limit
ISA	International Standard Atmosphere
M&IE	Meals and Incidental Expenses
LP	Leadplane
LSC	Load Schedule Chart
MAP	Mandatory Availability Period
MBI	Minimum Background Investigations
MEL	Minimum Equipment List
MI	Maintenance Inspector
MN	Minnesota
MSL	Mean Sea Level
MTDC	Missoula Technology Development Center
NAFA	National Aerial Firefighting Academy
NATPM	National Airtanker Program Manager
NFPA	National Fire Protection Association
NG	Next Generation
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
OEM	Original Equipment Manufacturer
OLM	Operational Load Monitoring
PBO	Principal Base of Operations
PI	Pilot Inspector
PIC	Pilot-in-Command
PMRB	Pilot/Mechanic Review Board
PPE	Pilot Proficiency Exam
PSE	Principal Structural Elements
PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RFP	Request for Proposal
RON	Remain-Over-Night
SIP	Structural Integrity Program
SIC	Second-in-Command/Co-Pilot
STC	Supplemental Type Certificate
SUO	Statement of Understanding
TAS	Traffic Advisory System
TBO	Time Between Overhaul
TC	Type Certificate
TCTO	Time Compliance Technical Orders
TCAS	Traffic Collision Avoidance System
TORP	Task Order Request for Proposals
TFR	Temporary Flight Restriction
USFS	U.S. Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSO	Stall Speed in a landing configuration
WFD	Widespread Fatigue Damage

**SECTION J
 EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS**

EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No: 1995-0222
 Revision No: 57
 Date of Revision: 03/15/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g an option is exercised) on or after January 30 2022: |With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

****Fringe Benefits Required Follow the Occupational Listing****

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		31.61
(not set) - First Officer (Co-Pilot)		28.78
(not set) - Aerial Photographer		15.79

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

Note:

Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family

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EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour, or \$169.20 per week, or \$733.20 per month

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.13 per hour. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

****HAZARDOUS PAY DIFFERENTIAL****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee

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EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The CO shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

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EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the CO no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The CO reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency CO, or notifies the CO that additional time will be required to process the request.

5) The CO transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

SECTION J
EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No: 1995-0221
 Revision No: 55
 Date of Revision: 12/27/2021

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.
 Alaska: Entire state.
 American Samoa: Entire state
 Hawaii: Entire state.
 Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin
 Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
 Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia
 Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

****Fringe Benefits Required Follow the Occupational Listing****
 Employed on contracts for Fire Safety services only.
 OCCUPATION CODE - TITLE FOOTNOTE RATE
01000 - Administrative Support And Clerical Occupations
 01613 - Word Processor III
 Alaska 21.50
 Continental U.S. 21.50
 Hawaii and American Samoa 21.25
05000 - Automotive Service Occupations
 05190 - Motor Vehicle Mechanic
 Alaska 30.36
 Hawaii and American Samoa 20.16
 Midwestern Region 23.96
 Northeast Region 22.49
 Southern Region 20.96

SECTION J
EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

Western Region	24.25
05220 - Motor Vehicle Mechanic Helper	
Alaska	21.96
Hawaii and American Samoa	15.52
Midwestern Region	15.53
Northeast Region	17.52
Southern Region	13.51
Western Region	16.43
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	31.97
Continental U.S.	32.88
Hawaii and American Samoa	33.04
23022 - Aircraft Mechanic II	
Alaska	33.19
Continental U.S.	33.73
Hawaii and American Samoa	34.39
23023 - Aircraft Mechanic III	
Alaska	35.01
Continental U.S.	35.25
Hawaii and American Samoa	36.09
23040 - Aircraft Mechanic Helper	
Alaska	25.07
Continental U.S.	24.73
Hawaii and American Samoa	23.86
23060 - Aircraft Servicer	
Alaska	28.01
Continental U.S.	28.20
Hawaii and American Samoa	27.69
23160 - Electrician, Maintenance	
Alaska	36.08
Hawaii and American Samoa	31.10
Midwestern Region	27.09
Northeast Region	29.05
Southern Region	23.17
Western Region	27.67
23440 - Heavy Equipment Operator	
Alaska	29.52
Hawaii and American Samoa	21.00
Midwestern Region	23.96
Northeast Region	22.49
Southern Region	20.96
Western Region	24.24
23470 - Laborer	
Alaska	17.91
Hawaii and American Samoa	17.39
Midwestern Region	14.58
Northeast Region	14.69
Southern Region	11.87
Western Region	13.77
23530 - Machinery Maintenance Mechanic	
Alaska	33.68
Hawaii and American Samoa	33.23
Midwestern Region	20.77
Northeast Region	21.73

SECTION J
EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

Southern Region	16.46
Western Region	20.61
23580 - Maintenance Trades Helper	
Alaska	24.62
Hawaii and American Samoa	18.99
Midwestern Region	19.56
Northeast Region	18.26
Southern Region	16.45
Western Region	16.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31361 - Truckdriver, Light	
Alaska	23.19
Hawaii and American Samoa	12.70
Midwestern Region	15.28
Northeast Region	16.23
Southern Region	10.39
Western Region	12.09
31362 - Truckdriver, Medium	
Alaska	25.11
Hawaii and American Samoa	16.07
Midwestern Region	20.41
Northeast Region	20.96
Southern Region	18.58
Western Region	19.22
31363 - Truckdriver, Heavy	
Alaska	26.53
Hawaii and American Samoa	17.54
Midwestern Region	21.35
Northeast Region	21.83
Southern Region	19.34
Western Region	20.48
31364 - Truckdriver, Tractor-Trailer	
Alaska	27.95
Hawaii and American Samoa	17.76
Midwestern Region	25.37
Northeast Region	21.98
Southern Region	20.31
Western Region	20.90
(not set) - Aircraft Quality Control Inspector	
Alaska	33.44
Continental U.S.	34.38
Hawaii and American Samoa	34.57

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

SECTION J
EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

HEALTH & WELFARE: \$4.60 per hour, up to 40 hours per week, or \$184.00 per week or \$797.33 per month
HEALTH & WELFARE EO 13706: \$4.23 per hour, up to 40 hours per week, or \$169.20 per week, or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.94 per hour, up to 40 hours per week, or \$77.60 per week, or \$336.27 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those

employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.60 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, up to 40 hours per week, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.23 per hour, up to 40 hours per week. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead aside, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

SECTION J
EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The CO shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the CO no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The CO reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency CO, or notifies the CO that additional time will be required to process the request.
- 5) The CO transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aircraft Quality Control Inspector

SECTION J
EXHIBIT 15 – DEPARTMENT OF LABOR WAGE DETERMINATIONS

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crewmembers assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

SECTION J
EXHIBIT 16 AIRCRAFT RECORDS AND MANUALS

EXHIBIT 16 – AIRCRAFT RECORDS AND MANUALS

The following aircraft records and manuals shall be available to Agency inspectors:

- (a) Current airframe and engine maintenance records that contain at least the information required in Federal Aviation Regulation 91.417 shall be available at the contractor's Base. Airframe engine and propeller records with the current status of overhaul, life-limited components and Airworthiness Directives, as well as the maintenance performed throughout the contract period, shall be onboard each contract aircraft at all times.
- (b) Aircraft Daily Flight and Maintenance Log
 - (1) An aircraft Daily Flight and Maintenance Log will be maintained for each aircraft used on contract. The Daily Aircraft Flight and Maintenance Log form illustrated in Section J, Exhibit 17 is only a sample, but illustrates the minimum requirements.
 - (2) The aircraft Daily Flight, Maintenance Log, and Weight and Balance Forms (A, B & C Exhibit 22) for the aircraft must be kept in the aircraft at all times.
 - (3) This form or similar log must contain the following minimum information:
 - a) Name of the contractor
 - b) Date
 - c) Aircraft Identification Number
 - d) Tanker Number
 - e) Flight Crew
 - f) Departure and destination each flight
 - g) Takeoff and Landing time each flight
 - h) Elapsed time each flight
 - i) Total time each date a flight is completed
 - j) Total aircraft time
 - k) Purpose of each flight (i.e., ferry, maintenance, crew training, revenue, etc.)
 - l) Recording of fuel and oil added and total fuel on board after each refueling
 - m) Space for recording discrepancies as they occur during each flight
 - n) Space for corrective action taken on discrepancies. (Serial numbers of major components removed and replacements will be recorded in this section. Copies of the change records must be kept with the aircraft daily records.)

SECTION J
EXHIBIT 16 AIRCRAFT RECORDS AND MANUALS

- (4) A log sheet entry is required any day a flight is performed regardless of the purpose. One copy of each completed log sheet will be maintained at the contractor's principal base of operations and will be made available to the Forest Service Audit Representative(s) and the Contract Compliance and Quality Assurance Team. Copies of log pages will be duplicated and/or duplicate pages will be removed and retained at the base of operations (Airtanker Base) at the end of each day that a flight is conducted, or maintenance is performed.

**SECTION J
 EXHIBIT 17 – AIRCRAFT FLIGHT AND MAINTENANCE LOG**

EXHIBIT 17 – AIRCRAFT FLIGHT & MAINTENANCE LOG – SAMPLE

CONTRACTOR:				PILOT		SECOND-IN-COMMAND	OTHER CREW		
				TRAINER NUMBER		N NUMBER		A/C TYPE & MODEL	DATE:
TYPE FLIGHT	FROM	TO	TAKE OFF TIME	LANDING TIME	TOTAL THIS FLIGHT	<u>TYPE FLIGHT LEGEND:</u>			
						AO – All Others not covered below AC – Aborted Revenue Cancelled AR – Aborted Revenue due to mechanical CT – Crew Training FO – Ferry to/from Base or between Bases		FM – Ferry for Maintenance MT – Maintenance Test Flight RF – Revenue Forest Service Contract RO – Revenue from all Other flights	
						NEXT INSPECTION DUE		FUEL & OIL RECORD	
						TYPE	FUEL ADDED	TOTAL FUEL ON BOARD	<u>OIL ADDED</u> Engine #1 #2 #3 #4
						AIRCRAFT TOTAL TIME			
						AIRCRAFT TOTAL TIME			
						BROUGHT FORWARD			
						THIS DATE			
TOTAL FLIGHT TIME THIS DATE						CARRIED FORWARD			
DISCREPANCIES AND AUTHOR'S INITIALS						CORRECTIVE ACTION			MECHANIC'S SIGNATURE

SECTION J
EXHIBIT 18 – RESERVED

EXHIBIT 18 – RESERVED

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SECTION J
EXHIBIT 19 – AIRCREW TRAINING FORM

EXHIBIT 19 – AIRCREW TRAINING FORM

Name:		Flight Time:		Aircraft Type:			
Date:		Total Drops:		Aircraft Identifier:			
Training/Incident Name:		# of missions:		Type Flight:		Flight Training	
Location/Region:						Mission Training	
						Evaluation	
Incident	Initial Attack	Extended Attack		ATS/ATGS Name:			
Complexity	Divert	IWI		LEAD/ATP Name:			
Complexity	TFR	WUI	Airspace	ATGS	LEAD	ASM	HICO
Elements	SEAT	LAT	VLAT	HELO	Fire Boss	Jump Ship	Ground Contact
# of Aircraft in the FTA	Airtankers	SEATs	Lead	ASM			
	Scoopers	Fire Bosses	Helos	Type 1 2 3			
Evaluation Elements			1	2	3	4	N/A
			Remarks				
PRE-FLIGHT							
1	Preparation / Organization/ PPE						
2	AC Preflight / Maint Status / MEL						
3	Documents - Aircraft / FAA / Agency						
4	Aircraft Security						
5	Performance/W&B - Considerations, Calculations						
6	FAA Briefing - NOTAM / WX / TFR						
7	Agency Briefing/FRAT - Safety / WX / TFR						
8	Local Area Review (Hazards / *Water Sources)						
9	Operation of Tank Controls and Systems						
10	Agency Ramp Procedures/Communications						
11	Retardant Loading/Aircraft Fueling Procedures						
12	Initial Dispatch (Kneeboard Review)						
13	Large Incident Prep (FTP Maps / Briefing)						
14	*Water Source Considerations						
ENROUTE							
15	ATC Comms / Coordination						
16	Airspace/Special Use Airspace Awareness						
17	Agency Flight Following						
18	Collision Avoidance/Aircraft Separation						
19	FTA Planning (Freqs, Routes, Resources, Hazards)						
20	Radio / GPS / iPad - Setup						
21	Divert Dispatch - (LAT/LONG, Freqs, Airspace)						
22	Incident SA Development (Monitor Freq's)						
23	TFR awareness / Initial Points (IP)						
24	FTA Entry Procedures/Communications						
WATER SOURCE							
25	*Water Source Planning, Recon, Hazard ID						
26	*Pre-pickup Checklist / Performance Planning						
27	*Operation of Aircraft Water System (Tank)						
28	*AIS Considerations / Awareness / Protocol						
ON SCENE							
29	FTA Procedures / Traffic SA						
30	Altitude / Clearance Discipline						

SECTION J
EXHIBIT 19 – AIRCREW TRAINING FORM

31	Fire Size Up								
32	Target Description								
33	Strategy and Tactics								
34	Principals or Retardant Use								
35	Fire Behavior Knowledge								
36	Hazard ID / High-Low Recon								
37	Risk Assessment / Go-No Go Decision								
38	Lead Plane or ASM Join Up								
39	Air to Air Communication / Separation								
40	Air to Ground Communication/Seperation								
41	Exit Planning/Briefing								
DROP PROCEDURES/LOW LEVEL OPERATIONS									
42	Ground Resource SA								
43	Airspeed & Energy Management / Aircraft Handling								
44	Pre-drop checklist, configuration								
45	Drop Line Clearance								
46	Drop Pattern Awareness								
47	Split Load								
48	Right Hand Pattern								
49	Pattern calls (if required)								
50	Target Line-up								
51	Start Point								
52	Drop Height								
53	Drop Accuracy								
54	Loaded Go-Around								
55	Exit (Pattern, Route, Altitude)								
56	Post Drop Evaluation								
57	*Circuit (Routes / Patterns / Fences / Checkpts)								
58	*Scooper Sequencing								
59	*Scooper Flight Lead Operations								
60	*Scooper Flight Coord - (Following) - Team Work								
61	Mountain Flying / Terrain Awareness								
62	Hazardous Weather Awareness								
63	Recognition of Changing Priorities / Conditions								
ABNORMAL / EMERGENCY OPS									
64	Abnormal / Emergency Procedures								
65	Jettison during Abnormal / Emergency								
66	Systems Malfunctions While Low Level								
POSTFLIGHT									
67	Aircraft Post Flight								
68	AAR - Crew / MX / Manager								
69	AAR - Aerial Supervision / Ground IC								
70	SAFECOM / Company SMS Procedures								
GENERAL									
71	Checklist use / SOPs								
72	Judgement / Aeronautical Decision Making								
73	Threat and Error Management								

SECTION J
EXHIBIT 19 – AIRCREW TRAINING FORM

74	Situational Awareness						
75	CRM / Teamwork						
76	Communication Skills (Standardization/Brevity)						
77	ICS (Incident Command Structure) Knowledge						

Evaluation Elements: Elements marked with a 1 or 2 require comments

- 4 None No assistance required or deficiency noted
- 3 Minor Non-Critical deviations are noted, but the outcome of the event/objective was never in doubt
- 2 Moderate Coaching was required and the outcome of the event/objective was in doubt
- 1 Severe Frequent coaching was required. The outcome of the event was in doubt and safety was compromised or the individual failed to accomplish the critical task
- N/A Task/procedure not applicable to this mission

Comments: Instructor / Aerial Supervisor / Evaluator

AKTP / Evaluator / Inspector Name:

Signature:

Date:

Trainee Signature:

SECTION J
EXHIBIT 20 – CONTRACTOR PERFORMANCE EVALUATION

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3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)

N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

COMMENTS: 

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4. Business Relations. Contractor was cooperative and customer oriented, provided sufficient field support, satisfactorily addressed any issues or concerns, and identified corrective action as necessary.

N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

COMMENTS: 

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5. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

COMMENTS: 

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**SECTION J
 EXHIBIT 20 – CONTRACTOR PERFORMANCE EVALUATION**

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6. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project? yes No

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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9. Other Areas:

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

SECTION J
EXHIBIT 20 – CONTRACTOR PERFORMANCE EVALUATION

RATING	DEFINITION	NOTE
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor has trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency. (e.g. quality, schedule, business relations, management of key personnel, safety report or letter)
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)

SECTION J
EXHIBIT 21 – RETARDANT TANK REQUIREMENTS

EXHIBIT 21 – RETARDANT TANK REQUIREMENTS

This exhibit identifies the system requirements and ground pattern performance standards for the constant flow retardant delivery system (retardant tank and aircraft). Requirements of this section are subject to inspection during use throughout the term of the contract.

The maximum dispensable volume shall be the maximum volume at 9 lbs. per gallon that fully meets the ground pattern performance standard of this Exhibit.

The retardant delivery system shall not be loaded with additional retardant to meet the performance standard. Example: An RDS maximum dispensable volume of 3,000 US gallons that requires 4,000 US gallons be loaded to meet the performance requirements.

Offerors shall submit a data package sufficient to establish that the retardant delivery system meets Exhibit 21 requirements with their proposal. This shall include:

- (a) Detailed test data, including tank performance data measuring volume in the tank as a function of time with time increments of at least one tenth second frequency, for every release type offered under this solicitation.
- (b) Static and Ground Pattern Performance (Grid) test reports consistent with the requirements of this Exhibit. These reports will be evaluated based on the requirements of this exhibit. The test reports shall identify the airspeeds, height above ground, software version number, and aircraft configuration that meets the requirements of this exhibit. The Offeror shall also submit raw data that supports the test report results.

Same type make and model from the same vendor can do conformance testing rather than full grid testing.

- (c) Conformity Testing – Flow tests to ensure RDS conformance with reported data shall be accomplished by the vendor and delivered to the CO 5 years from the contract award date. Conformity testing may be requested by the government at any time during performance on the contract. Failure of the system to meet conformity may result in termination of the contract or require a full static and ground pattern performance test to establish that the system meets the requirements of this exhibit.
- (d) System requirements)
 - (1) Tank system shall apply a continuous ground pattern at the selected coverage level (1 through 4, 6, & 8) for any available drop volume and controlled by the drop controller. The following requirements shall be met.

- a) Continuous ground pattern: The coverage level throughout the pattern width shall not decrease by more than 20% of the value of adjacent downrange coverage levels. For example, a target 8 gpc drop containing a cross width swath of 6 gpc between swaths of 8 gpc will fail since the 2 gpc decrease represents 25% of the selected 8 gpc.

- b) Flow rate select ability: The aircraft's RDS shall provide a means

SECTION J
EXHIBIT 21 – RETARDANT TANK REQUIREMENTS

through a drop controller to adjust the regulated flow rate for any release. The RDS shall provide a minimum of six discrete selections (coverage levels). All flow rates produced by the six discrete selections shall meet the coverage level and flow controllability requirements of Table 1:

Table 1 Coverage level and flow controllability

Coverage Level / Drop Controller Setting	Drop Volume in US Gallons	Gallons per 100 Sq. Feet (GPC)	Minimum feet in length of GPC per 100 gallons dispensed
1	200+	1	75
2	200+	2	50
3	200-399	3	15
	400-599	3	20
	600 +	3	30
4	400-599	4	5
	600 +	4	20
6	600-799	6	5
	900-1399	6	10
	1400+	6	13
8	800-1399	8	5
	1400+	8	7
Example: 3000-gal dispensed load at controller setting 6 equates to 390 feet minimum of 6 gallons per 100 sq. feet (6gpc), at constant pre identified drop speed and height above the ground.			

- c) Maximum controllable flow rate: The aircraft’s RDS shall provide an average flow rate of not less than 1000 gallons per second. This flow rate shall meet the flow controllability requirement specified above.
 - d) The flow/performance of the RDS shall be reproducible for all drop types. The average flow rates for releases necessary to meet the coverage level requirements of the same volume and flow control setting shall vary within a range (low to high measured value) which is not greater than 15 percent of the mean value flow rate for the controller setting and or drop type.
- (2) The above identified ground pattern performance requirements shall be met for full load applications at all coverage levels at the contract defined Normal Operating Weight less fuel for 1 take off.
- (3) Fractional load delivery: The aircraft’s RDS shall be capable of delivering

SECTION J
EXHIBIT 21 – RETARDANT TANK REQUIREMENTS

fractions of the total retardant load carried. At a minimum, the RDS shall be capable of delivering loads in portions of halves and either thirds or quarters. Additionally, the RDS shall be capable of accurately starting and stopping delivery at any point when commanded by the flight crew. Fractional volumes measured during qualification testing shall be within 25 percent of the expected volumes.

- (4) Completeness of retardant release: Systems shall not have more than 1% of the total system volume remaining in the system after a full volume release.

Effective drop height is defined as the altitude above ground level where all forward momentum of the retardant cloud has terminated before contact with the application surface.

- (5) Aircraft and RDS combination minimum drop heights to achieve ground pattern performance requirements where forward momentum of the retardant has stopped shall be provided with the contract proposal.

- (6) Minimum Drop height in feet above the ground or canopy cover, whichever is higher:

- a) VLAT - 200
- b) Type 1, 2, & 3 Airtankers - 150

- (7) Airspeed for dispensing

- a) The minimum shall not be less than V_{mc} , nor $1.25 V_s$
- b) The maximum shall not be more than the airspeed limitation of the FTA or V_a , whichever is less.

- (8) Decent Profile

- a) Aircraft up to 4999 US-gallons maximum dispensable volume: Aircraft shall be capable of descending at contract retardant load maximum operating weight along a 13 percent (7.4 Degree) slope for 30 seconds to 5,000 ft pressure altitude in the drop configuration without exceeding maximum drop speed. At the 25 second mark, a full load of water shall be dispensed at coverage level 6 and again at coverage level 8 and demonstrate no more than 7% difference in average flow rate from grid results.
- b) Aircraft 5000 or more US-gallon maximum dispensable volume: Aircraft shall be capable of descending at contract retardant load maximum operating weight along an 8 percent (4.6 degree) slope for 30 seconds to a 5,000 ft pressure altitude in the drop configuration without exceeding maximum drop speed. At the 20 second mark, a full load of water shall be dispensed at coverage level 6 and again at coverage level 8 and shall demonstrate no more than 7% difference in average flow rate from grid results.

SECTION J
EXHIBIT 21 – RETARDANT TANK REQUIREMENTS

- (9) Retardant tanks shall be filled uniformly through 3-inch diameter single or dual camlock fitting(s) that are:
- a) On both sides of the aircraft or,
 - b) The tail of the aircraft or,
 - c) A single point located on the belly accessible from either side of the aircraft without obstruction from landing gear, engines or propellers.
- (10) The system shall fill at a minimum average fill rate of 500 gallons per minute when filling through only one fill port. (5000-gallon tanker equates to an approximate 10-minute fill. Actual fill rate depends on tanker base equipment.).
- (11) The loading process shall be completely contained in the aircraft. Any additional equipment such as pumps, valves, loading controls, compressors or hoses shall be incorporated into the RDS system contained within the aircraft.
- (12) Automatic or manual valves within the RDS loading system shall not close at a rate that damages the airtanker base retardant loading systems or equipment
- (13) Quantity Indicator: All retardant tanks shall have a quantity indicator to accurately measure retardant capacity to measure contract loads digitally by gallons / pounds. This will be viewable to the loading crews and/or aircrew members during retardant loading. Quantity indicator shall not be a separate piece of equipment plugged into the aircraft. Use of open holes on tank sides is not acceptable.
- (14) Leakage: The system shall not leak when loaded with water to the maximum dispensable volume.
- (15) Emergency Drop system
- a) The controls for the emergency dump shall be reachable by the flight crew from the seated flying position.
 - b) Normal function or failure of the tank operating system shall not affect the emergency drop system
- The emergency drop system shall be controlled and operated by a redundant and separate system from the normal tank operation system. Normal tank system failure or failure of the aircrafts mechanical, pneumatic, hydraulic or electrical systems shall not affect the emergency drop system. Redundant aircraft systems may be utilized.
- c) Emergency dump shall release the entire maximum dispensable volume in 6 seconds or at the maximum flow rate whichever is longer.
- (16) Drop Controller

SECTION J
EXHIBIT 21 – RETARDANT TANK REQUIREMENTS

- a) Each airtanker shall be equipped with a tank drop controller actuated by a positive returning primary drop switch located on the pilot's flight controls. The controller shall include an arming switch or switches to prevent release of the retardant by inadvertent actuation of the primary drop switch.
 - b) The drop controller shall include a selector that performs the programmed release information until the settings are manually changed. The selector shall be positioned within clear view and easy reach of the pilot(s) and/or crew during flight. The selector shall provide options corresponding to the ground pattern and multiple release performance requirements. The controller shall perform the programmed release configuration as long as the primary drop switch is actuated.
 - c) The drop controller shall control the RDS and demonstrate splitting the load into two equal halves, and either three equal thirds or four equal quarters. Volumes released from the system are equal when measured volumes do not vary greater than +/- 25% from the volume of the equal release split of the total maximum dispensable volume. The system shall produce a ground pattern retardant line length per 100 gallons of load released defined by Exhibit 21 (c) 1 (a),
 - d) The drop controller shall include indicators and/or an annunciator panel that indicates whether the tank is armed; the volume of retardant (and any other items required for normal releases) remaining in the system, and the currently programmed release configuration. The indicators/annunciator panel shall be positioned within clear view of the pilot(s) and/or crew during flight.
 - e) The delay (or lack thereof) between drop control switch actuation and start of door opening shall not vary from drop to drop for any release configurations. When more than one door opens simultaneously, all doors involved shall begin opening within 0.25 seconds of first door movement. The System shall be implemented such that all doors shall reach the commanded position within 20 % (in both time and position) of each other.
- (17) All tank doors shall return to the closed position immediately after completing a normal release cycle.
- (18) Offloading
- a) Offloading shall be accomplished through a 3-inch camlock fitting. Aircraft with multiple tanks may have offloading ports for each tank.
 - b) Offloading shall be completely contained between the tank and the offloading valve.
 - c) Upon offloading, the amount of retardant remaining in the tank shall be no more than 3 percent or 100 gallons, whichever is less, of the total maximum dispensable volume.

SECTION J
EXHIBIT 21 – RETARDANT TANK REQUIREMENTS

(19) Spill Management: The tank system shall not leak, spill or allow retardant to slosh out of the tank during aircraft taxi or flight.

- (e) Modification, including software revisions of the offered system shall be submitted to the CO. Modifications and revisions will be evaluated against the requirements of Exhibit 21 and if acceptable authorized under the contract.

References / Publications

The following references / publications may be used to guide the contractor in meeting the requirements of this exhibit.

- (a) Drop Testing Airtankers, A Discussion of the Cup-and Grid-Method. Ann Suter. USDA Forest Service Technology and Development Program. TE92P32, December 2000
- (b) Estimating Methods, Variability, and Sampling for Drop-Test Data. Ann Suter. USDA Forest Service Technology and Development Program. 9E92P32, September 2002
- (c) Drop Test Procedures. <https://www.fs.fed.us/rm/fire/pubs/htmlpubs/htm04572813/toc.htm>
- (d) Wildland Fire Chemical Systems. <https://www.fs.fed.us/rm/fire/>

**SECTION J
 EXHIBIT 22 – WEIGHT AND BALANCE FORMS**

Form B: Aircraft Weighing Record (EXAMPLE)									
Make, Model, Series		Registration Number			Serial Number			Date	
Datum is		Leveling Means			Weighing Procedures References			Scale Location	
Scale Readings									
Scale		Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm	Moment	
Left Front or Nose									
Right Front									
Left Aft or Tail									
Right Aft									
Basic Weight			Total						
Fuel & Oil at Time of Weighing				Notes					
	Full	Defueled	Drained						
Fuel									
Oil Engine									
Oil Transmission									
Oil Tail Gearboxes									
Hydraulic Fluid									
Items Weighed not part of Basic Weight				Items not Weighed but part of Basic Weight					
Item	Weight	Arm	Moment	Item	Weight	Arm	Moment		
Total (--)				Total (+)					
Adjusted Basic Weight of Aircraft as Weighed								CG	Moment
Total Empty Weight of Aircraft as Weighed						Longitudinal EW. CG			
						Lateral EW CG			
Aircraft Weighed By				Scales					
Print Name:				Type:					
Signature:				Serial Number:					
Certificate Type and Number:				Calibration Date:					

**SECTION J
 EXHIBIT 24 – PUBLIC AIRCRAFT OPERATIONS DECLARATION**

EXHIBIT 24 – PUBLIC AIRCRAFT OPERATIONS DECLARATION

This Exhibit serves as notice that you may be conducting Public Aircraft Operations (PAO) while under contract to the United States Forest Service (USFS). Flights ordered and conducted under this contract may be considered Public Aircraft Operations.

After contract award, the contractor/company will provide the following information to the Federal Aviation Administration Flight Standards District Office that your 133, 135 and/or 137 Certificates are issued by. This information shall be provided to the CO for your contract. In addition, a copy of this document shall be carried in each aircraft listed below.

Civil Operator: *Name your Certificates are Held Under*

Aircraft Type Information:

Fixed-wing (F) or Helicopter (H)	Make/ Model/Series	Name of Aircraft Owner on Registration	Aircraft Number N#	Registration

Contract Number: *AG-XXXX-X-XX-XXXX*

Contract Type and Service: *EU/CWN, Airtanker, Water Scooper, Helicopter, Light FW, Smokejumper aircraft, etc.*

Date of Contract: *Contract Award Date*

Date of Proposed First Flight as a PAO: *Effective Date of Contract*

Date PAO Declaration Expires: *This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.*

Public Aircraft Operations are being conducted under contract by: USDA Forest Service, 1400 Independence Avenue SW, Washington DC 20250

Acquisition Management Official: *XX, Contracting Officer, XXX@usda.gov or (XXX) XXX-XXXX*

Government Official Making PAO Flight Determinations: *USDA Forest Service Washington Office, Assistant Director of Aviation, (202) 205-1483*

Please contact the Assistant Director of Aviation at (202) 205-1483 with comments or questions regarding the PAO declaration.

SECTION J
EXHIBIT 25 – ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT

EXHIBIT 25 – ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT

The following provisions shall apply when operating in Alaska, Caribbean, Canada and Mexico. All other provisions not expressly changed herein continue to apply. All local regulation and operating procedures shall be adhered to within the operating limits of the aircraft and crew, while working in these locations.

Note: Contractors from the lower 48 dispatched to any of the above locations are required to have insurance coverage to operate in these areas; in addition to having Operations Specifications that permit Alaska, Caribbean, Canada and Mexico operations, as applicable.

(a) General Equipment

Additional Equipment: Complete set of current aeronautical charts and navigation publications covering areas of operation within Alaska, Caribbean, Canada and Mexico, when assigned to these locations.

Survival Kit: All aircraft will carry survival equipment. Survival kits will contain at least the items listed in Exhibit 7 and additional items required by local regulation as is appropriate for local climate and terrain conditions. The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.

(b) Fuel Services Vehicle Specifications

A fuel servicing vehicle and driver are not required. The Government will furnish, transport, and store all aircraft fuel required at no expense to the contractor.

Grades of government-furnished fuel vary from location to location, and the contractor shall use the grade available.

The appropriate type of fuel (Avgas or Jet Fuel), in one of the following grades, will be available at each location:

<u>Avgas</u>	<u>Jet Fuel</u>
100	Jet A
100LL	Jet A-50
	Jet B
	Jet-4 or JP-5 or JP-8

All lubricating oil, parts, and supplies shall be furnished and transported by the contractor to the assigned work location.

(c) Availability of Mechanics

The contractor shall furnish at least one full time mechanic for each aircraft and will be on-duty whenever the aircraft is available. All requirements in Section C.11 (g) apply to this exhibit.

SECTION J
EXHIBIT 25 – ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT

(d) Payment for Availability

Operations in Alaska, Caribbean, Canada and Mexico will be scheduled by the Government in accordance with flight time/duty time limitations. The schedule will not exceed:

SINGLE CREW: Maximum 14 hour per day PIC, or PIC and SIC

DOUBLE CREW: Maximum 24 hours per day.

Measurement of availability will be reduced, as specified below, for each hour or portion thereof service is listed as unavailable to the Government. Single or double crew Periods of Unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability.

Availability, as measured above, will be paid at the applicable rate appearing in the Schedule of Items.

(e) Payment for Extended Standby is applicable for Alaska, Caribbean, Canada and Mexico assignments.

(f) Aircraft Fuel. The cost of fuel furnished by the contractor in lieu of government furnished fuel while operating in Alaska, Caribbean, Canada and Mexico will be furnished to the contractor as provided below:

General: The contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the contractor. The purchase must be approved by the CO. Fuel related costs shall be recorded as a line entry (i.e, date, fuel charge, dollar amount, and use-item code fuel charge [FC]), shall be summarized under "Other Charges/Credits" on the Flight Use Invoice, and shall be supported by paid legible, itemized invoices from the supplier. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts to be provided to the COR for review and approval but are not required to be submitted with the payment document. Certified true copies may be submitted in lieu of the original invoice.

Government furnished fuel used by the contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the contractor, will be deducted from amounts due the contractor at the rates specified in the current Hourly Flight Rate Fuel Consumption and Weight Reduction Chart.

SECTION J
EXHIBIT 26 – INFECTIOUS DISEASE AND MITIGATION PROCEDURES

EXHIBIT 26 – INFECTIOUS DISEASE MITIGATION PROCEDURES

Infectious Disease Actions and Mitigations

- (a) Each contractor and their personnel shall adhere to applicable portions of CDC, FAA, aircraft manufacturer recommendations in addressing actions and mitigations related to infectious diseases. The Forest Service requires that companies review and update their personal protection policies and communicate and train employees on all aspects of the plan. This includes the following measures to protect themselves and others:
 - (20) Practice routine hand washing. Wash hands often with soap and water for at least 20 seconds, particularly after assisting anyone sick or touching potentially contaminated body fluids or surfaces; after coughing, sneezing, or blowing your nose; after using the restroom.
 - (21) Use alcohol-based hand sanitizer (containing at least 60% alcohol) if soap and water are not available. Contractors should consider providing alcohol-based hand sanitizer to crews for their personal use.
 - (22) If an employee becomes sick or has had a high-risk exposure to an infectious disease (as determined by a medical professional) during a declared public health emergency (COVID-19, Flu, H1N1, SARS, MERS, or other disease identified by the Centers for Disease Control ("CDC")) immediately report those situations to the COR and CO assigned to your USDA Forest Service contract.
- (b) To reduce the risk of transfer of virus from an infected person to others via surfaces or inanimate objects on the aircraft, aircraft operators and ground handling personnel shall develop and implement a plan to disinfect aircraft prior to inspection, and during use. This plan should also include disinfecting after carrying an infected person. The plan needs to take into account the unusual features of the aircraft and cabin area. Considering that it may be difficult to identify an aircraft carrying an infected person, the focus should be on the assumption that all aircraft are periodically occupied by infected persons and therefore require routine and frequent disinfection in accordance with the contractor's plan. Submit your plan to the CO within 10 days of implementation of this modification.
- (c) If certain events occur (e.g. employee or government personnel with a fever, cough, difficulty breathing, or other CDC-identified symptoms) these individuals shall not be allowed on mission flights and need to contact their employer / supervisor to report their condition.

SECTION J
EXHIBIT 27 – DAILY REPORT – SAMPLE

EXHIBIT 27 – DAILY REPORT – SAMPLE

Company Name

Date:

Contract	Line Item #	Tanker #	Revenue Flight Time	Total Revenue Flight Time Cumulative	# of Fires	# of Sorties	Gallons Dropped	YTD Cumulative Gallons Dropped	Extended Standby Hours	PIC	SIC	FE	Crew Chief	MEC	Driver	Day Off	Location at end of Day	COR	End of MAP	
Totals																				

Notes:	(i.e. any aircraft out of service, maintenance upcoming, scheduled crew changes, etc.)

SECTION J
EXHIBIT 28 – EXCLUSIVE USE (EU) TASK ORDER REQUEST FOR PROPOSAL COMPETITION PROCEDURES

EXHIBIT 28 - EXCLUSIVE USE (EU) TASK ORDER REQUEST FOR PROPOSAL COMPETITION PROCEDURES

- (a) The purpose of this exhibit is to describe the process for competing Task Orders (TOs). After award of contracts, the Government will issue Task Order Request for Proposals (TORP) for EU line items. This competition will be limited to the IDIQ contract holders.
- (b) Task Orders may be multi-year or contain options.
- (c) The TORP may require parent contract holders to provide additional pricing and/or technical information. Example: Specific category TORP's and Current/Modern aircraft transition task orders, and/or special mission needs. (Special Category TORPS: At times specific aircraft types, aircraft sizes, and/or specific functionality may be required to meet the mission's needs. The technical and operational requirements will be clearly outlined in the TORP.)
- (d) Unless a TO requirement meets one of the exemptions listed in FAR 16.505(b)(2), it will be considered a competitive requirement. Furthermore, each requirement will be considered a small business set-aside, regardless of dollar value in accordance with the IDIQ Airtanker contracts.
- (e) Unless noted otherwise in the TORP notification from the CO, the time frame for receipt of proposals is 15 calendar days.
- (f) The Government reserves the right to not award any order(s) after requesting a TORP proposal. Regardless of whether an order is awarded or not, the Government shall not be responsible for any costs incurred in preparation of the TORP response.
- (g) The ordering office reserves the right to negotiate with TORP offerors.
- (h) All TOs will be issued as Firm Fixed Price (FFP) or FFP per unit of service IAW IDIQ Airtanker contracts and based on the pricing offered in response to the TORP.
- (i) Each TORP request will specify the criteria for that request.
- (j) Contracting Officers for the Aviation Branch, Incident Procurement Operations of the US Forest Service are the only officials authorized to place orders under this contract.

SECTION J
EXHIBIT 29 – CALL WHEN NEEDED (CWN) TASK ORDER REQUEST FOR PROPOSAL COMPETITION PROCEDURES

EXHIBIT 29 – CALL WHEN NEEDED (CWN) TASK ORDER REQUEST FOR PROPOSAL COMPETITION PROCEDURES

- a) After award of contracts, the Government may issue Task Order's for CWN airtanker services. These task orders will be limited to the IDIQ contract holders.
- b) Due to the nature of firefighting, urgent orders are likely under this IDIQ. Pursuant to FAR 16.505(b)(2), fair opportunity need not be provided for urgent orders. In such cases, the ordering activity will select the contractor that can meet the Government's urgent need. Because urgent orders may be issued under the IDIQ without the opportunity to submit a task order proposal with revised pricing, offerors are encouraged to include their best pricing in their IDIQ price proposals. Technical Ratings from the initial evaluation and subsequent TORP evaluations will be considered for urgent activations.
- c) Under circumstances where the government need is not urgent, the government may use the CWN TORP process as listed below:
 - d) Task Orders may include options.
 - e) The TORP may require parent contract holders to provide additional pricing and/or technical information.
 - f) Each CWN TO will be competed as full and open competition for IDIQ contract holders.
 - g) Unless noted otherwise in the TORP notification from the CO, the time frame for receipt of proposals is 15 calendar days.
 - h) The Government reserves the right to not award any order(s) after requesting a TORP proposal. Regardless of whether an order is awarded or not, the Government shall not be responsible for any costs incurred in preparation of the TORP response.
 - i) The ordering office reserves the right to negotiate with TORP offerors.
 - j) All TOs will be issued as Firm Fixed Price (FFP) or FFP per unit of service IAW IDIQ Airtanker contracts and based on the pricing offered in response to the TORP.
 - k) Each TORP request will specify the criteria for that request.
 - l) Contracting Officers for the Aviation Branch, Incident Procurement Operations of the US Forest Service are the only officials authorized to place orders under this contract.

EXHIBIT 30 – AIRTANKER PILOT QUALIFICATIONS AND APPROVAL RECORD

EXHIBIT 30 – AIRTANKER PILOT QUALIFICATIONS AND APPROVAL RECORD

AIRTANKER/SCOOPER PILOT QUALIFICATIONS AND APPROVAL RECORD					
▶ SECTION I – PILOT INFORMATION (Fill in the blanks) ◀					
1. Name (Last, First, Middle Initial)		2. Email Address		3. Telephone No.	
4. Home Address (Street, City, State & Zip Code)					
5. Employed by		6. Address		7. Telephone No.	8. Employed since
9. Previous Employer		10. Address		11. Telephone No.	12. Period Employed
13. Previous Employer		14. Address		15. Telephone No.	16. Period Employed
17. Medical Certificate		18. Airman Certificate (Check all that apply)		19. A/C to be Flown	
a. Class		Number _____		Total time	
b. Date		ATP Com Instrument CFI		Total PIC	
		SEL MEL CFI MEI		1. _____	
		SES MES		2. _____	
		Type Ratings		3. _____	
Flight Type	Hours	FAA FLIGHT CHECKS			
		Date	Make/Model A/C	61.58	61.57
20. Total Pilot Time (Airplane)	35.				
21. Pilot-in-Command (PIC) Airplane	36.				
22. Total PIC Multiengine over 12500lbs	37.				
23. Total PIC Night	38.				
24. Total PIC Instrument:					
25. Total PIC Instrument: Actual		39. Date of Previous USFS Card Approval		40. Date of Last USFS Flight Check	
26. Total Flight Time Last 12 Months					
27. PIC Airplane Last 12 Months		41. Aircraft Accidents/FAA Violations Filed Within Last 5 Years: No Yes (If yes, Attach Date and explanation)			
28. Total Mountainous Terrain					
29. PIC Low Level (below 500' AGL)		42. Previous OAS or USFS Approval Denied, Suspended, or Revoked: No Yes (If yes, Attach Date and Explanation)			
30. Night T/O & Lndgs Previous 90 days					
31. PIC Make and Model Previous 60 days)		43. Airtanker Missions In the Last 12 Months: Specify AKC, AKP Etc. _____			
32. Left Seat T/O & Lndgs Previous 60 days)		I certify that the information listed on this form is true and correct.			
33. PIC, Single Engine Airplane	Land	44. Signature (Pilot)			
	Sea	45. Signature (Chief Pilot)			
34. PIC, Multi-Engine Airplane	Land	46. Date			
	Sea				
VENDOR PILOT CARD INFORMATION (Vendors select appropriate Special Use Mission(s))				A/C and IFR Quals Desired	
FE	AKTP	Float/Amphib	SEL	IFR W/SIC	
AKC	AKTP_VLAT		SES	IFR, Single Pilot	
AKP TRAINEE		MT TERRAIN	MEL	Single Engine IFR	
AKP_VLAT		LOW LEVEL	MES		
AKP					
AKI		Other			
USFS Contract No(s):					
Checklist: (Please provide copies of the following)					
FE 1. FE Certificate 2. Medical 3. Logbook (Last 12 months) 4. 91.529 5. Safety Brief		AKC 1. Pilot Certificate 2. Medical 3. Logbook (Last 12 months) 4. 61.55 5. 61.56 6. NAFA Cert 7. Safety Brief		AKP/AKI/AKTP 1. Pilot Certificate 2. Medical 3. Logbook (Last 12 months) 4. 61.57 5. 61.58 6. 137.19 7. 137.53 8. Annual Sim	
				AKP/AKI/AKTP cont. 9. Pre-season drop training (Exhibit 10 - 2 drops 2 hrs) 10. NAFA Cert 11. IAT Grand Canyon Training 12. Safety Brief	

**PART IV –REPRESENTATIONS AND INSTRUCTIONS
SECTION K -REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR RESPONDENTS**

K-1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to
 - (i) those prices,
 - (ii) the intention to submit an offer, or
 - (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (4) Is the person in the offeror's organization responsible for determining the prices being offered in this or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (5) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

ii) _____ A
s an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR RESPONDENTS

iii)

A

s an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (MAY 2022)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 481212.

(2) The small business size standard is 1,500

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR RESPONDENTS

- (A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

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(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

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(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K-3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (AUG 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the CO if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the CO may render the Offeror nonresponsible.

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(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the CO may terminate the contract resulting from this solicitation for default.

K-4 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7)(OCT 2018)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.

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(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.sam.gov> (see 52.204-7).

K-5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2022)

(a) *Definitions.* As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C.101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 481212.

(2) The small business size standard is 1,500.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___.*]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it is, is not a joint venture that

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complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*]

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a service-disabled veteran-owned joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Notice.* Under [15 U.S.C.645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

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(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by Proposed subcontractors, will be obtained before subcontract awards.

K-7 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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**L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.204-7	System for Award Management (OCT 2018) Alternate I (OCT 2016)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.237-1	Site Visit (APR 1984)

L-2 INQUIRIES (AGAR 452.204-70) (FEB 1988)

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the CO. Offerors should contact only the CO issuing the solicitation about any aspect of this requirement prior to contract award.

L-3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of Fixed Price Services IDIQ contract(s) not to exceed 10-years. The flight hours will be an unknown quantity with no guarantee of flight hours given by the Government resulting from this solicitation.

L-4 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office, shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Matthew D. Olson
National Interagency Fire Center
U.S. Forest Service – Contracting
106 Owyhee, Suite 1100
3833 S. Development Ave.
Boise, Idaho 83705

(b) The copy of any protest shall be received in the office designated above within 1 day of filing a protest with the GAO.

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**L-5 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS
(AGAR 452.215-71) (SEP 1999)**

(a) General Instructions

- (1) Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.
- (2) The proposal must be submitted and signed electronically and include a Part I- Technical Proposal and Part II- Business Proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated. All proposal material must be submitted in English. Proposal can be submitted via e-mail to the Contracting Officer or an electronic drop box folder (Pinyon-Box) can be created (via request) for each interested vendor to upload proposal documents. A link to the folder will be issued upon request to the Contracting Officer.
- (3) The Government will evaluate proposals in accordance with the evaluation criteria.
- (4) Offerors shall submit their proposal(s) in the following format and the quantities specified:
 - a) 1 electronic copy of the completed, signed offer (Sections A through K of the solicitation package)
 - b) 1 electronic copy of the technical proposal
 - c) 1 electronic copy of the business/cost proposal

(b) Part I - Technical Proposal

(1) Technical Proposal Instructions

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government.

Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the

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proposal must specifically respond to the following evaluation factors and the information shall be organized in the order shown below:

- (2) Technical Proposal - Part 1- Technical proposal into four (4) subparts, one for each of the major technical evaluation factors. As a minimum, your technical proposal must clearly address (i) Structural Integrity, Maintenance, and Equipment; (ii) Safety Elements; (iii) Past Performance; and (iv) Organizational Experience.

a) Structural Integrity, Maintenance, and Equipment

i. Structural Integrity Program (SIP)

The documentation shall include the following:

- (a) An original equipment manufacturer (OEM) Structural Integrity Program for the firefighting role compliant with Exhibit 2.
- (b) A Structural Integrity Program for the firefighting role compliant with Exhibit 2 and documentation OEM engineering participation in its development using one or more of these methods:
- (i) OEM FEM used to develop,
 - (ii) Design data purchased from OEM used to develop,
 - (iii) OEM engineers developed, validated, or formally gave No Technical Objection to the completed program.
- (c) If the ICA and ALS for the airtanker role are not available with OEM participation, one developed to the requirements specified in Exhibit 2 by an appropriately authorized designated engineering representative (DER) and approved by the FAA is acceptable.

ii. Maintenance

Provide maintenance and modification records for each N Number/ Serial Number aircraft offered. Individual N Number / Serial Number aircraft that are in development or that have not had the airtanker modifications completed will not receive an award.

Provide detailed documentation that defines and establishes the Firm's overall aircraft maintenance program and demonstrates compliance with the requirements of Section C-6 and Section J, presented in Section J, Exhibit 2. The documentation shall include the following:

- (a) Aircrafts maintenance and inspection status to include all inspections, overhauls, life limited components, ADs, SBs, SSIDs, CPCP, ICAs, Military Technical Directives. Bulletins status.
- (b) A listing of all major repairs, alterations and STCs,

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- (c) Current Aircraft Weight and Balance for each aircraft offered configured as an Airtanker:
- (d) Current aircraft Equipment List that documents installed equipment and tank when weighed. (see example in Exhibit 22)
- (e) Current aircraft actual weighing documentation including scales listed by make, model, calibration date, name of individual, signature and certificate number on document that performed weighing. (see example in Exhibit 22)
- (f) Documentation (including the name, weight, arm and moment of each item) of any equipment added or removed since the aircraft was weighed to meet the contract specification (see example in Exhibit 22 if Applicable)

iii. Equipment (Aircraft)

Provide information for each offered aircraft detailing its design. Complete and submit Exhibits 9 and 23 as specified in Section J. Aircraft must meet the minimum aircraft requirements and performance specifications in Exhibit 1, Section B.3, B.5, C.5 and certifications and approvals in Section C.2.

Most recent revision of the FAA Approved Flight Manual Supplement for the retardant delivery system STC.

List additional field maintenance and or inspection requirements for the aircraft due to installation of the retardant delivery system STC that are different or more restrictive than an unmodified aircraft of the same make and model. Examples would be additional aircraft wash requirements, lubrication requirements, visual inspections, or component inspections performed while the aircraft is in field conditions by field mechanics and or flight crews. Do not identify or submit complete inspection programs, heavy checks, and maintenance task cards.

List operational limitations of the aircraft due to installation of the retardant delivery system STC that are different or more restrictive than an unmodified aircraft of the same make and model. Examples would be additional aircraft wash requirements, lubrication requirements, visual inspections, or component inspections performed while the aircraft is in field conditions by field mechanics and or flight crews. Do not identify or submit complete inspection programs, heavy checks, maintenance task cards.

iv. Equipment (Retardant Delivery System)

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Provide detailed documentation for each offered aircraft substantiating the requirements of Exhibit 21.

Submit FAA approvals of installed tanks. A weight and balance shall be submitted for the aircraft in the airtanker configuration.

List additional field maintenance and or inspection requirements for the aircraft due to installation of the retardant delivery system STC that are different or more restrictive than an unmodified aircraft of the same make and model. Examples would be additional aircraft wash requirements, lubrication requirements, visual inspections, or component inspections performed while the aircraft is in field conditions by field mechanics and or flight crews. Do not identify or submit complete inspection programs, heavy checks, and maintenance task cards.

v. Equipment (Aircraft Performance)

Provide a Load Schedule Chart for operation out of each airtanker base listed in Exhibit 10.

The NWCG Airtanker Base Directory containing the current list can be accessed through the National Interagency Fire Enterprise Geospatial Portal. Due to the size and weight of offered aircraft, some aircraft will not be able to operate from all agency established bases.

Provide a complete list of the airtanker bases listed that you cannot operate out of with 2.5 hours of fuel and contract retardant load per B-4 and C-8(c) using the Load Schedule Chart reference above. Describe the operational limitations at those bases you cannot operate from. E.g., elevation, short runway, density altitude, etc.

b) Safety/ Risk Management

The contractor must provide a written submittal in response to the Safety Management System (SMS). The contractor must submit the information requested below:

Components identified in **Exhibit 13 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY**

- i) **Safety Management System Components:** The contractor's submittal should consist of implemented practices for their specific company. For purposes of this submittal, the contractor must provide written evidence and describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated and made part of the contract. Contractors are

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required to provide specific responses to the criteria provided in Exhibit 13 and provide evidence such as copies of completed audits, risk assessments, training records, organization chart, etc. Blank or sample forms are not acceptable evidence. Provide complete copy of SMS Manual and Operations Manual.

- ii) The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92B can provide the explanations and examples of the requested standards.
 - iii) Summary of Flight Hours and Accidents:
 - iv) The contractor is required to submit their total number of flight hours for the previous five years along with any NTSB reportable accidents as defined within 49 CFR 830.2. Flight hours and accidents are for all aircraft (rotor wing and fixed wing) operating under the contractors operating certificates.
 - (a) If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.
 - (b) If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.
 - v) Strategic Risk Assessment for the mechanic on board the aircraft for retardant drops C-9(j)(10)(i). A copy of a risk assessment for the mechanic on board the aircraft C-9(j)(ii).
- c) Past Performance
- i) Past Performance is a measure of the degree to which you have satisfied your customers in the past, and complied with Federal, State, and local laws and regulations. Our assessment of your past performance will be subjective, and based mainly on your reputation with your customers. Identify and submit your references with verifiable telephone numbers to support your past performance.
 - ii) When evaluating your past performance the Government may or may not contact other sources of information, including, but not limited to Federal, State, and local government agencies.
 - iii) The Government may contact your references to ask if you were:
 - a. Capable, efficient, and effective,
 - b. Performing in conformance to the terms and conditions of your contract,

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- c. Reasonable and cooperative during performance, and
 - d. Committed to customer satisfaction.
- iv) Offerors who have not obtained government contracts for airtanker services shall indicate their past experience and performance for related aviation services and includes references for which the services were performed.
 - v) Offerors without a record of past performance or for who relevant past performance information is not available will not be evaluated favorably or unfavorably. Instead, these offerors will receive a neutral rating.
- d) Organizational Experience

Organizational Experience demonstrates that you have taken the opportunity to learn by doing. Your experience is relevant when you have been confronted with the kinds of challenges that will confront you under this contract contemplated by this RFP. In addition to overall company organizational experience, address the experience of your personnel directly responsible for working under this contract.

- (1) Flight Crewmembers experience and safety record
 - (2) Detail individual crewmember aeronautical experience, training, skills, certifications, ratings, currency, proficiency, flight hours (by missions and types i.e., airtanker, leadplane), and safety/accident record, utilizing Exhibit 30.
 - (3) When detailing the above, include the how the experience supports initial attack or large fire response and capability.
 - (4) Contractor's experience and safety record
 - (5) Detail the contractor's safety, accident prevention, and training programs. Provide information on any aircraft accidents within the past 5 years and any corrective actions taken to prevent a future occurrence.
 - (6) Experience of personnel other than flight crewmembers
 - (7) Detail other organizational personnel's individual administrative and/or aeronautical experience, training, skills, certifications, ratings, currency, and proficiency.
- e) Part II- Business Proposal Instructions, Price

The daily availability rate and the flight rate will be evaluated for reasonableness (Submit schedule B and Exhibit 23 sheets).

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L-6 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

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M-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/index.html>

Federal Acquisition Regulation (48 CFR Chapter 1) Solicitation Provisions

Clause No.	Date	Title
FAR 52.217-5	Jul 1990	Evaluation of Options

M-2 EVALUATION OF CRITERIA OF PROPOSALS

Technical evaluation factors are 1) Structural Integrity, and Maintenance 2) Equipment, 3) Safety Elements, 4) Past Performance, and 5) Organizational Experience. All evaluation factors and sub-factors will be evaluated on how well they meet the solicitation specifications and stated mission.

a. Technical Criteria

1. Structural Integrity and Maintenance
 - a. Structural Integrity (OEM engineering support is preferred).
 - b. Maintenance.
2. Equipment (Aircraft)
 - a. Retardant Delivery System

i. The evaluation of this sub-criterion requires the RDS to fully meet the requirements of Exhibit 21.

b. Aircraft Performance

- i. Payload conversion is made at an average of 9 pounds per gallon of retardant. Exact payload for each individual aircraft will be computed from documented weight and balance data and the requirements of Exhibit 21.
- ii. The evaluation of this sub-criterion requires the aircraft to be multi-engine turbine powered and have a cruise speed greater or equal to 300 knots (KTAS) at 12,000 feet MSL with the maximum Exhibit 21 compliant retardant payload.

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c. Aircraft shall be fully modified, and FAA approved with STC'ed tank system.

i. Aircraft will be loaded with water at the airtanker base and perform a volume test, leak test, and drop on the ramp.

ii. Flow rates and RDS system requirements will be verified by FS personnel.

d. Aircraft status sheet showing all required maintenance due for the contract period.

e. Aircraft records that show installation and approval of all other contractually required equipment.

f. All engineering reports. Engineering analyses must account for addition of the 1% of max gross weight in additional equipment in the airtanker mission.

Within this evaluation criterion, all criterion and sub-criterion are of equal importance.

3. Safety Elements
- a. Company safety record
 - b. SMS Program

Components identified in Exhibit 13 (a) - Synopsis of Aviation Safety Program (Safety Management System (SMS) Components Questionnaire And Accident History).

c. Safety Management System Components:

The contractor's submittal should consist of implemented practices for their specific company. For purposes of this submittal, the contractor must provide written evidence and describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated and made part of the contract. Contractors are required to provide specific responses to the criteria provided in Exhibit 13 and provide evidence such as copies of completed audits, risk assessments, training records, organization chart, etc. DO NOT SUBMIT YOUR ENTIRE OPERATIONS MANUAL AS A MEANS OF SATISFYING ALL OF THE CRITERIA.

d. Summary of Flight Hours and Accidents:

The contractor is required to submit their total number of flight hours for the previous five years along with any NTSB reportable accidents as defined within 49 CFR 830.2. Flight hours and accidents are for all aircraft (rotor wing and fixed wing) operating under the contractors

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operating certificates.

- i. If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.
- ii. If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

Within this evaluation criterion, the company safety record has more importance than the SMS Program.

4. Past Performance

The Government will evaluate the following elements concerning your past performance:

- a. Capable, efficient, and effective,
- b. Performing in conformance to the terms and conditions of your contracts,
- c. Reasonable and cooperative during performance
- d. Committed to customer satisfaction.

Vendors with no recent or relevant past performance will receive a neutral past performance rating

5. Organizational Experience

The Government prefers experience supporting wildland fire operations.

- a. Pilot(s) experience record including carded initial attack pilots
- b. Firm's experience record
- c. Experience of personnel other than pilots

The Government will assess your relevant experience on the basis of its breadth and its depth. Within this evaluation criterion, the major sub-criteria are approximately equal in importance.

b. Price

Price will be evaluated by reviewing the proposed availability rates and hourly flight rates to ensure reasonableness.

Acceptability – All evaluation factors must receive at least an acceptable rating to be considered for an award. Equipment (physical and performance), Programs (SIP & Maintenance), Safety and Experience must meet the stated minimums outlined in the specifications and attachments.

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M-3 EVALUATION METHOD

The Government intends to evaluate proposals and reserves the right to award a contract(s) without discussions with offerors. Offers should be submitted initially on the most favorable terms, from a price and technical standpoint, which the offeror can submit to the Government. The source selection procedure will begin with an initial review of the proposals and continue through a technical evaluation conducted by the TEB. The TEB will rate the proposals based on the evaluation criteria identified in the SSP. The results of the TEB ratings will be presented to the CO/Source Selection Authority (SSA). The CO/SSA will conduct a price analysis. If necessary, the CO/SSA will make the price proposals available to the TEB.

The CO/SSA will determine the acceptability of the offers and establish the competitive range. If it is determined that discussions are necessary, the TEB and the CO will initiate discussions with each offeror in the competitive range. At the conclusion of discussions, if any, held with those offerors within the competitive range, the CO shall review any revised proposals and information received from the offerors in response to a request for Final Proposal Revisions, and adjust evaluation ratings, with assistance from the TEB, as appropriate.

The CO/SSA shall prepare a Recommendation for Award based upon evaluation of proposals. Award(s) will be made to those offeror(s) whose proposal is technically acceptable and whose prices are deemed reasonable. This recommendation and the supporting rationale shall be forwarded to the Program/Project Manager before being finalized. The CO/SSA determination in the Recommendation for Award will be clear and unequivocal and will be made part of the official contract record.

The Technical Evaluation Board (TEB) will evaluate each proposal strictly on its content and will not assume that performance will include anything not specified in the proposal. The evaluation will be conducted in accordance with the procedures established herein. The TEB will then assign to each evaluation criterion a final adjective consensus rating of exceptional, acceptable, neutral, or unacceptable based on the following descriptions:

- (a) **EXCEPTIONAL:** The proposal is very comprehensive, in-depth, clear and uniformly outstanding in quality. Consistently high quality performance can be expected. The proposal, as written, exceeds requirements and demonstrates an exceptional understanding of goals and objectives of the acquisition. One or more major strengths exist. No significant weaknesses exist. The risk of unsuccessful contract performance is extremely low.
- (b) **ACCEPTABLE:** The proposal meets all minimum requirements and generally is of high quality. Proposal demonstrates an acceptable understanding of goals and objectives of the acquisition. There may be both strengths and weaknesses, but the strengths outweigh the weaknesses. Deficiencies are minor and easily corrected. Proposal is acceptable as written. Satisfactory performance can be expected. The risk of unsuccessful performance is low.
- (c) **NEUTRAL:** Use this rating for the past performance factor only. Offeror(s) does not have a record of relevant past performance or information regarding past performance is not available.
- (d) **UNACCEPTABLE:** The proposal fails to meet minimum requirements. Proposal fails to

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meet an understanding of the goals and objectives of the acquisition. The proposal has one or more significant weaknesses that will be very difficult or impossible to correct. Major proposal revision(s) are required for minimum acceptability. The risk of unsuccessful performance is high.

M-4 CONTRACT AWARD

- (a) Award will be made to those offeror(s):
 - (1) Whose proposal is technically acceptable; and
 - (2) Whose prices are deemed reasonable.
- (b) The Government may reject any or all offers if such action is determined to be in the best interest of the Government.