SENSITIVE SECURITY INFORMATION

THIS DOCUMENT CONTAINS INFORMATION WHICH MUST BE PROTECTED FROM UNAUTHORIZED DISCLOSURE IN ACCORDANCE WITH THE DEPARTMENT OF AGRICULTURE REGULATION 3440-02 "CONTROL AND PROTECTION OF SENSITIVE SECURITY INFORMATION"

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SENSITIVE SECURITY INFORMATION

Form AD 1184 (1/04)

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

CONTRACT NO.: **AG-024B-B-13-5000**

ITEM #1

PROJECT: **NATIONAL CALL WHEN NEEDED**
VERY LARGE AIRTANKER SERVICES (VLAT)

CONTRACTOR:
EVERGREEN INTERNATIONAL AIRLINES, INC.
3850 THREE MILE LANE
MCMINNVILLE, OR
97128

Phone: 503-472-0011
Fax: 503-472-1048

AWARDING OFFICE:
U.S. FOREST SERVICE - CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
OWYHEE BUILDING - MS 1100
3833 S DEVELOPMENT AVE
BOISE, ID 83705-5384

MELINDA G. DRAPER
CONTRACTING OFFICER
Telephone: 208/387-5610
FAX: 208/387-5384
mgdraper@fs.fed.us

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SOLICITATION OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE	OF PAGES
▶		1	139

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
AG-024B-B-13-5000	AG-024B-S-12-9028	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	03/11/2013	

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

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 4:30 PM (C.O.B.) *(Hour)* local time 04/11/2013 *(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	B. TELEPHONE *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
▶	MELINDA G. DRAPER	(208)	387-5610		mgdraper@fs.fed.us

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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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.

In compliance with the above, the undersigned agrees, if this offer is accepted within **180** 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
	01	04/08/2013		

15A. NAME AND ADDRESS OF OFFEROR	CODE 1KFN2 FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*
	Evergreen International Airlines, Inc 3850 Three Mile Lane McMinnville, OR 97128 NINE DIGIT DUNs NUMBER: 030795413	James J Wheeler President

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
503	472-0011		☐		04-10-2013

AWARD (*To be completed by Government*)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
Item #1		

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

NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
MELINDA G. DRAPER	Melinda G Draper *(Signature of Contracting Officer)*	6-14-13

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA FAR (48 CFR) 53.214(c)

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

PART I - THE SCHEDULE

B.1 PRICING AND ESTIMATED QUANTITIES

The intent of this solicitation and any resultant Call When Needed (CWN) Basic Ordering Agreement(s) (BOA) is to obtain Very Large Airtanker (VLAT) services for wildland firefighting on a nationwide basis. Due to the nature of the requirement, quantities cannot be accurately estimated. Many variables determine the severity and length of any given fire season, including weather and local or regional long-term climate trends such as drought and unusual wet periods. Due to the nature of the requirement, quantities to be ordered cannot be accurately estimated. The Government's hypothetical quantities are based on historical average use during the last two years (2011-2012). The historical average number of days used per year is 28 with an average of 4 hours of flight time per day. The average number of gallons of retardant delivered was 1,000,000 per year.

The effective period of the resultant agreement(s) will be for three years from date of award. An annual review will be conducted and at that time, Vendors will be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement will remain in effect for the next year.

Offeror's proposed fixed-price rates shall include all labor, equipment, materials, State and Federal taxes, insurance coverage, overhead and profit. Care should be taken to provide a separate Technical and Business/Price Proposal in accordance with the solicitation instructions in Sections L and M. The Technical and Business/Price proposals shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other.

Offerors must complete Section B.2, Schedule of Items, for the Base Year for which the Offeror wishes to be considered. The Government intends to award up to three (3) aircraft. Offerors may submit offers for any or all of the line items included in the Schedule of Items. The Government reserves the right to award all, none or any combination of the items in the schedule of items. Offerors shall state the total maximum number of aircraft they are able to offer.

In the attached Schedule of Items, Line Items 1 through 3 are for pricing of aircraft with the Government furnishing the retardant through Government operated bases. Line Item 4 is for the pricing of the retardant base when the Vendor is furnishing a turnkey operation of support for the aircraft and retardant base. This price will exclude cost of retardant delivered into the aircraft. (The Government will provide retardant in both cases).

The Offeror must propose aircraft with daily availability rate and hourly flight rate as listed in Section B.2 Schedule of Items. The Offeror shall provide a list of Government airtanker bases from which they are capable of operating in accordance with Section L. The Interagency Airtanker Base Directory containing the current list can be purchased at the Great Basin Cache Supply Office. Refer to Item No. NFES-2537 (Fax Number 208-387-5573). As a minimum, the bases listed in Appendix 8 shall be considered. Due to size and weight of offered aircraft, such aircraft will not be able to operate from all agency established bases. The Offeror shall provide a list of turnkey operational locations, from which they will have agreements to operate, are capable of loading mixed retardant, and will provide servicing of the aircraft.

The Offeror must propose a daily rate for all items necessary in Item No. 4, for the logistical support to sustain a retardant base turnkey operation, which may include, but are not limited to the following: land use agreements, facilities, ground crews, water, approved retardants, chemicals, fluids and ground equipment.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.2 SCHEDULE OF ITEMS

Item No. 1

Tanker N-Number	Tanker Number	Tanker/Make/Model		
N479EV	979	B747-123		
Item 1.A Daily Availability Rate*	Unit Price (1 to 14 Days)**	Unit Price (15 to 35 Days)**	Unit Price (36 or more Days)**	Average***
Base Year (2013)	$75,000.00	$75,000.00	$75,000.00	$75,000.00
Item 1.B Hourly Flight Rate (Dry)	Unit Price** (1 to 30 Hours)	Unit Price** (31 to 71 Hours)	Unit Price** (72 or more Hours)	Average***
Base Year (2013)	$12,000.00	$12,000.00	$12,000.00	$12,000.00

Item No. 2

Tanker N-Number	Tanker Number	Tanker/Make/Model		
Item 2.A Daily Availability Rate*	Unit Price (1 to 14 Days)**	Unit Price (15 to 35 Days)**	Unit Price (36 or more Days)**	Average***
Base Year (2013)	$	$	$	$
Item 2.B Hourly Flight Rate (Dry)	Unit Price** (1 to 30 Hours)	Unit Price** (31 to 71 Hours)	Unit Price** (72 or more Hours)	Average***
Base Year (2013)	$	$	$	$

Item No. 3

Tanker N-Number	Tanker Number	Tanker/Make/Model		
Item 3.A Daily Availability Rate*	Unit Price (1 to 14 Days)**	Unit Price (15 to 35 Days)**	Unit Price (36 or more Days)**	Average***
Base Year (2013)	$	$	$	$
Item 3.B Hourly Flight Rate (Dry)	Unit Price** (1 to 30 Hours)	Unit Price** (31 to 71 Hours)	Unit Price** (72 or more Hours)	Average***
Base Year (2013)	$	$	$	$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

* Daily Availability Rate includes 9 hour work days. 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 $45.00 per hour for each authorized flight crew member and each authorized mechanic.

** Contractors shall propose daily availability and flight rates, as identified above, based on the actual amount of daily usage and flight hours the aircraft receives throughout the year. For example, the Contractor will be paid the daily availability price proposed for days 1 through 14. When the Contractor reaches day 15, the Contractor will be paid the daily availability price proposed for days 15 to 35 and so on. The same concept applies to the hourly flight rate.

*** The Average price will be used to determine the Total Evaluated Price for award purposes only.

The following will be used for price evaluation for Items 1 through 3. The hypothetical quantities are provided for price evaluation purposes only and do not represent any actual quantities to be ordered. The hypothetical total number of days for Availability is 30 per year and a total of 120 Flight hours per year. The following formula will be used to determine Total Evaluated Price for agreement establishment purposes:

(30 days x Average Daily Availability Rate) + (120 hours x Average Flight Rate) + (Fuel Cost) = Total Evaluated Price

Fuel Cost = ([Hourly Fuel Consumption x 120 hours] x $5.81 per gallon of Jet-A Fuel)

Note: Jet-A Fuel is established at $5.81 per gallon based on the February 2013 Government Fuel Survey. The price for Jet A fuel will be adjusted each time the Government conducts a new survey.

Example: Average Daily Availability Rate of $20,000. Average Hourly Flight Rate of $5,000. Hourly Fuel Consumption of 2,000.

(30 days x $20,000) + (120 hours x $5,000) + ([2,000 x 120 hours] x $5.81) = $2,594,400 Total Evaluated Price

Prices proposed for Item 4 will be evaluated for price reasonableness. Item 4 will not be considered in the Grand Total Price for evaluation purposes.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

Item No. 4

Retardant Base Turnkey Operations	Base Year (2013)
4.A Daily Rate (includes all equipment, labor and travel):	**$5,750.00**
4.B Additional retardant storage tank/day	**$500.00**
4.C Water tender/day	**$1550.00**
4.D Water storage (pumpkin)/day	**$250.00**
4.E 4" water pump station/day	**$225.00**
4.F 500 feet of additional lay-flat hose (2.5", 3" or 4")/day.	**$250.00**
4.G One rental vehicle (rate/mile).	**$1.25**
4.H 14 Day Crew Rotation fee/each	**$2,500.00**

Transportation of the retardant plant, to and from its home or preposition location, will be billed at actual costs. Estimated costs will be provided on the daily summary.

Mixed retardant delivered into the aircraft will be invoiced by the retardant contractor directly to the Government.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 OFFERED AIRCRAFT REQUIREMENTS

The payload weight is based on an average of 9 pounds of mixed retardant per gallon. The minimum acceptable payload for this solicitation is 8,000 gallons of mixed retardant at Sea Level and ISA plus 30 degrees Fahrenheit. The airtanker will be expected to carry its maximum mixed retardant payload from all assigned work locations (AWLs). The following payloads shall be the "maximum" mixed retardant payloads. Payloads will not be exceeded and equate to the following:

Offered Aircraft						
Tanker N-Number	**Tanker # (If assigned)**	**Tanker Make/Model/Serial #**	**Payload [1]**	**Normal Operating Wt.**	**Cruise (KIAS) [2]**	**Hourly Fuel Consumption**
N479EV	979	B747-123	174,600	624,000	420	28,000

[1] Exact payload for each individual aircraft will be computed from documented weight and balance data using IAB Criteria. Payload conversion is made at an average of 9 pounds per gallon of mixed retardant. Aircraft will be expected to carry its maximum mixed retardant payload.

[2] Cruise speed is based on maximum payload on board utilizing cruise power or maximum speed restriction by the Supplemental Type Certificate (STC). Cruise speed is computed at 18,000 feet MSL and as required to maintain best speed without exceeding manufacturer or FAA operating limitations. Offeror shall describe the fuel flow and conditions for the submitted cruise speed. Multiple speeds based on response distance may be provided but no more than 3 distances may be provided.

B.4 OFFERORS MAY QUALIFY THEIR OFFER BY INDICATING THE MAXIMUM NUMBER OF AIRCRAFT THEY ARE ABLE TO OFFER.

Total number of aircraft being offered: _____1_____

B.5 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.

(2) Flight crew.

(3) 2½ hours of fuel computed at the cruise rate specified in B-3.

(4) Miscellaneous Contractor/Flight Crew items carried aboard the aircraft.

(5) Contracted retardant weight.

(6) Weight reduction placed on the aircraft by the FAA for the tank installation (if applicable).

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

(b) Takeoff and Landing

Offered aircraft, in accordance with the manufacturer's normal Takeoff configuration (using appropriate performance charts) shall be capable of accelerating on all engines to the manufacturer's or FAA approved **Decision Speed** (V1), experience a failed engine, and either continue to accelerate to take-off with a failed engine within the remaining runway, or come to a complete stop on the remaining runway plus stopway if applicable.

(1) The aircraft accelerate-stop distance shall not be greater than the length of the runway plus the length of the stopway (if present).

(2) Aircraft shall be capable of accelerating on all engines Decision Speed to Take-off Safety Speed and lift-off within 80% of the effective takeoff length at sea level @ ISA plus 30 degree Fahrenheit. **Take-off Safety Speed** (V2) is defined as the manufacturer's or FAA-approved speed at which one engine inoperative climb performance can be achieved.

(3)The aircrew shall make the final decision as to whether or not the aircraft shall land loaded. At any time during an emergency or when adverse conditions make safe landing uncertain the pilot may drop all or part of the load as the pilot deems necessary (Section G-4, a).

(4) In the event of a cancelled or aborted mission, retardant shall be off-loaded if required for maintenance. If off-loading capabilities do not exist and off-loading is required, the load shall be jettisoned in a designated area. Contractors shall submit information and an explanation regarding when offloading is required.

B.6 AIRCRAFT/RETARDANT TANK(S)

Offered aircraft shall be Interagency Airtanker Board (IAB) approved 45 days prior to airtanker inspection.

B.7 FLIGHT CREWMEMBERS

Flight crewmembers shall be FAA qualified, FAA current, proficient, and approved for their assigned crew position.

B.8 BASIC COVERAGE

Six (6) consecutive days are ON duty and one (1) day is OFF duty per week; or if requested by the government, 12 days ON duty and two (2) days OFF duty. Days OFF are not compensated. Seven (7) day coverage may also be offered and the 7^{th} day will be paid at the same availability rate.

B.9 STANDBY HOURS

Crew and Aircraft must standby the first 9 hours of each day ordered by the Government.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.10 EXTENDED STANDBY RATE

Hours of standby in excess of the first 9 hours may be ordered by the Government. The extended standby rate is $45.00 per hour per authorized Flight Crewmember and authorized mechanics. The maximum total daily hours will not exceed 14. (See Section G-6)

B.11 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 2004).

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT

(a) The intent of this solicitation is to secure Call-When-Needed (CWN) firm-fixed price Basic Ordering Agreement(s) (BOAs) for Very Large Airtanker (VLAT) services operated by qualified personnel and equipped to meet the specifications of this request for proposals (RFP). The Forest Service intends to use these VLAT services in delivering large volumes of retardant to support actions on emerging wildland fires in the extended attack phase and for Large Fire Support (LFS). These VLATs will be required to have a minimum tank capacity of 8,000 gallons that will deliver long term retardant to active wildland fires. Once the Government activates VLAT services, the VLAT shall be made available for the exclusive use of the Government.

(b) The Government requires the use of one or more very large airtanker(s) (255,000 lbs. or greater Gross Certified Take-Off Weight) with a minimum retardant tank capacity of 8,000 gallons of mixed retardant that can be dispatched to wildland fires throughout the western United States. After aircraft is activated and on site ready for dispatch, aircraft must be capable of responding to a resource order within 30 minutes after receiving the dispatch.

(c) Airtankers will be dispatched nationwide and assigned a designated Contracting Officer's Representative for contract administration oversight. The COR may not be on site at all times.

(d) All services provided under this agreement 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 as well as adherence to the USFS Aviation Management 5700 Manual by all personnel engaged in airtanker operations. The USFS Aviation Management 5700 Manual can be obtained at the following internet address under publication: http://www.fs.fed.us/fire/aviation/av_library/index.html

(e) Contractor shall ensure that its personnel shall conduct themselves in a professional and cooperative manner.

(1) Performance of these services may involve work and/or residence on Federal property (National Forests and National Parks, etc.). Contractor 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.

(2) Contractor personnel shall perform effectively, cooperate in the fulfillment of the required specifications, be willing able to adapt to field living conditions. If the Contractor fails to provide employees that can comply with the terms of this agreement the CO can treat the failure as a breach, issue a stop work order if needed, and proceed with steps to discontinue the agreement(s).

(3) The CO shall notify the Contractor of any specifics of the unsatisfactory conduct and/or performance by Contractor personnel. The determination of unacceptability is at the sole discretion of the CO. The Contractor shall replace unacceptable personnel.

(f) 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.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.2 CERTIFICATIONS AND APPROVALS

(a) Aircraft shall conform to the approved type design, be maintained and operated in accordance with Type Certificate (TC) requirements and applicable Supplemental Type Certificates (STC's) except those requirements specifically waived by the CO. The aircraft shall be maintained in accordance with their FAA approved maintenance program.

(b) Contractors shall be currently certificated to meet Title 14 of the Code of Federal Regulations, Part 137 (Agricultural Aircraft Operations). Any aircraft offered shall be listed by make, model, series, and registration number on the Operator's Certificates.

(c) Operators who hold a 14 CFR Part 137 Operator's Certificate and operate airtankers over 255,000 pounds gross certificated take-off weight are required to use 14 CFR Part 145 Certificated Repair Stations with the appropriate ratings for the aircraft and equipment offered, for all inspections required by Exhibit 2, Structural Integrity Program (SIP), manufacturer required inspections and all major repairs.

(d) Aircraft shall be capable of 14 CFR Instrument Flight Rules (IFR) operations in accordance with applicable parts of 14 CFR.

(e) Any modification or alteration to the tank system that may alter the San Dimas Technology Development Center (SDTDC) retardant coverage test results shall be approved by the Interagency Airtanker Board (IAB) prior to airtanker inspection.

(f) Any modification or alteration to the aircraft, which affects the aircraft performance, flight characteristics, or operational limitations, must be approved by the IAB prior to use under this agreement.

C.3 GOVERNMENT PROPERTY INSTALLATION OPERATIONS SERVICES

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 52.245-2 (JUN 2007).

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.

(b) The Contracting Officer shall designate a COR who will provide day-to-day oversight management, tracking, and process payments of the agreement when requirements are requested. Additional Project Inspectors (PIs) may also be assigned to assist with oversight at primary operating locations. The COR or PI on location will verify aircraft status with the contractor and communicate all dispatches to the designated company representative.

(c) 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. Primary contact at NICC and the GACC will be the Center Manager. NICC and the GACC will ensure a LP or ASM is assigned for each operation.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.5 AIRCRAFT REQUIREMENTS

(a) General

Aircraft shall have been issued a Standard or a Restricted Category Airworthiness Certificate and shall meet one of the following:

(1) Federal Aviation Administration (FAA) Type Certificate (TC)/Supplemental Type Certificate (STC) as applicable that allows for the dropping of retardant on wildland fires (i.e. aerial dispersant of liquids); or

(2) Original Equipment Manufacturer's (OEM) approval for the aircraft for aerial dispersant of liquids and OEM Structural Integrity Program in the firefighting role.

(b) Condition of Equipment

(1) Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Fluid leaks shall be within manufacturer's specified limits.

(2) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility.

(3) The exterior finish shall be clean, neat, and in good condition. Low-visibility paint schemes are unacceptable (see Exhibit 7).

(4) If the aircraft has been used to disperse pesticides or herbicides it shall be supplied clean and odor free. The retardant tank(s) shall be cleaned in accordance with Federal Insecticide Fungicide Rodentacide Act (1969) (FIFRA) Regulations.

(c) Basic Aircraft and Fire Equipment

Aircraft shall be equipped with the basic equipment required by 14 CFR and the equipment listed in Exhibit 1 of this agreement.

(d) 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.

(2) Equipment stored in the aircraft shall be securely stored to prevent movement in flight.

(3) All mission essential equipment shall be documented in the aircraft weight and balance records.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.6 AIRCRAFT MAINTENANCE

(a) General

(1) A 14 CFR Part 145 Certificated Repair Station with the appropriate ratings for the aircraft and equipment offered, will be used for all inspections required by Exhibit 2, Structural Integrity Program (SIP), manufacturer required inspections and all major repairs.

(2) Aircraft shall be maintained in accordance with all applicable 14 CFR requirements, manufacturer's Service Bulletins (SBs) or military Time Compliance Technical Order (TCTO) that are a safety of flight item or identified by an Airworthiness Directive (AD) note and shall be complied with during the period of the contract performance.

(3) Special equipment and/or modifications of the aircraft to meet the specifications of this agreement shall be inspected, repaired, and altered in accordance with 14 CFR requirements and manufacturer's recommendations or engineered data and, if required, be FAA approved.

(4) Unless authorized by an approved Minimum Equipment List (MEL), except as indicated in CFR 14 Part 91.213 (d) aircraft shall not be approved or used if any accessory or instrument is inoperative. Equipment required by this agreement may not be inoperative by MEL unless allowed by clause in the agreement.

(5) All components including airframe, engines, and propellers with life, overhaul, "time change" or inspection limits shall be replaced/overhauled/inspected (as applicable) upon reaching the manufacturer's (or equivalent) recommended time. Manufacturer's recommended times may be published in manufacturer's Service Bulletins, Airworthiness Limitation Section (ALS), or an OEM equivalent document such as an ALS approved on an FAA Form 8110-3. Life-limited components may never be extended. Aircraft operated with components and accessories on approved FAA extension programs are acceptable, provided the Contractor who provides the aircraft is the holder of the extension authorization (not the owner if the aircraft is leased), and the aircraft is operated in accordance with the extension.

(6) Performance under this agreement may subject the aircraft engine to frequent smoke, sand, and dust ingestion. All aircraft shall comply with the erosion inspection procedures at the recommended intervals in accordance with the engine operation and maintenance manual for the contracted aircraft.

(7) Maintenance of aircraft shall be recorded in accordance with 14 CFR Part 43 and Part 9, and Part 145 including aircraft time-in-service. An example of acceptable aircraft maintenance records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.

(8) A flight log similar to that required by 14 CFR 135.65(a) shall be kept with the aircraft. The log will contain the minimum items identified in Section J, Exhibit 16 and 18.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(9) Aircraft records, manuals and/or status sheets shall be available in the field to agency inspectors sufficient to determine current aircraft inspection, overhaul and life-limited component status. See Section J, Exhibit 17.

(10) Aircraft shall have been weighed configured as an airtanker within 36-months prior to the start of the airtanker inspection. An equipment list shall be available for each offered aircraft. The aircraft shall also be weighed following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft or when the maximum landing weight changes by +/-0.5% or more, unless a weigh change log is maintained between weigh requirements to evidence changes in the weight and balance program for the specific aircraft.

(11) All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24-months of weighing. The certifying agency shall be an accredited weights and measures laboratory.

(12) 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 serious failure, malfunction, or defect of an article, per 14 CFR 145.221 or maintenance deficiency identified in 14 CFR Part 21.3(c), or as requested by the government for what it considers a reportable/significant discrepancy. A copy of this report shall be submitted by fax or email to the USFS Contracting Officer within 24 hours of discovery.

(b) Structural Integrity Program (CAP)

The Contractor shall operate the aircraft in accordance with a Structural Integrity Program (SIP) that meets the requirements of Section J, Exhibit 2. This Exhibit contains critical information and details regarding engineering, maintenance, inspection, and data collection and monitoring required by the SIP.

(c) Engines

(1) The maximum time since rebuild or time since overhaul permitted on any engine installed on a contract airtanker shall be:

Turbojet Not to exceed manufacturer's recommendations.

(2) At the start of the agreement period, each engine shall have at least 100 hours time remaining before any overhaul or hot section inspection and shall be "backed-up" by a substitute engine having more than 100 hours time remaining and installed in a QEC (Quick Engine Change) unit.

Note: QEC unit is defined as the engine complete with engine mount, accessories, and the necessary wiring and tubing assembled in such a manner that it can be installed on the aircraft in a minimum amount of time. A QEC unit need not have the cowling installed to be a complete unit. Maintenance records that meet 14 CFR Part 91 shall be kept with the QEC unit.

(3) Following engine damage resulting in metal contamination of the engine's lubrication system, the following items shall be accomplished before the aircraft is approved for return to service (applicable only to contaminated parts):

(i) All engine accessories shall be removed and replaced with new, overhauled, rebuilt or serviceable units certified as airworthy by an appropriately-rated person. (14 CFR Part 43.7).

(ii) Any additional inspections or maintenance required by either the airframe or engine manufacturer shall be accomplished.

(4) Engine records shall be certified by an appropriately-rated person (14 CFR Part 43.7) or military authority; and shall be made available for inspection upon request. Engines removed from storage (unsealed - 2 years; sealed - 5 years, or greater) shall be inspected for rust and corrosion, compliance with ADs, and certified to be in an airworthy condition by a certified repair facility prior to entering service.

(d) Parts

Replacement parts shall have approved FAA**,** Military or OEM documentation. Parts that have been rebuilt, overhauled, inspected, modified, repaired, or tested should 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.

(e) Maintenance Flights

A functional maintenance flight shall be performed in accordance with the requirements of the FAA-approved maintenance manual. Results of the maintenance flight shall be recorded in the maintenance records and reported to a USFS Maintenance Inspector before the aircraft is returned to availability.

C.7 CONTRACTOR FURNISHED AVIONICS SYSTEMS

The Contractor shall comply with Section J, Exhibit 3 during performance of any accepted orders.

C.8 CONTRACTOR FURNISHED RETARDANT BASE (WHEN ORDERED)

(a) The Contractor shall mix, store, and load long-term fire retardant meeting USDA Forest Service Specification 5100-304c Long-Term Retardant, Wildland Firefighter (as amended) into airtankers or as directed for use in suppression of wildland fires. The contractor shall provide personnel necessary for operating the retardant base as specified herein.

(b) The supplying of mixed retardant, provided by the Government, into the aircraft shall include all equipment, labor, and retardant materials necessary for the handling of the retardant.

(c) Due to the sporadic nature of fire activity, the Government does not guarantee placement of any orders.

(d) Contractor will utilize fully qualified Long-Term Fire Retardant product listed on the Qualified Product List (QPL) during performance from the FOB Origin Basic Ordering Agreement (BOA) and comply with retardant lot acceptance and quality assurance standards. The Qualified Product List can be obtained at the following internet address:
http://www.fs.fed.us/rm/fire/documents/qpl_r_r.pdf

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C.9 CONTRACTOR FURNISHED PROPERTY

(a) The Contractor shall furnish all equipment (including a mass flow meter) and personnel necessary to supply, mix, recirculate, store and load fire retardant into the aircraft or as directed.

(b) The Contractor shall provide continuous flow or batch mixing equipment:

(1) Equipment includes, but is not limited to, retardant dispensing pump capable of 800 GPM with a load time of < 20 minutes, above ground pipe, manifold, fittings, hose, valves and adapters necessary to mix and load aircraft to meet minimum requirements. Additional storage with minimum capabilities of 12,000 gallons of mixed retardant with sufficient containment and appropriate containment for overall retardant plant operations.

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

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

(4) The Contractor shall provide instruments (i.e., Refractometer, Marsh Funnel) and material needed to measure specific gravity and viscosity of retardant solutions.

C.10 REMOVAL OF CONTRACTOR-FURNISHED PROPERTY

(a) Retardant or retardant components remaining at the end of each agreement period (each year) must be removed at the Contractor’s expense within 30 days of issuance of a modification requesting equipment removal.

(b) Equipment furnished by the Contractor must be removed by the Contractor within 30 days of completion of the activation.

C.11 GOVERNMENT’S RESPONSIBILITIES

(a) Lot Acceptance and Quality Assurance (LAQA). This program is the Forest Service's means of spot-checking the various retardants used by different bases and assuring that a high standard of quality is maintained by the retardant manufacturer and the agency tanker bases.

(b) Forest Service will provide one (1) person to do initial LAQA at startup and then work with mobile plant personnel on LAQA processes and procedures.

(c) Retardant Use Report (RUR) (See Section J, Exhibit 19) will be completed by the Government representative overseeing the portable base operations. It is the responsibility of the Government representative to submit this report.

(d) At base closure, for informational purposes, it is the responsibility of the Government representative to report to Missoula Technology and Development Center (MTDC), Wildland Fire Chemical Systems (WFCS) retardant use for the base.

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C.12 TECHNICAL REQUIREMENTS

(a) Retardant must be qualified and approved for use at permanent bases (See Qualified Products List of approved fire chemicals, and Section I, Qualification Requirements, Federal Acquisition Regulations 52.209-1).

(b) All aircraft shall be loaded to their established load capacity or as directed by the Contracting Officer.

(c) The Contractor shall provide continuous flow loading capabilities for retardant delivery into the aircraft and any storage capacity necessary, when required.

C.13 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 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.

(c) Examples of Unacceptable disabling systems are:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

C.14 OPERATIONS

(a) General

Regardless of any status as a public aircraft operation (PAO), the Contractor shall operate in accordance with 14 CFR Part 91 and each certification required by this agreement unless otherwise authorized by the CO.

(b) 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 Pilot 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.

(c) Flight Equipment

The Contractor shall comply with Section J, Exhibit 4, Flight Equipment during performance of any accepted orders under this agreement.

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(d) Flight Plans

Pilots shall file, open, and operate on a FAA, International Civil Aviation Organization (ICAO), or an agency approved flight plan for resource ordered flights. Contractor flight plans are not acceptable. FAA Flight plans should be filed prior to takeoff when possible.

(e) Flight Following

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

(f) Retardant Loading

(1) Airtankers shall normally not be fully loaded with retardant until dispatched to a fire.

(2) 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.

(g) Retardant Drops

(1) Qualified Airtanker Captains (AKP) are non-initial attack qualified and are not authorized to drop retardant on fires unless a LP or ASM is over the fire and supervises the drop.

(2) Retardants shall be dropped as accurately as possible on the designated target areas of the fire. Minimum drop height for a VLAT is 200 feet above the ground or canopy cover (whichever is higher) with a target delivery of 250 feet above the ground or canopy cover.

(3) To reduce the hazards of airtanker retardant drops in the early morning and late afternoon hours, the following limitation shall apply. This limitation applies to the time the aircraft arrives over the fire, NOT to the time the aircraft conducts retardant drops.

(i) Normally, airtankers shall be dispatched to arrive over a fire not earlier than 30 minutes after official sunrise and not later than 30 minutes before official sunset.

(ii) Airtankers may be dispatched to arrive over a fire as early as 30 minutes prior to official sunrise and as late as 30 minutes after official sunset provided a LP or ASM and the Airtanker Captain has determined that visibility and other safety factors are suitable for dropping retardant.

(4) Airtankers shall not drop retardant during periods outside of civil twilight (Alaska Only).

(5) Only crewmembers authorized by the CO as essential to the mission are authorized to be aboard an airtanker during fire missions.

(6) The CO may authorize personnel for performance of work (i.e. ferry flights) to fly aboard airtankers.

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(h) Crew Members

(1) Only those personnel essential to a mission flight shall be on board the Airtanker during actual fire missions. The only exception shall be the limited authorization of Contractor designated check pilots, Contractor employed aircraft mechanics, Leadplane Pilots and trainees and Government designated technical inspectors. Authorizations for Contractor employees shall be on a limited basis and by approval of the Contracting Officer. Other Government employees will require documented risk assessment and written approval from the Deputy Chief State and Private Forestry prior to flying on 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 and radio monitoring capability.

(2) Only the following personnel with listed qualifications and under the conditions as stated may be authorized as an additional crewmember.

(i) Chief Check Pilot (Contractor)

(A) FAA type-rated in the aircraft to be flown.

(B) Shall have current designation as Check Pilot from Contractor.

(C) Shall have current Agency Qualification Card.

(ii) Flight Engineer (Contractor)

(A) Shall have current authorization from Contractor.

(B) Shall have current Agency Qualification Card.

(iii) Aircraft Mechanic (Contractor)

(A) Shall have current authorization from Contractor before riding in aircraft.

(B) Shall have current authorization from the Contracting Officer or Contracting Officer's Representative.

(iv) Authorized Aircraft or Pilot Inspector (Government)

(A) Shall have current authorization from Contractor and Pilot-in-Command before riding in aircraft.

(B) Shall have current authorization from the Contracting Officer.

(v) Authorized Airtanker Lead Plane Pilot/Airtanker Lead Plane Pilot Trainee (Government)

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(A) Shall have current authorization from Contractor and Pilot-in-Command before riding in aircraft.

(B) Shall have current authorization from the Contracting Officer.

(vi) Other Personnel - Ferry Flights

Contractor personnel essential to the Airtanker for the performance of the work may be authorized in advance by the Contracting Officer to be on board ferry flights to bases and return when the Airtanker is not dispatched to a fire mission.

C.15 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 for handling and clean-up of fuel, oil, and retardant contamination 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 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 and spill-reporting authority.

(e) The Contractor is responsible for aircraft wash down. Water will be available at Government airtanker base facilities for Contractor's use. All costs associated with moving the VLAT to accommodate wash down restrictions shall be the responsibility of the Contractor.

(f) When the load of retardant mixture is accidentally or carelessly dropped while on the ground the contractor shall follow Environmental Protection Agency (EPA) standard reporting procedures and is responsible for and must coordinate cleanup.

(g) The Contractor is not relieved from compliance with Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) rules and regulations while under performing under any accepted orders under this agreement.

C.16 PERSONNEL

(a) Pilot Background Investigations: NACI (National Agency Check with Inquiries), MBI/BI (Minimum/Background Investigations).

(1) Upon 14 days from the establishment of a Basic Ordering Agreement the Contractor shall furnish the following information to the Personnel Security Specialist/Assistant by fax to (866) 377-7004, secure email, or telephone 505-944-4783/4791. If information is

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faxed, please contact the security specialist/assistant. The following information is required for each pilot to be reviewed:

(i) Complete name (first, middle, last)

(ii) Date of birth

(iii) Place of birth (City, State and Country if not in the United States)

(iv) Social Security Number or Canadian SSN (Please indicate if SSN or S.I.N.)

(v) Working contact phone number

(vi) Contractor email address will be provided

(vii) Complete mailing address

(2) Once the information is received, the applicant will be sent an email with the information needed to access the secure on-line database system and to complete the additional required documents. Two sets of fingerprints on SF Form 258 must be provided. These cards can be obtained by contacting Personnel Security at one of the two numbers mentioned above. When completing the Electronic Questionnaire, the final three signature pages, fingerprint charts and any additional required documents must be Mailed or FedEx'd to Personnel Security, 4000 Masthead St NE, Mailstop 311, Albuquerque, NM 87109 within 14 days of email notification by the Personnel Security Specialist/Assistant. A paper version of the SF-85P will not be accepted. Costs incurred by the Contractor for the preparation of the information and documentation for these investigations shall be paid by the Contractor. The cost of the Government's performance of the background investigation for up to two crews per aircraft shall be paid by the Government. The cost of the Government's performance of additional background investigations shall be paid by the Contractor.

(3) Contract pilots will be permitted to work under the initial agreement establishment period while the initial background investigation is being conducted. Contractor pilots must receive a favorably adjudicated Minimum Background Investigations (MBI) in order to continue operating. If a pilot fails to meet this requirement that pilot shall be removed and replaced immediately.

(b) Crewmember Approvals

(1) The Contractor shall submit a completed Airplane Pilot Qualification Application for each Flight crewmember. At the discretion of the Government, crewmembers may be required to complete a competency and mission proficiency check. The check shall be conducted in a Government-approved 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.

(3) Pilots will be evaluated in accordance with the Interagency Airplane Pilot Practical Test Standard Guide. The most recent guide can be found at:
http://amd.nbc.gov/library/handbooks/IAPracticalTestStandars.pdf

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(c) 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 the accepting any orders under the agreement.

(2) Valid Class II FAA Medical Certificate

(3) Current authorization from Contractor

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

(1) Commerical Pilot Airplane Certificate with Instrument and Multi-Engine rating.

(2) Valid Class II (or Class I) FAA Medical Certificate.

(3) AKC shall meet requirements of 14 CFR Part 61.55 and 61.56.

(4) Proof of having reviewed the USFS Airtanker Pilot Training Program and/or completion of the NAFA course annually.

Pilot-In-Command (Airplanes)	800 hrs
Pilot hours in the preceding 12-months	100 hrs[1]

[1] Or performed as an AKC in the past 12-months on a minimum of 10 dispensing sorties or received a Type rating (or PPE) in the make and model to be flown in the past 12-months. Pilots previously designated as AKC but with a break in performance who 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 annual pilot approval process.

(e) Airtanker Pilot-In-Command (AKP) Minimum Requirements

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

(2) Valid Class II (or Class I) FAA Medical Certificate.

(3) Proof of completion of annual simulator training 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 having reviewed the USFS Airtanker Pilot Training video annually and completion of the National Aerial Firefighting Academy (NAFA) course every 3 years. Contractors may propose online courses from the Interagency Aviation Training to substitute for reviewing the airtanker video.

(5) PICs shall meet 14 CFR Part 137.53 congested area requirements. (Pilots not meeting this requirement may be issued an AKP card provided the limitation is noted on the card by the Airtanker Pilot Inspector and a qualified AKI is assigned to every mission).

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(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 as per 61.57 (a)(3), (b)(2), (c)(1) and (d)(1)(ii), and as per 61.58(e).

(7) At the CO's discretion, pilots shall pass a competency and mission proficiency check in make and model aircraft, conducted over typical terrain.

(f) AKP Experience

Pilots shall have accumulated the **minimum** flight hours listed below. Very Large Airtanker Captains are expected to be highly experienced in the aircraft and have considerably more experience than the minimum flight time requirements. Flight hours shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the CO.

Pilot (Total Time) ..... 1500 hrs
Pilot-In-Command (Airplane) ..... 1200 hrs
Pilot-In-Command Breakdown
An unrestricted type rating in the make and model to be flown.
Time shall be accumulated after the issuance of the type rating ..... 100 hrs [1]
Category (airplane) and class (multi-engine) to be flown ..... 100 hrs
Multi-engine aircraft over 12,500 pounds, if applicable (except for time credit note) time shall be accumulated after receiving type rating) ..... 100 hrs [2]
During preceding 12-months (Airplanes) ..... 100 hrs [3]
Instrument (50-hrs Actual) ..... 75 hrs
Night flying to include at least 3 takeoffs and landings to full stop during the 90-days preceding annual pilot approval in category and class over 12,500 lbs. ..... 100 hrs
Typical terrain (mountain and low-level) ..... 200 hrs
During 60 days prior to annual agency Pilot Inspection
In make and model, to include 5 takeoffs and landings performed from the left seat ..... 5 hrs
Complete mission training flights by demonstrating and documenting proficiency in dropping a minimum of two full loads of water to a Contractor designated mission training pilot.
(See Section J, Exhibit 20) ..... 2 hrs

Demonstrate dropping one full load of water in typical terrain under the observation of an Airtanker Pilot Inspector in the make and model of airtanker to be flown as required.

[1] The 25-hours of PIC required shall have been within the past 5-years 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 to 10-hours provided the pilot holds an Initial Attack (AKI) rating and completes training in maneuvers simulating airtanker operations.

[2] Pilots who have flown as SIC in multi-engine airtanker operations may count 50% of that time toward the 100-hours PIC requirement (left seat) to a maximum of 50-hours; or

[3] Or performed as Airtanker Pilot during preceding 12-months.

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

(1) Commerical Pilot Airplane Certificate with Instrument and multi-engine rating.

(2) Valid Class I or II FAA Medical Certificate.

(3) AKC shall meet requirements of 14 CFR Part 61.55 and 61.56.

(4) Proof of completion of the USFS Airtanker Pilot Training Program annually, IAT course group listed in B.6 above or the NAFA course within the last 3 years.

Pilot-In-Command (Airplanes) ..... 800 hrs

Pilot hours in the Preceding 12-months ..... 100 hrs [1]

[1] Or performed as an AKC in the past 12-months; or received a Type rating in the make and model to be flown in the past 12-months, or pilots previously designated as AKC but who have not acted in that capacity during previous 36-months, shall demonstrate their ability in flight aboard the aircraft to a designated Airtanker Pilot Inspector during the annual pilot approval process.

(h) Flight Engineer (FE)

(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 performance under any accepted orders under the agreement.

(2) Flight Engineers who meet FAA FE currency requirements and also maintain currency and approval as an airtanker pilot in command under this agreement are not required to meet the minimum of 5 hours within 60 days as stated above.

(3) Valid Class I or II FAA Medical Certificate.

(4) Current authorization from Contractor.

(i) Mechanic

(1) The Contractor shall furnish 2 full-time mechanics for each aircraft. The mechanics shall maintain the aircraft in accordance with requirements specified within this agreement. The lead mechanic shall have held a mechanic certificate or repairman certificate meeting the requirements of 14 CFR Part 43.7(b) or (c) for a minimum of 12 calendar months prior to the award of this agreement.

(2) The mechanics shall have 12-months experience in maintaining the make and model of aircraft being offered.

(3) The mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent training program or 12 months on the job experience maintaining the make and model of aircraft offered.

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C.17 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 in Exhibit 14, 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.18 RANDOM DRUG TESTING

(a) Agreement Clause incorporated in 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 Program, as an example.

(c) An employer may not use or contract with any drug testing laboratory that is not certified by the Department of Health and Human Services under the National Laboratory Certification Program.

C.19 SUBSTITUTION OR REPLACEMENT OF PERSONNEL, AIRCRAFT, AND EQUIPMENT

(a) The Contractor may substitute or replace aircraft or equipment equal to or greater than awarded performance after receipt of written approval by the CO. The CO may negotiate availability and flight rates for new generation, modernized, or higher performance aircraft or equipment that is IAB approved. The cost of removal and installation of Government-furnished equipment will be negotiated.

(b) Request for substitution shall be made at least 5-days prior to the proposed exchange, except for unforeseen conditions.

(c) When pilots are exchanged or replaced, training and familiarization costs, including any required flight time up to 2-hours, shall be accomplished at the Contractor's expense. The CO 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.

C.20 ADDITIONAL AIRCRAFT AND PERSONNEL

When additional aircraft or personnel are required by the Government, the Contractor may furnish them, if available. Such aircraft and personnel will meet all requirements of this agreement. The CO shall negotiate availability, flight rates, and the cost of removal or installation of Government Furnished Equipment

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C.21 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 Work Location (AWL) 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

(1) Flight time will begin when aircraft starts its takeoff run on an ordered flight and ends when the aircraft has taxied to parking or loading, refueling, or warm up operations areas.

(2) Flight time shall not exceed a total of 8 hours per day (except for point-to-point flights as specified in C.21(c) (7) below).

(3) Pilots 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, 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.

(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 of 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.

(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 flight hours on a one-to-one basis toward flight hour limitations.

(10) Relief, additional, or substitute pilots reporting for duty under this agreement shall furnish a record of all duty and all flight hours during the previous 14 days.

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(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. 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) Mechanics will have 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 shall be responsible to keep the Government apprised of their ground duty limitation status.

(6) Relief or substitute mechanics reporting for duty under this agreement may be required to furnish a record of all duty time during the previous 14 days.

(7) Two mechanics will be assigned to each aircraft. A mechanic will be allowed to fly on all repositioning flights. At the end of the day, if the Contractor requires, the aircraft will either be returned to the mechanic's location or the mechanic will be taken to the aircraft, at the Government's expense. Maintenance personnel are only allowed to fly on the aircraft during availability when the aircraft is repositioning to another base. If the aircraft is on a fire dispatch mission and is relocating to a new base, the mechanic may be onboard the aircraft for one Fire Retardant load dropped while in route to new location.

C.22 ACCIDENT PREVENTION AND SAFETY (SEE EXHIBIT 13)

(a) The Contractor shall furnish the COTR with a copy of all reports required to be submitted to the FAA in accordance with 14CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.

(b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the agreement, the FAA applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap.

(c) The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are material part of the performance of any orders accepted under the agreement(s). Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations. When, in the sole judgment of the CO, the safety programs do not adequately promote the safety of operations, the Government may discontinue the agreement and issue a stop work order on any accepted orders.

(d) Upon request of the Government, the Contractor will provide copies of CVR, FDR, OLMS, etc. data following a mishap or at the discretion of the government. Costs incurred for compliance with providing copies of the CVR, FCR, and OLMS to the USFS will be reimbursed by the Government.

(e) The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance of any accepted order under the agreement(s), during the evaluation period used to determine cause as stated above.

(f) The Contractor is required to provide updates to the CO that are made to their SMS Plan/safety program during the life of the agreement(s).

C.23 MISHAPS

(a) Reporting

The Contractor shall, by the most expeditious means available, notify the USFS when an "Aircraft Mishap" occurs within any company operations, whether under the agreement or not.

(b) Forms Submission

(1) Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "incident," the Contractor shall provide the USFS with the information necessary to complete a NTSB Form 6120.1/2.

(2) The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5 days of an event, to submit to the USFS a "SafeCom" to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation-related mishap.

(3) Blank SafeComs and assistance in submitting SafeComs can be obtained from the USFS. SafeComs may be submitted electronically at: https://www.safecom.gov

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft 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.

(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

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 agreement. 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

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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-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.

C.24 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.

(b) Clothing

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.

(1) 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:

(i) FRT Cotton Denim Cloth, MIL-C-24915

(ii) FRT Cotton Chambray Cloth, MIL-C-24916

(2) Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

C.25 MISSION ORDERING PROCEDURES

(a) The Government intends to have Basic Ordering Agreements with multiple vendors for VLAT services. The National Interagency Coordination Center (NICC) will activate the VLAT that is determined to have the lowest projected total cost (based on the firm fixed prices awarded in Section B of this agreement). Failure to reach agreement on price for any order issued before its price is established is a dispute under the Disputes clause included in the basic ordering agreement. The VLAT must have the ability to operate at the base ordered by the Government. The following formula will be used to determine the VLAT with the lowest projected total cost for activation purposes.

(6 days of availability x D) + (H x F) + (Fuel Costs) = Projected Total Cost

D= Current Daily Availability Rate

F= Current Hourly Flight Rate

H= Hypothetical number of flight hours per day (4) + Actual number of flight hours to the Airtanker Operating Base from the Contractor's Home Base

Fuel Cost = ([Hourly Fuel Consumption x H] x $5.81 per gallon of Jet A Fuel)

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Hypothetical VLAT Example: Daily Availability Rate of $20,000; and Hourly Flight Rate of $5,000. Actual number of flight hours to the Airtanker Operating Base from the Contractor's Home Base is 2 hours. Hourly Fuel Consumption of 2,000 gallons per hour.

(6 days of availability x $20,000) + (6 hours of flight x $5,000) + ([2,000 x 6] x $5.81)

= $219,720 Projected Total Cost

The VLAT with the lowest daily cost, which can meet the incident's needs and required time frames, will receive priority for activation purposes. When receiving an activation call, the Contractor shall confirm their availability and ability to meet specified timeframes within 2 hours of the activation request. If the Contractor cannot be reached or is not able to meet the date and time needed, the Government may proceed with contacting the next VLAT determined to meet the above criteria.

(b) The National Interagency Coordination Center (NICC) is the only designated Coordination Center with the authority to activate and release a VLAT under this agreement. The Government does not guarantee the placement of any orders for service under this Agreement and the Contractor is not obligated to accept any orders. However, once a Contractor accepts an order, the Contractor is obligated to perform in accordance with the delivery terms and conditions stated herein.

Once activated by NICC, an incident will place a dispatch request for a VLAT to the appropriate Dispatch Center. The Dispatch Center will immediately notify the appropriate Geographic Area Coordination Center (GACC). The GACC will in turn notify the Coordinator on Duty (COD) at the NICC of the dispatch.

Each time a VLAT is activated and dispatched to an incident the Contractor will be provided with a resource order document. The Government will generate unique resource order numbers for each incident by utilizing the Resource Ordering Status System (ROSS). The resource order form is used to document an actual awarded contract order. The awarded resource order number is to be referenced on all official communication starting upon notice of award. The resource order document will include:

- Incident Number, Resource Order Number and name of the incident.
- Date, Time and Location to report to.
- Frequencies
- Air and Ground Contact information.
- Incident Job Code

(c) Once a VLAT has been activated by the NICC, the Host GACC will retain operational control and insure that:

(1) A VLAT qualified Lead Plane is available to direct all dispensing operations.

(2) A qualified Air Tanker Base Manager (ATBM) is assigned at the host location.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

(d) List of Airtanker Operating Bases for VLAT Operations:

Existing Large Airtanker Base Operations

(1)	Boise, Idaho**	BOI
(2)	Helena, Montana**	HLN
(3)	Hill AFB, Utah**	HIF
(4)	Moses Lake, Washington	MWH
(5)	Phoenix – Mesa Gateway, AZ	IWA
(6)	Roswell, NM	ROW
(7)	Sacramento, California **	MCC
(8)	San Bernardino, CA	SBD

**Turnkey may be necessary

Turnkey Operations Required:

(1)	Albuquerque, New Mexico	ABQ
(2)	Boise, Idaho**	BOI
(3)	Casper, Wyoming**	CPR
(4)	Colorado Springs, CO	COS
(5)	Fort Huachuca, Arizona (Libby AAF)	FHU
(6)	Grand Junction, Colorado	COS
(7)	Helena, Montana**	HLN
(8)	Hill AFB, Utah**	HIF
(9)	Kenai, Alaska	ENA
(10)	Klamath Falls, Oregon (Kingsley Field)	LMT
(11)	Medford, OR	MFR
(12)	Pocatello, Idaho	PIH
(13)	Portland, OR	PDX
(14)	Rapid City, South Dakota	RAP
(15)	Sacramento, California**	MCC
(16)	Stockton, California	SCK
(17)	Twin Falls, Idaho	TWF
(18)	Victorville, California	VCV

** Use of existing large airtanker base may be possible

SECTION D
PACKAGING AND MARKING

D.1 RESERVED

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SECTION E
INSPECTION AND ACCEPTANCE

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services (AUG 1996)

E.2 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

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

(b) Inspection and acceptance will be performed at designated locations determined after award in accordance with Section E.3.

E.3 INSPECTION AND ACCEPTANCE

(a) Pre-Use Inspection of Personnel and Equipment

Each year prior to use of aircraft and crews covered by this agreement, the Government will conduct pre-use inspections of aircraft for compliance with the specifications and conditions. Pre-use inspection will be scheduled by the Government within 60 days after award of the agreement.

(1) Flight crews shall attend an annual operational safety briefing conducted by the Government.

(2) Performance tests, including takeoff, landing, and tactical flying to ascertain that aircraft and pilot meet specifications may be required by the CO.

(b) Pre-use Inspection Expenses

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

(2) The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.

(c) Re-inspection Expenses

When re-inspection is necessary because the Contractor's 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 agreement 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.

SECTION E
INSPECTION AND ACCEPTANCE

(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 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, the Contractor shall furnish the CO with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

(4) Airtanker Crew proficiency flights. Airtanker pilot in-command, co-pilots, and flight engineers (when applicable) shall maintain flight crew readiness and proficiency requirements in accordance with Forest Service Handbook 5709.16. While on contract, Pilots must fly a minimum of 30 minutes during any 15 day period. Ferry time, training, or fire related flying may count toward meeting this requirement.

E.4 AIRCRAFT SECURITY INSPECTIONS

Following a security incident involving the aircraft, or upon direction of the Contracting Officer 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.

E.5 INSPECTION AND ACCEPTANCE OF MIXED PRODUCT

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

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

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

E.6 TESTING AT TURNKEY AND ESTABLISHED AIRTANKER BASES

(a) Testing shall be performed during mixing and pumping operations in accordance with Lot Acceptance, Quality Assurance Procedures. Field Quality Control testing shall be accomplished by the Contractor and monitored by the Government representative. Test results shall be recorded on similar forms furnished on the Wildland Fire Chemicals Website (http://www.fs.fed.us/rm/fire/wfcs/laqa.htm)

(b) Quality Control Testing. Quality Control Testing is the testing done at the base to ensure that product going to the field is of proper quality. All test results shall be recorded and maintained for future reference. Base Managers are responsible for oversight and insuring that the testing follows procedures outlined in the LAQA Procedures found on the following website: http://www.fs.fed.us/rm/fire/wfcs/sampling/index.htm

SECTION F
DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 Stop Work Order (AUG 1989)

F.2 EFFECTIVE PERIOD OF THE AGREEMENT (AGAR 452.211-75) (FEB 1988)

The effective period of this agreement is for three years from date of award.

Either party may discontinue this agreement upon 30 days written notice to the other party.

F.3 AVAILABILITY

The Government will schedule daily operations with the pilot. Should no schedule be directed by the Government, the pilot shall arrive to the facility at 9:00 a.m. to begin their duty day.

(a) Daily Availability Requirements

(1) Equipment: Airtankers shall be stationed and remain fully operational at their Assigned Work Location.

(2) Personnel. Each day, each of the Contractor's personnel will be in one of the following conditions of availability:

(i) Standby

(A) Personnel shall be on standby during the hours stipulated each day by the CO. The first 9 hours of standby will be considered the base or normal standby hours. During this time, the aircraft shall be immediately available and able to be airborne within 30 minutes. Delays caused by local air traffic, FAA flight planning and filing for extended dispatches, taking on additional fuel for long dispatches, instrument flights, crews released for lunch by base managers and delayed in returning, proficiency flights, and other causes beyond the pilot's control will not be considered a part of the 30 minutes.

(B) Availability is not required each day when the pilot is off duty under the Flight and Duty Limitations.

(ii) Extended Standby.

Hours of standby in excess of the first 9 hours may be ordered by the CO but shall not exceed 14 hours.

(3) Authorized Breaks

(i) The aircraft may be released from standby for scheduled or preventative maintenance and the Contractor will continue to be paid the availability rate. The

SECTION F
DELIVERIES OR PERFORMANCE

Contractor shall provide a reasonable estimated time of completion (ETOC) with the request for an authorized break. Approval to remove the aircraft from standby will be wholly discretionary by the Government. Periods approved for maintenance can be of any duration. However, once notified by the Government, the aircraft shall be fully operational within 60 minutes and the maintenance shall not exceed the ETOC by more than 30 minutes.

(ii) Upon advance approval of the CO, crews may be released from availability 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 how they may be contacted.

(iii) 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:

(A) Obtains permission from the CO or authorized representative in advance for taking the aircraft out of service; and

(B) Follows the availability schedule set forth by the Government; and

(C) Uses the aircraft only for maintenance test flights or ferry to and from the maintenance facilities, unless the CO specifically approves other use.

(c) Unavailability

(1) The offered aircraft is unavailable whenever the aircraft or pilot is not in condition to perform. The Contractor shall report any in-flight mechanical breakdown, and any major maintenance deficiencies that would result in the aircraft becoming unavailable.

(2) Unavailability status will continue until the cause of the failure is corrected. It is the Contractor's responsibility to inform the CO whenever the Airtanker and crew are again available. If consistent failures to respond to airtanker dispatch occur, the CO retains the right to require test flights at Contractor's expense.

(3) When responding to a dispatch and an unscheduled maintenance discrepancy occurs, the Contractor will repair the discrepancy and contact the Government once the aircraft has been returned to service. A Government Aviation Maintenance Inspector (AMI) will be responsible for returning the aircraft to availability. The discrepancy shall be reported to the base manager to notify the AMI.

If the return to service is reported within 30 minutes from the time of the original unscheduled maintenance discrepancy (and the aircraft is subsequently returned to availability by an AMI) no unavailability will be assessed. Repeated failures during a duty day may result in assessment of unavailability.

(4) 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. A "Return to Availability" may or may not be issued dependent on review by the Government.

(5) After performance has begun, the Government may exercise its right to termination for default if there is unavailability in excess of three full consecutive calendar days. Days off does not count toward the three consecutive days.

SECTION G
CONTRACT ADMINISTRATION DATA

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

A post award conference with the successful offeror(s) is required. It will be held in Boise, ID approximately 30 days after establishment of the Basic Ordering Agreements.

G.2 PAYMENT PROCEDURES

(a) All FS-6500-122's will be electronically packaged and submitted through the Aviation Business System (ABS) 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 ABS system and electronically forwarded to Albuquerque Service Center (ASC) for payment. The 122's processed during the first half of the month will be processed for payment about the 15th and those accumulated during the last half of the month will be processed about the 1st of the following month.

(b) Preparation for access and use of ABS requires a USDA e-authentication username and password. Instruction for e-authentication and training for your ABS role is now available on the Internet at http://www.fs.fed.us/business/abs/training.php

(c) Upon completion of the agreement period 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.3 FLIGHT TIME MEASUREMENT

(a) Flight time will begin when aircraft starts its take-off run on an ordered flight and ends when aircraft has taxied to parking or loading, refueling, or warm-up operations areas and stopped.

(b) If mechanical problems are encountered during flight and the mission cannot be continued, the aircraft is considered to be unavailable upon landing. Flight time will continue to be paid to the Assigned Work Location (AWL) or the Contractor's maintenance facility, whichever is closest.

G.4 PAYMENT FOR FLIGHT

(a) Flight time will be paid for by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements which endanger the safety of the aircraft.

(b) Payment for flight time will be made only when flight is properly ordered by designated personnel.

(c) The Government does not guarantee any flight time.

(d) Payment will not be made for flights 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.

(e) No payment will be made for flights when the load of retardant mixture is accidentally or carelessly dropped in flight on non-target areas. In addition the cost to the Government of the lost load of retardant will be charged to the Contractor and deducted from payments due.

SECTION G
CONTRACT ADMINISTRATION DATA

G.5 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 ABS as appropriate. As specified in Section B, the aircraft and crew are required to be available for 9 hours each day under hire.

(b) The Government will begin to pay daily availability when the Contractor reports on site and is available for dispatch. The maximum amount of availability to be earned per day is the daily availability offered amount.

(c) 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.

(d) Unavailability will be recorded in actual hours and minutes each day. This time will be rounded to the next full hour and subtracted from the 9 hours of availability. Daily Availability will be paid for the remainder of hours that the aircraft and crew were available.

G.6 PAYMENT FOR EXTENDED STANDBY

During the period where the flight crew is required to be on standby beyond the first nine hours required for availability, the Contractor will be paid at an hourly extended standby rate (rounded-up to the next full hour) specified in the Schedule of Items for each authorized flight crew member, plus each authorized maintenance crew member. Ordered Standby will be recorded in ABS in whole hours. The maximum daily hours will not exceed 14.

G.7 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(a) The Contractor will be reimbursed for reasonable mobilization and demobilization costs to and from assigned bases when ordered by the Government.

(b) Payment will be made for ordered ferry flights. Payment will be made in accordance to the daily flight rate in Section B.

G.8 PAYMENT FOR OVERNIGHT ALLOWANCE (PERSONNEL)

(a) (Lower 48) Overnight allowances or Remain-Over-Night (RON) will not be paid under this agreement. Overnight allowances shall be included into your daily availability rate for each aircraft offered for all Contractor personnel working under this agreement.

(b) (Alaska) The Contractor will be paid the difference between Conus Standard Rate and Alaska per diem/lodging (for the location) amount for each crewmember when the Contractor is ordered to remain overnight in Alaska.

(c) If the Alternate Work Location (AWL) is a Government Airtanker Base, the Airtanker Base Managers shall provide meals, ice, and drinks at the Government's expense in order to sustain fire fighting operations. If the crews are required to be on site/base due to potential fire emergencies, or the crew is flying, then appropriate meals shall be provided. In addition, extended standby ordered by the Government in excess of 1 hour requires dinner to be provided.

SECTION G
CONTRACT ADMINISTRATION DATA

G.9 METHOD OF MEASUREMENT – RETARDANT FOR TURNKEY OPERATION

The primary method of measurement will be mass flow meter and the inventory method will be used as a backup check. Methods will be used in accordance with the following:

Mass Flow Meter Method

(1) Retardant will be measured in pounds when pumped into the aircraft. Pounds will then be converted to gallons for payment. It will be the responsibility of the Contractor to supply the mass flow meter for this process.

(2) All gallons of retardant used will be recorded on the Retardant Inventory/Use Worksheet (See Exhibit 19). This form shall be completed on a daily basis.

G.10 BASIS OF PAYMENT – RETARDANT FOR TURNKEY OPERATION

(a) Payment for retardant will be made at either the quoted full service rate per gallon loaded or the National Bulk Contract rate per gallon loaded at Government bases. Mixed retardant delivered into the aircraft will be invoiced by the retardant Contractor directly to the Government.

(b) When retardant salt content falls outside the acceptable range (see Exhibit 24, Retardant Characteristics and Mix Factors Table) and LAQA standards, an appropriate payment deduction will be made by the Contracting Officer.

G.11 TURNKEY RETARDANT PAYMENT PROCEDURES

(a) The Cumulative Retardant Use/Payment Summary shall be used for payment processing (See Exhibit 19). The Retardant Use Record and/or Retardant Inventory/Use Worksheet shall support each payment summary and accompany all other payment documents submitted to the ASC.

(b) Payments for Federal Agencies will be in accordance with FAR 52-232.25, Prompt Payment.

(c) When the load of retardant mixture is accidentally or carelessly dropped while on the ground, the lost load of retardant will be charged to the Contractor and deducted from payments due.

(d) Invoicing for the retardant base shall be submitted to the Government directly from the Contractor and all other payments for retardant delivered into aircraft will be made by the Government to the retardant supplier.

(e) Invoicing for the retardant base shall be included on the required invoices from the Contractor for payment submission to ASC. Transportation of the retardant plant, to and from its home or preposition location will be billed at actual costs. The Contractor is required to provide receipts documenting actual costs. Transportation of the retardant plant, to and from its home or preposition location will be billed at actual costs. Copies of itemized receipts may be requested by the CO.

(f) Invoices for mixed retardant delivered into the aircraft shall be submitted to the Government directly from the retardant supplier and payment made to the retardant supplier by the Government.

SECTION G
CONTRACT ADMINISTRATION DATA

G.12 MISCELLANEOUS COSTS TO THE CONTRACTOR

(a) Housing, subsistence, ground transportation, and other expenses will be the responsibility of the Contractor or its employees at the AWL.

(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 other than the Contractor's home base such as airport landing fees, tie-down charges, or other similar type costs. Itemized receipts may be requested by the CO.

(c) Miscellaneous unforeseeable costs not recovered through the agreed payment rates and are the direct result of ordered services may be reimbursed at actual cost if approved by the CO.

G.13 PAYMENT FOR FUEL - AIR CARD PROGRAM

Payment for fuel under the AIR Card program will be paid in accordance with H-3 - US Government AIR Card Fuel Program and using Exhibit 11 - Statement of Understanding (SOU) for air card users and Exhibit 12 - Airtanker Fuel Log.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.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 Contracting Officer 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. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

None Incorporated by Reference

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) PROVISIONS

452.236-72 Use of Premises (NOV 1996)
452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)

SOLICITATION PROVISIONS FULL TEXT

H.2 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 Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this agreement specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of any accepted orders under the agreement(s). 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.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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

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

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

H.3 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

(a) The Contractor shall assign to this agreement the following key personnel:

Position	Name of Key Personnel	Alternate Key Personnel
Pilot-In Command (PIC)		
Second-in Command (SIC)		
Flight Engineer (as applicable)		
Mechanic		
Other (specify)		

(b) During the first ninety (90) days of establishment of a Basic Ordering Agreement, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The agreement will be modified to reflect any approved changes of key personnel.

H.4 EMPLOYMENT OF ELIGIBLE WORKERS (4G52.222-701) (DECEMBER 1999)

(a) Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS), now the United States Citizen and Immigration Services, established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (8 CFR 274a).

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The contractor is required to:

(1) Have all employees complete and sign the I-9 Form to certify that they are eligible for employment;

(2) Examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual;

(3) Record information about the documents on the form, and complete the certification portion of the form;

(4) Retain the form for 3 years, or 1 year past the end of employment of the individual, whichever is longer.

(b) It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

(c) Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

(d) For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local United States Citizen and Immigration Services office.

H.5 US GOVERNMENT AIR CARD FUEL PROGRAM

Defense Logistics Agency (DLA) Process and Controls for US Government Aviation In-to-Plane Reimbursement (AIR) Card Program

Below are listed the processes and controls for the use of the US Government AIR Card issued by DLA to the Forest Service (FS) for airtankers that use Jet A fuel under the Large Airtanker Services Contract.

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

(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 agreement 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.

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(c) For a non-revenue flight, 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) Where possible and appropriate, the Contractor will first attempt to use the AIR Card to purchase fuel.

(e) 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.

(f) Contractors shall only use the AIR Card to purchase fuel. Items other than fuel will be purchased using the second means of payment.

(g) Contractors shall not accept gratuities or other gifts from fuel suppliers.

(h) AIR Card Users will: review the Government AIR Card User Training located at: https://www.desc.dla.mil/DCM/DCMPage.asp?PageID=614, read the US Government and Forest Service AIR Card User Guides, and read and sign the Statement of Understanding (Exhibit 16) and return it to the Accountable Official (AO).

(i) Airtankers will begin performance with an established amount of fuel documented in the Aviation Business System (ABS) when an order is placed. Upon return to the home base at the end of the order, the difference shall be paid in ABS as a credit or a charge depending on that difference.

(j) All fuel quantities (gallons) purchased during performance of an order shall be documented in ABS in the remarks section for the day on which it was purchased.

(k) In addition, an Airtanker Fuel Log (Exhibit 12) containing information about the purchase will be maintained in the aircraft and the original forwarded to the AO at the end of each year of the agreement. The information in the log shall include as a minimum: date of purchase; the sortie description or fire number on which the fuel was used; location where the fuel was purchased; gallons received; retail price per gallon at point of sale, if known; the contract fuel price per gallon and type of purchase; the estimated total volume in pounds (or gallons) on the aircraft at the completion of fueling; and the contractor representative's or pilot's last name.

(l) The line item COR and the AO for the airtanker shall receive copies of the fuel receipts and fuel log by either fax, scanned .pdf, or photocopy the 1st and 16th of each month. The company shall retain the original receipts for one (1) calendar year. Original receipts will only be sent to the Government at the request of the CO.

H.6 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

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

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report.

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Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

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

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

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

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

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

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

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

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PART II - CONTRACT CLAUSES

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

This agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. 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 (JAN 2012)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on SubContractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-7	Central Contractor Registration (AUG 2012)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (DEC 2012)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
52.210-1	Market Research (APR 2011)
52.215-2	Audit and Records – Negotiation (OCT 2010)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
52.219-8	Utilization of Small Business Concerns (JAN 2011)
52.219-9	Small Business Subcontracting Plan (SEP 2006) *(Applicable if > $550,000)* Alternate II (OCT 2001)
52.219-16	Liquidated Damages --Subcontracting Plan (JAN 1999) *(Applicable if > $550,000)*
52.219-28	Post-Award Small Business Program Rerepresentation (APR 2012)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity for Veterans (SEP 2010)
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
52.222-37	Employment Reports Veterans (SEP 2010)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41	Service Contract Act of 1965 (NOV 2007)
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009)

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52.222-49 Service Contract Act- Place of Performance Unknown (MAY 1989)
52.222-50 Combating Trafficking in Persons (FEB 2009)
52.222-54 Employment Eligibility Verification (JUL 2012)
52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) Alternate I (JUL 1995)
52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6 Drug-Free Workplace (MAY 2001)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran- Representation and Certification (NOV 2011)
52.227-1 Authorization and Consent (DEC 2007)
52.227-2 Notice and Assistance Regarding patent and Copy Right Infringement (DEC 2007)
52.228-5 Insurance- Work on a Government Installation (JAN 1997)
52.229-3 Federal, State, and Local Taxes (APR 2003)
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 (OCT 2010)
52.232-18 Availability of Funds (APR 1984)
52.232-23 Assignment of Claims (JAN 1986)
52.232-25 Prompt Payment (OCT 2008)
52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1 Disputes (JULY 2002)
52.233-3 Protest after Award (AUG 1996) Alternate I (JUN 1985)
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 II (AUG 1987)
52.244-6 Subcontracts for Commercial Items (DEC 2010)
52.245-1 Government Property (APR 2012)
52.245-9 Use and Charges (APR 2012)
52.246-25 Limitation of Liability-Services (FEB 1997)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)
52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
52.251-1 Government Supply Sources (AUG 2010)
52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.237-75 Restrictions Against Disclosure (FEB 1988)

SECTION I
CONTRACT CLAUSES

I.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this agreement by written notice to the Contractor within 30 days before the agreement expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the agreement expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this agreement, including the exercise of any options under this clause, shall not exceed 3 years.

I.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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
Aircraft Pilot, GS-11 (31010)	$34.39
Aircraft Second-In-Command, GS-11(31010)	$34.39
Aircraft Flight Engineer, GS-11 (31051)	$34.39
Aircraft Mechanic III, WG 12 (23023)	$32.91
Aircraft Mechanic, I, WG-10 (23021)	$29.83
Aircraft Mechanic, Helper, WG-5 (23040)	$20.98
Aircraft Servicer, WG-7 (23060)	$24.73
Laborer, WG-2 (23470)	$15.22

I.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond the date of award. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond date of award, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.5 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (FAR 52.245-2) (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

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(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(a) Government property that may be provided under this clause:

OLMS

ATU

Additional required avionics

I.6 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 agent's 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 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 commencement of work, shall submit to the Contracting Officer 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 agreement period.

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I.7 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR452.209-71) ALTERNATE 1 (FEB 2012)

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, amended and/or subsequently enacted.

I.8 STATEMENT OF WORK/SPECIFICATIONS (AGAR452.211-72) (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

I.9 ATTACHMENTS TO STATEMENT 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.10 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.

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(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least $500,000 per occurrence.

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

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

SECTION J
LIST OF ATTACHMENTS

PART III LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF EXHIBITS

EXHIBITS

EXHIBIT 1 BASIC AIRCRAFT EQUIPMENT AND FIRE EQUIPMENT
EXHIBIT 2 STRUCTURAL INTEGRITY PROGRAM
EXHIBIT 3 AVIONICS
EXHIBIT 4 FLIGHT EQUIPMENT
EXHIBIT 5 FIRST AID KIT AERONAUTICAL
EXHIBIT 6 SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)
EXHIBIT 7 AIRCRAFT MARKINGS
EXHIBIT 8 LOAD REFERENCE CHART
EXHIBIT 9 DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)
EXHIBIT 10 AIRTANKER FLIGHT CREW TRAINING FORM -AIR CARD PROGRAM
EXHIBIT 11 STATEMENT OF UNDERSTANDING (SOU) FOR AIR CARD
EXHIBIT 12 USERS AIRTANKER FUEL LOG
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 AIRTANKER INSPECTION FORM
EXHIBIT 19 DAILY RETARDANT USE RECORD
EXHIBIT 20 FLIGHT CREW TRAINING FORM
EXHIBIT 21 AIRCRAFT PERFORMANCE SPECIFICATION
EXHIBIT 22 PUBLIC AIRCRAFT OPERATIONS DECLARATION
EXHIBIT 23 CPARS EVALUATION FORM
EXHIBIT 24 RETARDANT CHARACTERISTICS AND MIX FACTORS TABLE

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EXHIBIT 1 BASIC AIRCRAFT 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) Radar Altimeter. (See Exhibit 3)

(d) One cockpit voice recorder meeting the requirements of 14 CFR Part 25.

(e) Seat belts and shoulder harnesses for all occupants shall meet the requirements of 14 CFR Part 25.

(f) The fire extinguisher shall be mounted in a manner readily available to all flight crewmembers. The fire extinguisher shall comply with National Fire Protection (NFPA) #10 "Standards for Portable Fire Extinguishers". The fire extinguisher shall have a minimum rating of: 5BC.

(g) First Aid Kit – Aeronautical. (See Exhibit 5)

(h) Survival Kit – Aeronautical. (See Exhibit 6)

(i) Cockpit checklist and flight publications to operate Visual Flight Rules and IFR in contiguous 48 states. (See Exhibit 4)

(j) Automated Flight Following (AFF) system.

(k) Operational Load Monitoring (OLM) equipment. (See Exhibit 2)

(l) Aircraft Markings. (See Exhibit 7)

(m) Retardant Tank(s)

(1) Retardant tanks shall be capable of being filled in conformity with the certified retardant load through 3-inch diameter single or dual kamlock fittings on both sides of the aircraft or from the tail at a minimum fill rate of 400 to a maximum fill rate of 500 gallons per minute.

(2) Contractor shall maintain the tanking system in accordance with STC and the current IAB criteria.

(3) All retardant tanks shall have a level indicator to accurately measure retardant capacity to measure contract loads. This will be readily available to loading crews and/or aircrew members during retardant loading.

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EXHIBIT 2 STRUCTURAL INTEGRITY PROGRAM

General

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

Requirements

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 the Amendment 25-45 or later or has met the requirements of Amendment 25-45.

(i) 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.

(ii) 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 US Military derived Restricted Category aircraft certificated under 14 CFR 21.25 must include documentation of an FAA Approved complete baseline (original certificated usage, civil or military) airframe evaluation for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-54 or later.

(3) The Certification Basis for foreign aircraft certificated under 14 CFR Part 21.29 must include documentation of an FAA Approved complete baseline (original certificated usage) airframe evaluation for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-54 or later.

(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 and have complete records for airframe, engines and components certifying compliance with maintenance and all applicable 14 CFR requirements, manufacturer's SB's that are a safety of flight item or identified by an FAA Airworthiness Directive. Each mandatory component retirement, replacement or overhaul time shall be incorporated and adhered to as specified in the OEM Airworthiness Limitations Section or equivalent OEM document.

(5) The Contractor's program must include or have incorporated all recommended and/or required manufacturer programs such as Structural Inspection Documents (SID), Supplemental Structural Inspection Documents (SSID), Corrosion Prevention and Control Programs (CPCP), Electrical Wiring Interconnection Systems (EWIS) and Fuel Tank System Inspection Program, as applicable.

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(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 STC.

(b) Manufacturer support and FAA Standards for Maintenance.

(1) The Contractor shall obtain documentation of Manufacturer or Design Approval Holder (DAH) support (or FAA equivalent) for maintenance and engineering support of the original aircraft while under contract to the US Forest Service.

(2) Aircraft shall have incorporated and complied with all requirements of the currently approved MSG-3 formulated maintenance and inspection program as a baseline for the aircraft if one exists.

(c) Contractor's Airworthiness Organization and Authority.

(1) The Contractor's will have and use a FAA approved Part 145 Certified Repair Station with appropriate rating(s) for the aircraft offered, providing for the maintenance and inspection of their offered airtanker fleet.

(2) All maintenance and inspections conducted under the SIP will be performed under the authority of the Contractor's FAA Part 145 Certified Repair Station (CRS).

(d) Fatigue and Damage Tolerance evaluation and Airworthiness Limitations Section.

(1) Documentation of a FAA Approved complete Airtanker usage evaluation of the aircraft (airframe and tank) for Damage Tolerance and Fatigue to 14 CFR 25.571 at Amendment 25-54 or later. The evaluation shall identify the loads, internal and external, to which the fatigue critical structure or principal structural elements (PSE's) will be subjected to in the firefighting role and determined the impact of those loads. At a minimum this documentation shall be in the form of an FAA 8110-3 **"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

(2) 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.

(3) The aircraft shall have FAA approved Instructions for Continued Airworthiness (ICAs) that meet FAR 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.

(4) Airworthiness Limitations based on the evaluations resulting from the above will be formally incorporated into the aircraft's Airworthiness Limitations Section (ALS) of the ICA.

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

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(e) Equipment for conducting aircraft Operational Load Monitoring (OLM).

The Contractor shall meet either paragraph 1 or 2 below. Criteria for the OLM system are provided in H below.

(1) Aircraft shall be instrumented with Government Furnished Property (GFP) for OLM. GFP will be installed in a timely manner as agreed to by the Contractor and the Government. The government will pay for calibration flights.

(2) Contractor shall instrument aircraft with a government reviewed and approved OLM system. This system must provide to the government required and specified parameters in either table 1 or 2 in paragraph H below. The government will observe calibration flights.

(3) Once installed and operational, the Contractor shall submit recorded data to the Forest Service Missoula Technology and Development Center (MTDC) every 14 days while on contract in government furnished pre-addressed postage paid envelopes. Contractor shall preflight the system and notify the government of any malfunction within 48 hours. Aircraft will not be considered unavailable if the OLM equipment is not functioning.

(f) Revisions to the Instructions for Continued Airworthiness to meet the airtanker mission as necessary.

(1) With reference to airtanker usage and data from the OLM, the Contractor shall, based on a minimum of 500 fleet hours or within the first two years of the agreement, analyze the measured spectrum to the estimated spectrum used in D.2 above, perform a comparative analysis; and if merited repeat the initial D.2 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. The frequency of seeking revised ICA's shall be as necessary to ensure continued airworthiness if warranted of the Contractor's fleet and prevent catastrophic failure including fatigue separations. 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 agreement period. Copies of the complete package submitted to the FAA shall be sent concurrently to the CO.

(g) Contractor's Quality Assurance program. The Contractor will:

(1) Have a quality assurance program as part of their FAA Part 145 Repair Station that is capable of ensuring adherence to the SIP, whether maintenance is performed in-house or by outside maintenance providers.

(2) Maintain trained maintenance technicians appropriately rated, certified or qualified to perform specialized quality assurance maintenance and inspections of the aircraft offered.

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(3) 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.

(4) Be responsible for any non-compliance with FAA published maintenance procedures and inspections.

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

(h) OLM System and Program:

(1) Criteria

To properly monitor the airtanker usage of a specific model aircraft, a complete instrumentation package and recording device are required. The package must include both recorded flight parameters as well as strain gages to measure the stress induced on the airframe. One aircraft shall be instrumented with a functioning operational loads monitoring system capable of characterizing the missions performed by these aircraft. The following section details the minimum required parameters and instrumentation to be recorded at a minimum sample rate of 8Hz or 32 Hz depending on the system being used for Initial Usage Evaluation or Continuous Monitoring. If data has been previously collected that is equivalent to that described below for an Initial Usage Evaluation System and that data has been used for the airtanker evaluation as described in D.2 above the offered aircraft would only need a Continuous Monitoring OLM System as described in C below. Accelerations shall be recorded as close to the aircraft Center of Gravity as practicable or correction algorithms may be validated and applied. Systems shall have functional and calibration flights recorded annually.

(2) Initial Usage Evaluation OLM System

These are minimum system requirements for at least one aircraft of a particular 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 (ICAs). The ICAs will 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 Initial Airtanker Evaluation OLM Minimum Channel List				
Channel Description	**Number of Channels**	**Discrete / Analog Channel**	**Sample Rate (Hz)**	**Record Rate (Hz)**
1. Altitude (GPS)	1	Analog Channel	32 Hz	32 Hz
2. Equivalent Airspeed (GPS)	1	Analog Channel	32 Hz	32 Hz
3. Vertical Speed (GPS)	1	Analog Channel	32 Hz	32 Hz
4. Heading (GPS)	1	Analog Channel	32 Hz	32 Hz
5. Date and Time in GMT (GPS)	1	Analog Channel	32 Hz	32 Hz
6. Latitude (GPS)	1	Analog Channel	32 Hz	32 Hz
7. Longitude (GPS)	1	Analog Channel	32 Hz	32 Hz
8. Engine Start (one engine oil pressure)	1	Discrete Channel	32 Hz	32 Hz
9. Pitot Pressure or Airspeed Transducer (If Indicated Airspeed is able to be collected from an airspeed transducer this channel would not be needed)	1	Analog Channel	32 Hz	32 Hz
10. Static Pressure	1	Analog Channel	32 Hz	32 Hz
11. Outside Air Temperature	1	Analog Channel	32 Hz	32 Hz
12. Altitude (Static Pressure)	1	Analog Channel	32 Hz	32 Hz
13. Indicated Airspeed (must be derived from Pitot / Static differential)	1	Analog Channel	32 Hz	32 Hz
14. Cabin Pressure	1	Analog Channel	32 Hz	32 Hz
15. Tank Door Actuation(All Doors)	1 to 8	Discrete Channel	32 Hz	32 Hz
16. Retardant Quantity	1	Analog Channel	32 Hz	32 Hz
17. Power On/ Off	1	Discrete Channel	32 Hz	32 Hz
18. Landing Gear Squat Switch	1	Discrete Channel	32 Hz	32 Hz
19. Flap Extend (or as an analog in Degrees)	1	Discrete or Analog Channel	32 Hz	32 Hz
20. Flap Retract (not needed if Flaps are collected as an analog channel)	1	Discrete Channel	32 Hz	32 Hz
21. Speed Brake / Spoiler Extend (if installed)	1	Discrete or Analog Channel	32 Hz	32 Hz

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22. Speed Brake / Spoiler Retract (not needed if it is collected as an analog channel)	1	Discrete Channel	32 Hz	32 Hz
23. Fuel Quantity (Manually collected.)	1	Supplemental Data		
24. Normal Acceleration (Nz)	1	Analog Channel	32 Hz	32 Hz
25. Pitch	1	Analog Channel	32 Hz	32 Hz
26. Pitch Rate	1	Analog Channel	32 Hz	32 Hz
27. Roll	1	Analog Channel	32 Hz	32 Hz
28. Roll Rate	1	Analog Channel	32 Hz	32 Hz
29. Yaw Rate	1	Analog Channel	32 Hz	32 Hz
30. STRAIN GAGES: A total of 6 Strain gages located on the center wing at the same wing station on the upper and lower front spar cap, the upper and lower wing panel, and the upper and lower rear spar, location based on F&DT	6	Analog Channel	32 Hz	32 Hz
31. Two sets of 6 strain gages for a total of 12 gages located on the outer wing on the upper and lower front spar cap, the upper and lower wing panel, and the upper and lower rear spar, location based on F&DT.	12	Analog Channel	32 Hz	32 Hz
32. One rosette gage on the front spar web	2	Analog Channel	32 Hz	32 Hz
33. One rosette gage on the rear spar web	2	Analog Channel	32 Hz	32 Hz
34. Two gages on the center fuselage on the upper crown	2	Analog Channel	32 Hz	32 Hz
35. One gage on the vertical tail at the wing root	1	Analog Channel	32 Hz	32 Hz
36. One gage on the horizontal tail at the wing root	1	Analog Channel	32 Hz	32 Hz
37. Aircraft Gross Weight (as manually collected supplementary data)	0	Supplemental Data		

(3) Continuous Monitoring OLM Requirements for Additional Aircraft

If multiple aircraft of the same model are employed in the airtanker role, the OLM system and instrumentation requirements may be less comprehensive so long as the one aircraft with full instrumentation is maintained in continued operation as an airtanker until the initial usage evaluation is completed. These are minimum system requirements for all other aircraft of a particular 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 will 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**	**Discrete / Analog Channel**	**Sample Rate (Hz)**	**Record Rate (Hz)**
1. Altitude (GPS)	1	Analog Channel	4 Hz	8 Hz
2. Equivalent Airspeed (GPS)	1	Analog Channel	4 Hz	8 Hz
3. Vertical Speed (GPS)	1	Analog Channel	4 Hz	8 Hz
4. Heading (GPS)	1	Analog Channel	4 Hz	8 Hz
5. Date and Time in GMT (GPS)	1	Analog Channel	4 Hz	8 Hz
6. Latitude (GPS)	1	Analog Channel	4 Hz	8 Hz
7. Longitude (GPS)	1	Analog Channel	4 Hz	8 Hz
8. Engine Start (one engine oil pressure)	1	Discrete Channel	8 Hz	8 Hz
9. Pitot Pressure or Airspeed Transducer (If Indicated Airspeed is able to be collected from an airspeed transducer this channel would not be needed)	1	Analog Channel	8 Hz	8 Hz
10. Static Pressure	1	Analog Channel	8 Hz	8 Hz
11. Outside Air Temperature	1	Analog Channel	8 Hz	8 Hz
12. Altitude (Static Pressure)	1	Analog Channel	8 Hz	8 Hz
13. Indicated Airspeed (must be derived from Pitot / Static differential)	1	Analog Channel	8 Hz	8 Hz
14. Cabin Pressure	1	Analog Channel	8 Hz	8 Hz
15. Tank Door Actuation(All Doors)	1 to 8	Discrete Channel	8 Hz	8 Hz
16. Retardant Quantity	1	Analog Channel	8 Hz	8 Hz
17. Power On/ Off	1	Discrete Channel	8 Hz	8 Hz
18. Landing Gear Squat Switch	1	Discrete Channel	8 Hz	8 Hz
19. Flap Extend (or as an analog in Degrees)	1	Discrete or Analog Channel	8 Hz	8 Hz

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20. Flap Retract (not needed if Flaps are collected as an analog channel)	1	Discrete Channel	8 Hz	8 Hz
21. Speed Brake / Spoiler Extend (if installed)	1	Discrete or Analog Channel	8 Hz	8 Hz
Speed Brake / Spoiler Retract (not needed if it is collected as an analog channel)	1	Discrete Channel	8 Hz	8 Hz
23. Fuel Quantity (Manually collected)	1	Supplemental Data		
24. Normal Acceleration (Nz)	1	Analog Channel	32 Hz	32 Hz
25. Pitch	1	Analog Channel	32 Hz	8 Hz
26. Pitch Rate	1	Analog Channel	32 Hz	8 Hz
27. Roll	1	Analog Channel	32 Hz	8 Hz
28. Roll Rate	1	Analog Channel	32 Hz	8 Hz
29. Yaw Rate	1	Analog Channel	32 Hz	8 Hz

The following are the minimum requirements for a Continuous Monitoring OLM system:

(4) Data Acquisition and Transmittal Requirements

The flight data recorder utilized for the data acquisition must be capable of recording all of the flight parameters as well as the strain gages, when applicable. 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.

(5) The Contractor's OLM program shall:

(i) Identify the OLM system installation, calibration process, and frequency of recalibration;

(ii) OLM system shall be properly installed using OEM recommended installation procedures.

(iii) 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.

(iv) Identify the parts or measured parameters that are required to be operational for each flight.

(v) Contain procedures to assure the OLM system is fully functional for each flight, including all measured parameters;

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(vi) Identify the specific parameters selected for recording with rationale for their selection.

(vii) 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;

(viii) Provided an explanation of the analysis of the data obtained from the aircraft OLM system;

(ix) Contain procedures for the integration of the analyzed aircraft operational load data into the Contractor's SIP;

(x) Define and provide a detailed explanation of the exceedance for each of the recorded parameters;

(xi) Thoroughly explain the Contractor's definition of a structural exceedance. Structural exceedances may be single or multiple parameter exceedances;

(xii) Contain procedures to take (i.e. inspect, repair, or other maintenance action) when a structural exceedance occurs;

(xiii) Contain procedures for notification (timeliness and method) to the Government for all defined exceedances and the planned actions and timeline to complete them;

(xiv) Contain procedures for retrieval of the aircraft OLM data, analysis of the data, process for defining/deciding on a maintenance action, and implementation of the maintenance action; and

(xv) Upon request of the Government, the Contractor shall provide copies of the recorded OLM data in a ".CSV" file format. All values in ".CSV" files shall be in engineering units. The CSV 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.

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 8110.56A, Restricted Cat. Type Certification, September 30, 2008

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6. DOT/FAA/AR-05-035, Consolidation and Analysis of Loading Data in Firefighting Operations, October 2005
7. DOT/FAA/AR-11/7, Usage and Maneuver Loads Monitoring of Heavy Air Tankers, March 2011
8. Mil-A-8866, Military Specification, Airplane Strength and Rigidity, Reliability Requirements, Repeated Loads and Fatigue, 18 May 1960.
9. AC 91- 56B Continuing Structural Integrity Program for Large Transport Category Airplanes, 2008
10. AC 91- 82A - Fatigue Management Programs for In-Service Issues, 2011
11. AC 25.571-1D, Damage Tolerance and Fatigue Evaluation of Structure, 2011

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EXHIBIT 3 AVIONICS

General

Required avionics systems and Contractor offered avionics/communications equipment shall meet the performance specifications as specified in FS/AMD A-24 at: www.nifc.gov/NIICD/documents.html

Communications Systems

(a) An automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT) utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding 14 CFR 91.207(f)), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location. ELTs certified under TSO-C91 are not acceptable.

(b) Two panel mounted TSO'd **VHF-AM** aeronautical transceivers (**COM-1 & COM-2**), operating in the frequency band of 118.000 to 136.975 MHz, with a minimum of 760-channels in no greater than 25 kHz increments, and a minimum of 5-watts carrier output power.

(c) One P25 Digital Aeronautical VHF-FM Radio Transceiver (**FM-1**)

(1) A P25 Digital aeronautical **VHF-FM** radio transceiver (FM-1). The transceiver shall operate from 150 to 174 MHz, permit the operator to program any usable frequency within that band while in flight, provide operator selection of both wide-band (25 kHz bandwidth/5 kHz modulation) and narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) in addition to P25 Digital operation by channel for MAIN and GUARD operation. Transceivers shall be set to operate in the analog narrowband mode (typically indicated with a lower case "n") unless local conditions dictate otherwise.

(2) Carrier output power shall be 6-10 watts nominal. The transceiver shall be capable of displaying receiver and transmitter operating frequency. Transceivers shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD (168.6250 MHz) is required. Scanning of GUARD is not acceptable. **Note:** GUARD communications may only be used for: emergencies; initial call; recall; and redirection.

(3) A CTCSS sub-audible tone encoder with a minimum of 32 standard operator selectable tones, meeting the current EIA/TIA-603 standard, shall interface with the above transceiver. The encoder shall encode a 110.9 Hz tone on all AIR GUARD transmissions.

(4) The transceiver's operational controls shall be mounted in a location that is convenient to both Pilot-in-Command (PIC) and Second-in-Command (SIC).

(5) Aircraft having two or more aeronautical VHF-FM radio transceivers need only have a GUARD receiver in one transceiver.

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(6) The following multimode (P25) digital aeronautical VHF-FM transceivers are known to be acceptable.

Cobham Avionics (aka Northern Airborne Technology)	NPX136D
Technisonic Industries	TDFM-136
	TDFM-136A
	TDFM-136A/NV

(7) Multimode (P25) digital aeronautical VHF-FM transceivers must meet FS/AMD A-19. Visit the following website for a copy of FS/AMD A-19 and a current list of acceptable radios: www.nifc.gov/NIICD/documents.html

(8) All P25 digital radios will operate with current software as listed on: www.nifc.gov/NIICD/hotsheet/hotsheet.html Software versions identified on this website by October 1st will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer. As an example, Technisonic releases a new software version for their TDFM-136 radio on August 1st. The above website lists this new software version on September 15th. Therefore, all TDFM-136 radios must operate with this new software by January 1st. However, if the website did not list this new software until October 10th, the software would not be required until end of the following year.

(d) Audio Control Systems

(1) General. Two separate and interchangeable audio control systems shall be provided for the PIC and SIC. Both systems shall provide the operator with separate controls for selection of multiple receiver audio outputs and transmitter microphone/PTT audio inputs. The pilot inspector's position shall either have a separate audio control position or monitor the receiver's as selected by the SIC's position. The pilot inspector's audio control system need not be interchangeable with the PIC or SIC's audio control systems.

(2) Transmitter selection and operation. Separate transmitter selection controls shall be provided to the microphone/PTT inputs of each required audio control system. The pilot inspector's position does not need to have radio transmit capability. The system shall be configured so that the required operator may independently select and utilize a different transmitter simultaneously (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter side tone audio shall be provided for the user as well as for cross monitoring via the corresponding receiver selection switch on the other audio control system(s) (if required).

(3) Receiver selection and operation. Separate controls shall be provided to the operator for selection of audio from one or any combination of available receivers. The pilot inspector's position does not need to receive NAV inputs.

(e) Radios and Systems

(1) General. Audio control system(s) shall provide for selection of all installed radios and PA systems at all required positions.

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(2) Earphones and Microphones. The aircraft's audio system impedance type shall be the same throughout the aircraft.

(i) All earphone/microphone jacks in the aircraft shall operate all required radios/ICS systems that are required for that position.

(ii) A spare headset with microphone shall be provided by the Contractor and kept within reach of the PIC or flight engineer (while seated). The spare headset with microphone shall be the same impedance and jack connector type as the aircraft's audio system.

(iii) The pilot inspector's position earphone/microphone jacks shall be JJ-033/JJ-034 type. The jack pair shall not be separated by more than four inches.

(3) Push-to-talk (PTT) Operation. Separate PTT switches shall be provided for radio transmitter and ICS microphone operation at all required positions. The flight engineers position (if required) only requires an ICS PTT switch. The PIC and SIC's PTT switches shall be mounted on the yoke, throttle, or any panel area convenient to the operator. The pilot inspector shall be equipped with an ICS PTT switch mounted in an area convenient to the operator. It is preferred that the pilot inspector utilize PTT switches located on a coiled 3 foot handheld cord with large clip (Comm Innovations CIX016VG0K3-6P or equivalent) mounted adjacent to the pilot inspectors position. When provided, the coiled cord shall use a 6 pin MS3116A10-6P type connector with pin assignments of: Pin A–Audio Lo, pin B–Mic Hi, pin C–Mic Lo, pin D–Audio Hi, pin E–transceiver PTT, and pin F–ICS PTT.

(4) Intercommunications System (ICS). An ICS system shall be provided for all required positions. ICS audio shall mix with, but not mute, selected receiver audio. Adjustment of the ICS audio level at any position shall not affect the level at any other position. "Hot Mic" capability controlled via an activation switch or voice activation (VOX), and an ICS PTT switch shall be provided at all required positions, unless normal conversation can be maintained in the cockpit while in flight. ICS sidetone audio shall be provided for the earphone corresponding with the microphone in use.

(f) Automated Flight Following

(1) An Automated Flight Following System (AFF) compatible with the government's AFF tracking network (Webtracker). Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements and a list of previously successful AFF equipment refer to https:\\www.aff.gov/.

(2) The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight.

AFF equipment shall utilize as a minimum: Satellite communications, an internally or externally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence.

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Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer required pilot display(s) or control(s) shall be visible/ selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

(3) AFF communications shall be fully operational in the lower 48 states. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

(4) The Contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The Contractor shall register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor shall contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the Contractor shall ensure that the correct aircraft information is indicated within Webtracker. The Contractor shall contact the FAHD of system changes, scheduled maintenance, and planned service outages.

(5) Registration contact information, a web accessible feedback form, and additional information is available at: https://www.aff.gov. The FAHD can be reached at (800) 253-5559 or (208) 387-5290. Prior to the aircraft's annual inspection, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. As a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at https://www.aff.gov to request a username and password, or contact the FAHD.

(6) If AFF becomes inoperable/unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice system for flight following. The Contractor will return the AFF system to full operational capability within 5 calendar days after the inoperative/unreliable unit is first discovered as defective.

(7) This clause incorporates Specification Section Supplement available at: http://www.aff.gov/contacts.asp with the same force and effect as if they were presented as full text herein.

(g) Cockpit Voice Recorder

A cockpit Voice Recorder (CVR) shall be installed and meet the standards of 14 CFR Part 121.359(a)(c)(f)(g) and (h) along with Part 25.1457 whether or not a CVR system is required by 14 CFR or the aircraft's TC. If those recordings specified in Part 25.1457(c)(4)(i) or (ii) are not required, then the CVR shall record audio from the Pilot Inspector's (PI) position on the forth channel in addition to those recordings required by Part 25.1457 (c)(1), (2) and (3).

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(h) Navigation Systems

(1) Global Positioning System (GPS)

(i) A TSO'd GPS shall be permanently installed in the aircraft; located where both the pilot and the co-pilot/observer can clearly view the display; utilize WGS-84 datum; reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS unit must have the ability for manual entry of waypoints in flight. The GPS shall have a database, updated annually, covering the continental United States. Contractors accepting dispatches to Alaska shall also include an Alaska database in the GPS.

(2) One Transponder and Altitude Encoder. ATC transponder and altitude reporting system(s) must meet the requirements of 14 CFR §91.215 (a) and (b), 14 CFR §91.413 and be tested and inspected every 24 calendar months as specified by 14 CFR §43, appendix F.

(3) One Static Pressure System, Altimeter Instrument System, and Automatic Pressure Altitude Reporting System (Static System). The aircraft's static system(s) shall be maintained in accordance with the IFR requirements of 14 CFR §91.411, and inspected and tested every 24 calendar months as specified by 14 CFR §43, appendix E.

(4) Two panel mounted VOR receivers with indicators meeting the requirements of 14 CFR §91.171.

(5) One localizer (LOC) receiver interfaced to the #1 VOR system.

(6) One glide slope system interfaced to the #1 VOR system.

(7) One marker beacon receiver system with indicator.

(8) A DME system independent of the GPS system. A DME system is not required if an IFR certified GPS system is installed.

(9) One Magnetic compass. The magnetic compass(es) must be placarded per 14 CFR §23.1547.

(10) A Traffic Awareness and Avoidance System. The system shall be a TSO certified system. The system using an active surveillance interrogation meeting the following requirements:

(i) The system shall have antennas providing a 360-degree view while minimizing airframe shadowing. Must be capable of receiving targets both above and below the aircraft.

(ii) The system shall allow operator range selection of 2 NM or less. The maximum range shall be at least 10 NM.

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(iii) The system shall utilize a panel mounted multifunction display (MFD) situated for convenient scan reference by the crew. The MFD's TCAS display area shall be at least 3 inches wide and 2 ¾ inches high.

(iv) The system shall be connected to the aircraft's audio control system(s) providing traffic alert audio for all required crew positions.

(11) One Radar Altimeter shall be installed. If the radar altimeter indicator is not mounted near the glareshield, a remote altitude low light shall be installed adjacent to the glareshield providing the PIC with a clearly marked, and bright, altitude low indicator. The radar altimeter shall operate from zero feet to a minimum of two thousand feet with an operator adjustable cursor which enables the altitude low light indicator.

(i) Avionics Installation and Maintenance Standards

(1) All avionics systems used in or on the aircraft for this agreement and their installation and maintenance shall comply with all manufacturers' specifications and applicable 14 CFR requirements.

(2) Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems", and Chapter 12, "Aircraft Avionics Systems", as well as AC 43.13-2B Chapter 1, "Structural Data", Chapter 2, " Communication, Navigation, and Emergency Locator Transmitter System Installations", and Chapter 3, "Antenna Installation", are required.

(3) All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.

(4) Antennas shall be polarized as required by the avionics system and have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1.

(5) Labeling and marking of all avionics controls and equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

(6) Avionics equipment mounting location and installation shall not interfere with occupant safety, space, and comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

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EXHIBIT 4 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 agreement 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
2. Before Takeoff
3. Climb/Cruise
4. Before Drop
5. Before Landing
6. After Landing
7. Stopping Engines
8. Emergencies
9. After Drop

(b) Appropriate current aeronautical charts, including reroute, terminal and approach. The minimum required to begin work under the agreement is VFR and IFR coverage in the **contiguous 48 states.**

(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, Exhibit 8).

(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 Interagency Airtanker Base Directory NFES 2537).

(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.

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EXHIBIT 5 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:

Splints are recommended if space permits.

Kits must be in a dust-proof and moisture-proof container.

Kits must be readily accessible to the pilot(s) and crewmembers.

Kits may be commercially available types, similar in content, which are FAA approved for the appropriate number of pilots and crewmembers carried.

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EXHIBIT 6 SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)

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.

Note: Food expiration dates shall be clearly visible and shall not be exceeded.

Note: A means to purify water and a potable water container shall be available when water is not carried as part of the survival kit.

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.

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(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 repellant.
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.

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EXHIBIT 7 AIRCRAFT MARKINGS

(a) The 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) The following list of weights shall be painted on the outside of the aircraft in a location readily visible to the loading crews:

Maximum Gross Weight	Contracted Retardant Weight
Maximum Landing Weight	Normal Operating Weight
	Empty Weight

(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 9.3 pounds per gallon.

(f) Level marks shall be painted on the retardant tank or aircraft indicating the level of the aircraft at the time of Weights and Measures Certification for quantity levels.

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EXHIBIT 8 LOAD REFERENCE CHART

Tanker #:

Base:

Elevation:

ALLOWABLE TAKEOFF PAYLOAD BASE TEMPERATURE VARIATION

	STD (ISA)	+10 F	+20 F	+30 F	+40 F
Runway					
Runway					
Runway					
Runway					
Runway					

ALLOWABLE TAKEOFF PAYLOAD BASE ZERO WIND 70% OF EFFECTIVE FIELD LENGTH OVER 50 FT OBSTACLE

Runway		
Runway		
Runway		
Runway		

ALLOWABLE TAKEOFF PAYLOAD BASE TEMPERATURE – STD +30 FIELD ELEVATION

	1000	2000	3000	4000	5000	6000	7000
4500							
5000							
5500							
6000							
6500							

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EXHIBIT 9 DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)

(a) General

Performance under this agreement 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 DOD. The following forms must be completed and submitted to the CO:

Civil Aircraft Landing Permit, DD Form 2401

Civil Aircraft Certificate of Insurance, DD Form 2400

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 establishment of the agreement(s), 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 establishment of the agreement the review of a subsequent period. The minimum limits required to be carried during the performance of this agreement 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 and Under	Each Person Each Accident	$100,000 $200,000	$100,000	$100,000 $100,000 X75% X Number Oo Passenger Seats
2	Over 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

(e) Conduct and Regulations

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(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 Contract Officer 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.

(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. Review EPA

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.

(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 his authorized representative.

(2) 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:

AVGAS	**JET FUEL**
80	Jet A
100/130	Jet A-50
100	JP 4
	JP-8

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

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EXHIBIT 10 AIRTANKER FLIGHT CREW TRAINING FORM - AIR CARD PROGRAM

Process and Controls for US Government Aviation In-to-Plane Reimbursement (AIR) Card Program

Below are listed the processes and controls for the use of the US Government AIR Card issued by DLA to the Forest Service (FS) for airtankers that use Jet A fuel under the Large Airtanker Services Contract.

(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. Contractors will be held liable for misuse of the AIR Card.

(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) Where possible and appropriate, the contractor will first attempt to use the AIR Card to purchase fuel.

(e) 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.

(f) Contractors shall only use the AIR Card to purchase fuel. Items other than fuel will be purchased using the contractor's means of payment.

(g) Contractors shall not accept gratuities or other gifts from fuel suppliers.

(h) AIR Card Users will: review the Government AIR Card User Training located at: https://www.desc.dla.mil/DCM/DCMPage.asp?PageID=225 read the US Government and Forest Service AIR Card User Guides, and read and sign the Statement of Understanding (SOU)and return it to the Accountable Official (AO).

(i) Airtankers will begin the Mandatory Availability Period (MAP) with an established amount of fuel documented in the Aviation Business System (ABS). Upon return to the home base at the end of the MAP, the difference shall be paid in ABS as a credit or a charge depending on that difference.

(j) All fuel quantities (gallons) purchases during the MAP shall be documented in ABS in the remarks section for the day on which it was purchased.

(k) An Airtanker Fuel Log containing information about the purchase shall be maintained in the aircraft and the original forwarded along with the AIR Card to the AO at the end of the option period for each year of the contract. The information in the log shall include as a minimum; date of purchase, the sortie description or fire number on which the fuel was used, location where the fuel was purchased, gallons received, retail price per gallon at point of sale, if known the contract fuel price per gallon and type of purchase, the estimated total volume in pounds (or gallons) on the aircraft at the completion of fueling, and the contractor representative's or pilot's last name.

(l) The line item COR and the AO for the airtanker shall receive copies of the fuel receipts and fuel log by either fax, scanned pdf, or photocopy the 1st and 16th of each month. The company should retain copies of the original receipts and the original receipts will only be sent to the AO after the end of the option period.

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EXHIBIT 11 STATEMENT OF UNDERSTANDING (SOU) FOR AIR CARD

U.S. Government Aviation Into-Plane Reimbursement (AIR) Card Program

Card User Statement of Understanding (SOU) for AIR Card Users

I certify that I have read the "U.S. Government AIR Card User Guide", the "US Forest Service AIR Card User Guide, and have completed the AIR Card User Training. I understand that I am authorized to use the AIR Card only for approved Jet A fuel charges for aircraft while under an exclusive use contract with the US Forest Service.

I understand that the issuance of this U.S. Government AIR Card is an extension of the contractor-government relationship and that I am being directed to *(initial each item)*:

_____- Abide by all rules and regulations with respect to the AIR Card.

_____- Not accept gratuities or gifts from AIR Card fuel suppliers.

_____- Use the AIR Card only for fuel purchases associated with this contract.

_____- Notify the AO, COTR, or CO of any problems with respect to my usage of the AIR Card.

_____- Notify the AO, COTR, or CO immediately if I find that the AIR Card is lost or stolen.

I acknowledge the right of the government to revoke or suspend my AIR Card privileges if I fail to abide by the terms of this agreement. By extension, as an Air Card User and contractor's representative I am considered accountable and may be held liable to the government for improper use of the AIR Card.

Note: AOs will not authorize usage of an AIR Card unless the card user signs this Statement of Understanding and receives training as mandated by the DoD 4140-M, Chapter 16.

Signed By _____
(Card User's Signature)

Signed By _____
(Card User's Printed Name)

Signed By _____
(AO Signature)

Signed By _____
(AO Printed Name)

AO: Sheila Valentine (208) 387-5621 svalentine@fs.fed.us Fax (208) 387-5735

COTR: Scott Fisher (208) 387-5968 sfisher01@fs.fed.us

CO: Melinda G. Draper (208) 387-5610 mgdraper@fs.fed.us 3/24/2011

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EXHIBIT 12 AIRTANKER FUEL LOG

Date	Fire No	Airport	Gallons Serviced	Retail Cost/Gal	Contract Cost/Gal	Type*	Total Volume after Servicing #
7/6/2011	P6ZZZZ	BOI	300	$4.95	$3.00	D	7500 lbs

* Type = (D=DoD, C=Contract, N=Non Contract, V=Vendor Purchase (FS to reimburse Vendor purchased fuel through ABS)

Annotate Pounds or Gallons

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EXHIBIT 13 SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE

NOTE: Under the heading OFFEROR ACTION REQUIRED the documentation provided must describe the policy or process used to meet the standard. To ***provide evidence*** of implementation in company operations a copy of a certificate of SMS audit serves as evidence; or a copy of a "self-validated" SMS audit will suffice.
If no action is stated, simply mark the column with a Y, N or N/A where applicable.

(4 pages)

SAFETY MANAGEMENT SYSTEM COMPONENTS			Y	N	NA	OFFEROR ACTION REQUIRED
	IS-BAO Element	**Standard**				
	3.2.1	**Safety Policy and Objectives**				
1	3.2.1c	Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?				Describe and provide evidence.
2	3.2.1d	Do you have an internal emergency response plan?				
	3.2.2	**Safety Risk Management:**				
3	3.2.2	Does the company have a Risk Management Policy?				
4	3.2.2a,b	Has the company developed and maintained a Risk Management Process to: Identify Hazards Risk Analysis (Exposure) Risk Assessment (Severity and likelihood) Decision Making (Mitigations) Validation of Control (Controls effective)				Describe and provide evidence.
5	--	Does the company have Operational Risk Management (ORM) Worksheet				Describe and provide evidence.
6	--	Is there a process to elevate the risk decision outcome? I.e. Chief Pilot? CEO?				Describe and provide evidence.
	3.2.3	**Safety Assurance:**				
7	3.2.3a,b,c	Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?				What action has your company taken and/or plans to facilitate change? Describe and provide evidence.
	3.2.4	**Safety Promotion:**				

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SAFETY MANAGEMENT SYSTEM COMPONENTS			Y	N	NA	OFFEROR ACTION REQUIRED
	IS-BAO Element	**Standard**				
8	3.2.4a,b	Has the company developed and maintained a formal means of safety communication (like SAFECOM)?				Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence
9	3.2.4b	Are there lessons-learned developed from incidents/accidents? Were they shared with the company personnel?				
10	--	Is a Safety Award system in place?				
	3.3	**Compliance Monitoring**				
11	3.3.1	Have operations (internal or external) audits been conducted in this past field season?				Describe and provide evidence.
12	3.3.1	Are the audits documented?				
13	--	Is there an Action Plan (AP) developed from the audits?				
	3.4	**Flight Data Analysis**				
14	3.4.1	Does the company have a Quality Assurance Program?				Describe and provide evidence.
	4.1	**Organization and Personnel**				
15	4.1.1	Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?				Describe and provide evidence.
16	4.1.2	Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?				
	4.3	**Crew Member Qualification**s				

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SAFETY MANAGEMENT SYSTEM COMPONENTS			Y	N	NA	OFFEROR ACTION REQUIRED
	IS-BAO Element	**Standard**				
17	4.3.1a,b, c,d	Are there procedures to ensure that all aircraft crewmembers: hold valid licenses and certificates to include medical certificates; meet all currency requirements; and have fulfilled the company's training and proficiency requirements?				Briefly describe your program for qualifying your pilots to fly the aircraft and how do you evaluate pilot performance? Describe and provide evidence.
	4.4	**Maintenance Personnel Qualifications**				
18	4.4.1	Do the maintenance personnel hold the licenses and ratings required by the FAA?				
	5.1	**Training Programs**				
19	5.1.1	Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?				Do you train your pilots and mechanics, both initially and annually, on the requirements of the contract? Describe and provide evidence.
20	5.1.2 5.1.3 5.1.6	Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?				Describe and provide evidence.
	9.1	**Maintenance Control System**				

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SAFETY MANAGEMENT SYSTEM COMPONENTS			Y	N	NA	OFFEROR ACTION REQUIRED
	IS-BAO Element	**Standard**				
21	9.1.1	Does the operator have a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted?				Briefly describe your home base maintenance program. In-house or sub-contracted? Inspection program is to what standard (137, 91 or 135)? Facility FAA or manufacturer certified? Provide evidence.
22	9.2.2	Has the operator included provisions in the company operations manual for flight crew to obtain maintenance services when away from home base?				
	10.1	**Company Operations Manual**				
23	--	Does the Operations Manual contain a flight operations and aircraft maintenance policy?				
24	10.2	Does the manual contain an operational control system and SOP's?				
25	--	Is the manual approved by management (CEO)?				
26	10.1	Is the manual amended or revised as necessary to ensure that the information contained in it is kept up to date?				
27	10.1	Have the employees been trained on the manual?				
28	--	Does the manual reflect the type operation that is being contracted for?				Describe and provide evidence.

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SAFETY MANAGEMENT SYSTEM COMPONENTS			Y	N	NA	OFFEROR ACTION REQUIRED
	IS-BAO Element	**Standard**				
	11	**Emergency Response Plan**				
29	11.1	Is there a current Accident / Emergency Plan available to all employees?				
30	11.5	Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?				

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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.

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.

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

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.

Clock time. Commences when an aircraft starts its take-off roll and ends when the aircraft has finished taxiing to parking.

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 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.

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

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.

On Maximum Gross Weight. On 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 lead plane, smokejumper/Para cargo, 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.

Mountain Flying. Conducting flight operations that require special techniques including take offs and landings at locations with 5,000 feet above sea level or greater pressure altitudes, at temperature ranges above 75 degrees F, and or limited and unimproved airstrips.

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.

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

Operating Agency. An executive agency or any entity thereof 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.

On 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. 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.

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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). PSE's 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 system is not intended to be punitive in nature, nor is it to be used for reliability trending of aircraft systems and components. It will be used to disseminate safety 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.

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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
AO	Accountable Officer
AIR Card	Aviation In-To-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	Initial Attack Airtanker Captain
AKP	Airtanker Captain
AKTP	Initial Airtanker Training Pilot
ATP	Airline Transport Rating
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
GPS	Global Positioning Satellite
GPM	Gallons-Per-Minute

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GPS	Global Positioning System
IATB	Interagency Airtanker Board
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
NFPA	National Fire Protection Association
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
OLM	Operational Load Monitoring
PBO	Principle Base of Operations
PI	Pilot Inspector
PIC	Pilot-in-Command
PMRB	Pilot/Mechanic Review Board
PPE	Personal Protective Equipment
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
SIC	Second-in-Command/Co-Pilot
SIP	Structural Integrity Program
SMS	Safety Management System
STC	Supplemental Type Certificate
SUO	Statement of Understanding
TBO	Time Between Overhaul
TC	Type Certificate
TCTO	Time Compliance Technical Orders
TCAS	Traffic Collision Avoidance System
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

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EXHIBIT 15 DEPARTMENT OF LABOR WAGE DETERMINATION

WD 95-0222 (Rev.-33) was first posted on www.wdol.gov on 06/26/2012
Aerial Photographers/Seeding/Spraying

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
Diane C. Koplewski Division of Wage Director Determinations	Wage Determination No: 1995-0222 Revision No: 33 Date Of Revision: 06/18/2012

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		25.70
(not set) - First Officer (Co-Pilot)		23.40
(not set) - Aerial Photographer		12.84

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.71 per hour or $148.40 per week or $643.07 per month

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 4174)

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.

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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): $1.50 per hour, or $60.00 per week, or $260.00 per month hour 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 $3.71 per hour.

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 regrading 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 ordance, (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 ordance, 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 ordance, 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

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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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer 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. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (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 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 contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer 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, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

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notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer 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 insure 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.

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EXHIBIT 15 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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
Diane C. Koplewski Director Division of Wage Determinations	Wage Determination No.: 1995-0221 Revision No.: 30 Date Of Last Revision: 01/08/2013

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 incidents services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		18.50
Continental U.S.		18.50
Hawaii and American Samoa		18.26
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		26.10
Hawaii and American Samoa		17.34
Midwestern Region		20.60
Northeast Region		19.34
Southern Region		18.02
Western Region		20.84

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05220 - Motor Vehicle Mechanic Helper
Alaska 18.88
Hawaii and American Samoa 13.35
Midwestern Region 13.36
Northeast Region 15.06
Southern Region 11.62
Western Region 14.12
07000 - Food Preparation And Service Occupations
07010 - Baker
Alaska 15.68
Hawaii and American Samoa 15.66
Midwestern Region 13.14
Northeast Region 14.92
Southern Region 10.74
Western Region 16.37
07041 - Cook I
Alaska 13.51
Hawaii and American Samoa 13.18
Midwestern Region 9.66
Northeast Region 12.06
Southern Region 9.20
Western Region 11.01
07042 - Cook II
Alaska 15.57
Hawaii and American Samoa 14.72
Midwestern Region 10.88
Northeast Region 13.59
Southern Region 10.37
Western Region 12.41
07070 - Dishwasher
Alaska 11.57
Hawaii and American Samoa 12.68
Midwestern Region 7.82
Northest Region 8.38
Southern Region 8.13
Western Region 8.43
07130 - Food Service Worker
Alaska 11.80
Hawaii and American Samoa 11.74
Midwestern Region 9.22
Northeast Region 11.06
Southern Region 8.73
Western Region 9.60
07210 - Meat Cutter
Alaska 19.24
Hawaii and American Samoa 18.68
Midwestern Region 16.21
Northeast Region 18.88
Southern Region 13.53
Western Region 17.71
12000 - Health Occupations
12040 - Emergency Medical Technician
Alaska 22.57
Continental U.S. 16.44
Hawaii and American Samoa 18.49

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21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	21.68
Hawaii and American Samoa	16.89
Midwestern Region	15.58
Northeast Region	15.22
Southern Region	12.89
Western Region	16.66
21150 - Stock Clerk	
Alaska	14.00
Hawaii and American Samoa	11.04
Midwestern Region	12.37
Northeast Region	12.21
Southern Region	11.85
Western Region	12.53
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	27.49
Continental U.S.	28.27
Hawaii and American Samoa	28.41
23040 - Aircraft Mechanic Helper	
Alaska	21.55
Continental U.S.	21.26
Hawaii and American Samoa	20.51
23060 - Aircraft Servicer	
Alaska	24.08
Continental U.S.	24.26
Hawaii and American Samoa	23.81
23160 - Electrician, Maintenance	
Alaska	31.03
Hawaii and American Samoa	26.74
Midwestern Region	23.30
Northeast Region	24.97
Southern Region	19.91
Western Region	23.79
23440 - Heavy Equipment Operator	
Alaska	25.38
Hawaii and American Samoa	18.06
Midwestern Region	20.60
Northeast Region	19.34
Southern Region	18.02
Western Region	20.84
23470 - Laborer	
Alaska	15.40
Hawaii and American Samoa	14.95
Midwestern Region	12.53
Northeast Region	12.64
Southern Region	10.20
Western Region	11.84
23530 - Machinery Maintenance Mechanic	
Alaska	28.95
Hawaii and American Samoa	28.57
Midwestern Region	17.86
Northeast Region	18.68
Southern Region	14.15

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Western Region	17.72
23580 - Maintenance Trades Helper	
Alaska	21.17
Hawaii and American Samoa	16.33
Midwestern Region	16.81
Northeast Region	15.70
Southern Region	14.14
Western Region	14.58
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	11.73
Hawaii and American Samoa	9.56
Midwestern Region	7.64
Northeast Region	8.06
Southern Region	7.64
Western Region	8.06
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	22.70
Hawaii and American Samoa	21.59
Mid Western Region	20.18
Northeast Region	18.67
Southern Region	20.52
Western Region	19.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	21.30
Hawaii and American Samoa	13.83
Midwestern Region: 1 1/2 to 4 tons	17.55
Midwestern Region: over 4 tons	18.35
Midwestern Region: under 1 1/2 tons	13.13
Northeast Region: 1 1/2 to 4 tons	17.99
Northeast Region: over 4 tons	18.77
Northeast Region: under 1 1/2 tons	13.95
Southern Region: 1 1/2 to 4 tons	16.03
Southern Region: over 4 tons	16.62
Southern Region: under 1 1/2 tons	8.93
Western Region: 1 1/2 to 4 tons	16.53
Western Region: over 4 tons	16.99
Western Region: under 1 1/2 tons	10.40
31361 - Truckdriver, Light	
Alaska	19.93
Hawaii and American Samoa	10.90
Midwestern Region	13.13
Northeast Region	13.95
Southern Region	8.93
Western Region	10.40
31362 - Truckdriver, Medium	
Alaska	21.58
Hawaii and American Samoa	13.82
Midwestern Region	17.55
Northeast Region	17.99
Southern Region	15.98
Western Region	16.53
31363 - Truckdriver, Heavy	

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Alaska	22.81
Hawaii and American Samoa	15.08
Midwestern Region	18.35
Northeast Region	18.77
Southern Region	16.62
Western Region	17.61
31364 - Truckdriver, Tractor-Trailer	
Alaska	24.02
Hawaii and American Samoa	15.28
Midwestern Region	21.82
Northeast Region	18.90
Southern Regioon	17.47
Western Region	17.97
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	15.51
Hawaii and American Samoa	14.72
Midwestern Region	10.88
Northeast Region	13.59
Southern Region	10.36
Western Region	12.41
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	19.27
Hawaii and American Samoa	19.80
Midwestern Region	17.35
Northeast Region	18.32
Southern Region	19.00
Western Region	17.48
(not set) - Quality Assurance Representative II	
Alaska	25.21
Hawaii and American Samoa	23.53
Midwestern Region	21.40
Northeast Region	22.74
Southern Region	20.10
Western Region	21.19
(not set) - Quality Assurance Representative III	
Alaska	26.82
Hawaii and American Samoa	25.61
Midwestern Region	25.19
Northeast Region	26.77
Southern Region	23.77
Western Region	25.41
(not set) - Chief Cook	
Alaska	20.60
Hawaii and American Samoa	24.69
Midwestern Region	18.16
Northeast Region	21.98
Southern Region	16.64
Western Region	20.23
(not set) - Environmental Protection Specialist	
Alaska	32.49
Hawaii and American Samoa	30.05
Midwestern Region	27.33

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Northeast Region	32.78
Southern Region	27.83
Western Region	28.78
(not set) - Fire Safety Professional	
Alaska	32.47
Hawaii and American Samoa	30.05
Midwestern Region	27.33
Northeast Region	32.78
Southern Region	27.83
Western Region	28.78
(not set) - Aircraft Quality Control Inspector	
Alaska	28.75
Continental U.S.	29.56
Hawaii and American Samoa	29.72
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	11.38
Hawaii and American Samoa	10.52
Midwestern Region	9.73
Northeast Region	11.11
Southern Region	7.64
Western Region	9.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.71 per hour or $148.40 per week or $643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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): $1.50 per hour, or $60.00 per week, or $260.00 per

month hour 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 $3.71 per hour.

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 regrading 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 ordance, (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 ordance, 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 ordance, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

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links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer 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. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (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 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 contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer 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, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

5) The contracting officer 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.

SECTION J
LIST OF ATTACHMENTS

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure 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 **

SECTION J
LIST OF ATTACHMENTS

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.

(B) A listing with the current status of overhaul, life-limited components, regulatory items (i.e. 91.411) and Airworthiness Directives, as well as the maintenance performed throughout the contract period, shall be onboard each contract aircraft at all times. The status sheet will include PSE item numbers, part numbers, serial numbers, (as applicable) along with total time at installation, total time since overhaul, and inspection/overhaul/replacement intervals, and next due, as applicable.

(C) 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 Flight and Maintenance Log form illustrated in Section J. is only a sample, but illustrates the minimum requirements.

(2) 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.)

(3) 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 National Airtanker Inspection Team.

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LIST OF ATTACHMENTS

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

TYPE FLIGHT LEGEND:

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

TYPE AIRCRAFT TOTAL TIME

AIRCRAFT TOTAL TIME BROUGHT FORWARD

THIS DATE CARRIED FORWARD

FUEL & OIL RECORD

FUEL ADDED	TOTAL FUEL ON BOARD	OIL ADDED Engine #1	#2	#3	#4

TOTAL FLIGHT TIME THIS DATE

DISCREPANCIES AND AUTHOR'S INITIALS

CORRECTIVE ACTION

MECHANIC'S SIGNATURE

SECTION J
LIST OF ATTACHMENTS

EXHIBIT 18 AIRTANKER INSPECTION FORM

Revised 1-99

Contractor:			**Contract Number:**	
FAA 137 Cert. Number:	Issued By:		**Item Number:**	
FAA PMI:	FAA POI:			
Aircraft Make/Model/Series:			**Administrative Base**	**Agency**
N-Number:	Tanker #:			
Serial Number:	Year of MFG:			
Airworthiness Cert.:	Category:	Approved Maintenance Program (91.409)	☐ Yes	☐ No
Maintenance Manual Revision Date:		Fire Ext. Min 2-1/23	☐ Yes	☐ No
Date Last Weighed:		Quick Reference Load Charts	☐ Yes	☐ No
Flight Manual Revision Date:		Contract on Board Tanker	☐ Yes	☐ No
Flight Charts Available: ☐ IFR ☐ VFR		Cockpit Checklists	☐ Yes	☐ No
		Coverage Area:		
Total Airframe Time (TAT):		Max. Gross Take-Off Weight:		
Last Airframe Inspection Date:	Type:	Time:		
Propeller Make & Model		Max. Landing Weight:		
Engine Make & Model:		Zero Fuel Weight:		
Fuel Type Engine Rater Power:		Contracted Payload Weight:		
Fuel Burn/Hr:		Normal Operating Weight:		

Component Statistics	**1**	**2**	**3**	**4**
Engine Serial Number				
Date Installed				
Engine Time Since Overhaul				
Propeller Serial Number				
Propeller Overhaul Date				
Turbine Efficiency				

Flight Crew	Captain:	Flight Engineer:
	Copilot:	Mechanics:

Remarks		
☐ Inspected with Discrepancies (See Attached List)	Signature:	Date:
☐ Discrepancies corrected (See Attached List)	Signature:	Date:
☐ Inspected with Discrepancies	Signature:	Date:
☐ Approved	Signature:	Date:

SECTION J
LIST OF ATTACHMENTS

PRE-USE INSPECTION CHECKLIST

Ver 1.08

AIRTANKER

Per Contract Spec.C-20. A. 1.08 r4

1. Contract/Rental Agreement No.	#1	
	#2	
2. Item No.	#1	
	#2	
3. Designated Base	#1	
	#2	
4. Region/Area	#1	
	#2	

SECTION I - Operator & Aircraft Information (Fill in Blanks)

1. Operator	2. Address *Street* *City* *State* *ZIP Code*		
3. Phone No.	4. Make and Model	5. FAA Registration No.	6. Manufacturer's Serial No.
7. Gross Weight	8. Years in Service	9. Hobbs Reading	DOES NOT MEET AVIONICS REQUIREMENTS - See Avionics Tab

Items in Purple Also Complete Other Required Forms **Expires:** (Month / Yr)

Government Team Members

12. Approved By *(Signature)*	13. Title	14. Region	15. Inspected Date
	Aircraft Inspector		

Card Issue Date: pdf Copy sent to WO - Boise Copy filed with Contract and/or CO ☐

Start Date Contracted Payload Weight: Gallons:

Pilot	Co-pilot	Flight Engineer	Mechanic	Mechanic

(C-2) GENERAL CERTIFICATIONS

1. 14 CFR 137 Certificate[1] ** No. Are there Ops Specs? ☐ Yes ☐ No
   PMI
2. 14 CFR 145 Certificate[1] No. ☐ D100 Approved Off-Station

NA	OK		NA	OK		NA	OK	
☐	☐	D72 MX Req. / CAMP *(91.409f(1))*	☐	☐	D95 MEL -or- (LOA)	☐	☐	D485 Aging Airplane
☐	☐	D85 Aircraft Listing (or A03)	☐	☐	D97 Fuselage Repair Assess	☐	☐	D070 Fuel Tank Insp.
☐	☐	D88 / D89 MX Time Limitations	☐	☐	D137 Multiple Airworthiness Certificates			

(C-4) AIRCRAFT CONDITION & EQUIPMENT

INTERIOR

	N/A	Pass		N/A	Pass
1. Airworthiness Certificate (91.203)	☐		15. Strobes/Beacon *(Wing & Tail)(Anti-Collision)* **	☒	☐
2. Registration (91.203) Exp. Date: {Mnth} / {Yr}	☒	☐	16. Pulselites *(If Required)*	☐	☐
3. Flight Manual[1] (91.9 & 21.5) Required	☒	☐	17. Shoulder Harness *(Front)* & Seat Belts *(C.5.2(5)(A)*	☒	☐
Revision No. √lists Crew	☒	☐	Pilot ☐ Copilot ☐ Inertia Reels	☐	☐
Revision Date	☒	☒	18. Contract & Mods *(C-4.B.6.a)* Mod#	☒	☐
Weight & Balance Manual / Supp *(TCDS)*	☐	☐	19. Hazmat Guide & Exemption Letter *(C-4 B.6.b)*	☐	☐
4. Ops Specs/Ops Manual (119.43 & 135.21f)	☐	☐	20. First Aid Kit *(Exhibit 5)(C.5.2(5)(C))*	☐	☐
5. Maintenance Log *(In Aircraft) (C.5.5(6)(B))*	☐	☐	21. Survival Kit *(Exhibit 6)(C.5.2(5)(D))*	☐	☐
6. Placarding *(C-4 B.)*	☒	☐	22. Quick Reference Charts *(Exhibit 4)(C.5.5.(7)(D))*	☐	☐
7. Instruments *(Condition)*	☒	☐	23. Flight Charts IFR ☐ VFR ☐	☒	☒

SECTION J
LIST OF ATTACHMENTS

8. **Furnishings** *(Clean & Neat)*		23. **Cargo Restraints, Nets, Straps**	
9. **Windshields & Windows**		24. **Spare set of bulbs / fuses** *(C.5.2(4)(B))*	
10. **Flight Hour Meter (Hobbs)**		25. **"G" Meter** *(C.5.2(4)(C))(VLAT Exhibit 1)*	
Type Hobbs: _____		26. **Minimum Equipment List** **MMEL#**	
11. **Free Air Temperature Gage**		27. **OLMS Equipment** *(C.5.5.(7)(G))* *(VLAT Exh. 2D)*	
12. **Lights - Navigation/Landing** *(91.205(c))*		28. **Tank Controls** (P & C/P - IA Only) *(C.5.2(6)(D))*	
13. **Fire Extinguisher** *(5-B:C Rating)* *(C.5.2(5)(B))*		29. **DoD Requirements (Alaska)** *(Exhibit 9)*	
14. **Flashlight** *(Exhibit 4)(C.5.2(7)(A))*		30. Other	

Operator **Inspection Date:**

N Number **Make & Model**

MISCELLANEOUS REQUIREMENTS

	N/A	Pass		N/A	Pass
1. **Registration Marks (12 Inch)** *(45.22c(3) & 45.29)*			4. **Business Name (or Number) displayed** *(119.9b)*		
2. **"Restricted" Placards** *(45.23b)*			5. **Oxygen Bottle Hydro**		
3. **137 Operator Certificate on Board** *(137.33)*			Type: {Select} C/W Date: {Mnth} / {Yr}		

EXTERIOR *(C-4 B.)*

1. **Finish** *(Condition)*		11. **Engine(s)** *(Serviceability, leaks, etc.)*	
2. **Obvious Damage**		12. **Wings** *(Obvious Damage, Discrepancies, etc.)*	
3. **Visibility** *(High Visibility Paint Scheme) (D.1)*		13. **Flight Controls** *(Travel, movement, obvious damage, etc.)*	
4. **Corrosion**		14. **Wheels & Tires** *(wear, tread, etc.)*	
5. **Fuselage** *(Obvious Damage, Discrepancies, etc.)*		15. **Brakes** *(wear, leaks, etc.)*	
6. **Liquid Filler Openings Marked** *(d.1)(3)*		16. **Antennas** *(Security & Condition)*	
7. **Propeller(s)** *(Condition,leaks, Contrasting Paint,etc.)*		17. **Dataplates** *(Manuf, Model, S/N, TC#, HP)* (45.11(a))	
8. **Retardant Tank** *(Leaks, Damage, etc.)*		18. **Coverage Area**	
9. **Retardant Tank Emergency Dump** *(Ops Ck.)*		19. **Retardant Tank Placards** *(Weights)* *(Exhibit 7)(D.1(4))*	
10. **Retardant Tank Loading Levels Placard** *(D.1(5))*		20. **Tank Level Indicator** *(C.5.2(6)(E)*	

(C-5) AIRCRAFT MAINTENANCE (91.417, 135.65, 135.443)

AIRCRAFT

1. **Aircraft Total Time**[1] Cycles:
2. Last Complete Inspection[1] Date C/W {Mnth} / {Yr}
   Inspection Program {Select}
3. Last Inspection Time Cycles:
4. **Last Inspection** *(Date)* {Mnth} / {Yr}
5. **Last Inspection** *(Type)* {Select}
6. Last ALS/BZI Insp Time Cycles:
7. Next ALS/BZI Insp Due Cycles:
8. Weight & Balance[1] Agency Check
   Date of Last Weighing[1] {Mnth} / {Yr} Yes No
   Empty Weight Equipment List
   Operating Wt MAX Landing Wt Zero Fuel Wt
9. **Airframe Logbooks**[1] *(91.417*
10. **Engine Logbooks**[1] *& Exhibits)*
11. **Propeller Logbooks**[1]
12. **FAA Form 337**[1] *(91.417(a)(2)(vi)* ICA's
13. Airworthiness Limitations (DSG / OSL) {Select}

ENGINE, PROPELLER & GOVERNOR

1. **Engine Make & Model**
2. **TBO**[1] **Hours** **Calendar** Years
   (91.417(a)(2)(iii) HSI ← √ Cycles

	1	2	3	4
3. **Serial #**				
TSO[1]				
TSHSI				
Date SOH				
Efficiency:				

4. Propeller *(Time/Date Since O/H)* TC#
   TBO[1] Hours Calendar Years
   Serial #
   Hours[1]
   Date[1]
5. Prop Governor *(Time/Date Since O/H)*
   TBO[1] Hours Calendar Years
   Hours[1]
   Date[1]

SECTION J
LIST OF ATTACHMENTS

14. AD's & Listing[1] *(C-5 D.)(91.417(a)(2)(v)*	☐	17. Date of Last Aging Aircraft Review	☐
15. Time Change List[1] *(C-5 D.)(91.417(a)(2)(ii)*	☐	18 Engine Erosion Inspection C/W	☐
16. Service Bulletins[1] *(As Required)*	☐	19 Other Service Bulletins *(As Required)*	☐

CONTINUED AIRWORTHINESS PROGRAM (EXHIBIT 2)

1. **F&DT Assessment** *(Baseline & Firefighting)* *(25.571)*
   - ☐ Evaluation & Thresholds (SID / SSID) *(Exh. 2B(2))*
   - ☐ Assessment of Pre- 45 Repairs C/W ☐ N/A
   - ☐ Repair Assessment Guidelines (RAG) *(Exh. 2B(2))(91.1505)*
     - ☐ OEM Developed ☐ Operator Developed
2. **Standards for Maintenance** *(Exh 2C & 2E)* ☐ N/A
   - ☐ Manufacturer Support *(Documented)*
   - ☐ Instructions for Continued Airworthiness (ICA)
     - ☐ Fuselage *(91.1505)* ☐ Fuel Tanks *(91.1507)*

   PMI _____ _____
3. **Design Service Goal** _____
4. **Operational Load Monitoring** *(Exh 2D)*
   - ☐ Sups Data *(If Applicable)* **Sampling Rate:**
   - ☐ Data Retrevial SOP _____ per Second
   - ☐ List of Parameters ☐ Sample of Data
   - ☐ System Installed {Select}
5. **Quality Assurance** *(Exh 2F)* ☐ N/A
   - ☐ Continuing Analysis and Surveillance (CASP)
   - ☐ Technician Training *(C.14F)*
6. **SID - AD**

FAA Form 337's & Manuals

337 ICA *(if applicable)*	337 ICA *(if applicable)*	337 ICA *(if applicable)*	337 ICA *(if applicable)*
☐ ☐ Operational Loads Monitoring	☐ ☐ Tank System	☐ ☐ Radios	☐ ☐ Pulselites
☐ ☐ AFF	☐ ☐ TCAS	☐ ☐ TAWS	☐ ☐ CVR ☐ ☐ FDR
☐ ☐ Structural _____	☐ ☐ Other _____		☐ ☐ Other _____

(C-6) AIRCRAFT AND EQUIPMENT SECURITY

1. Security Devices 1. _____ 2. _____ 3. Incorporated into Preflight Checklist ☐

DISCREPANCIES (1-4 {Squawk}, 5-8 {Squawk(2)})		DISCREPANCIES (9-12 {Squawk}, 13-16 {Notes Only})	
1.		9.	
2.		10.	
3.		11.	
4.		12.	
5.		13	
6.		14.	
7.		15.	
8.		16.	

SECTION J
LIST OF ATTACHMENTS

Operator		Inspection Date	
N Number		Make & Model	

(C-8) AVIONICS

	N/A	Pass
1. Emergency Locator Transmitter (91.207) **		
Type: {Select}		
ELT 91.207d(1-4) Annual Check		
ELT Battery Due Date {Mnth} / {Yr}		
2. Magnetic Compass (23.1547) (C.5.4(3)(1))		
3. Automated Flight Following **		
Model: Website Check		
4. Flight Data Recorder Certification: {Select}		
Batt Due {Mnth} / {Yr} Para:		
5. Cockpit Voice Recorder (91.609(e) & (C.5.2(4)(D)) **		
Battery Due Date {Mnth} / {Yr}		
6. TAWS (91.223)		
7. TAS/TCAS/TCAD **		
8. Autopilot w/Flight Director		
9. Transponder (91.413) C/W Date {Mnth} / {Yr} **		
Mode S (TSO-C112)		
10. Altimeter/Static (91.411) C/W Date {Mnth} / {Yr} **		
11. GPS (Panel Mounted) **		
Type: {Sel} FMS VFR Placard		
Expiration Date:		
12. Marker Beacon (C.5.4(3)(G)) **		
13. DME (C.5.4(3)(H)) **		
14. ADF		
15. Glideslope System (C.5.4(3)(F))		
16. RVSM RVSM Manual		

	N/A	Pass
17. #1 VHF-AM Comm 760 Channel Only **		
18. #2 VHF-AM Comm Type: {Sel} Channel **		
19. #1 VHF-FM Type: {Select} **		
20. #2 VHF-FM Type: {Select}		
21. #3 VHF-FM Type: {Select}		
22. AUX FM Provisions		
23. Radar Altimeter (Exhibit 1) **		
24. Audio Controls (Separate) No. **		
25. Check Pilot ICS		
26. #1 VOR/ILS System (C.5.4(4)(D) & (E) **		
27. #2 VOR (C.5.4(4)(D) **		
28. Transmitter Selectors		
29. Receiver Selectors		
30. Transceiver PTT		
31. ICS Hot Mic/VOX (C.5.4(5))		
32. ICS PTT (C.5.4(5))		
33. Interphone No. Positions **		
34. Avionics Placarding (C.5.4(1)(A))		
35. General Condition (C.5.4(6))		
36. Avionics Records (C.5.4(1)(B))		
37. Other		
38. Other		
39. Other		
40 Avionics Checks Performed by: {Select}		

** *Required for Airtankers* / *Meets SEAT Requirements*

Other Information

SECTION J
LIST OF ATTACHMENTS

EXHIBIT 19 DAILY RETARDANT USE RECORD

Interagency Airtanker Base Operations Guide

DAILY RETARDANT USE RECORD

Airtanker Base Name and Agency

Date

Page

Name

Load No.	Time	Tanker No.	Incident Order No.	Billing Code Over Ride	Spec. Grav.	Refrac.	Pounds	Gallons	Day Total	Comments
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										

DAILY SUMMARY

Agency	Loads	Gallons
TOTAL		

Notes:

SECTION J
LIST OF ATTACHMENTS

EXHIBIT 20 FLIGHT CREW TRAINING FORM

Name (Captain)	Location	Fire Name	Tanker #	Date
Name (Copilot)	**Location**	**Fire Name**	**Tanker**	**Date**

N-Number	Flight Time	Crew Position				
		☐ PIC	☐ Trainee	☐ Recurrent	☐ Annual	☐ Initial

Training; S=Satisfactory, U=Unsatisfactory, NE=Not Evaluated

Preflight	Training 1	Training 2	Tactics (Low Level)	Training 1	Training 2
Preflight Inspection			Aircraft Separation		
Aircraft & Radio Set-up			Join-up/ Formation		
Preparation/Organization			Drop Pattern		
Use of Checklists			Right Hand Pattern		
Performance			Approach to Target (Line-up_		
Weight & Balance			Over the Target (Airspeed)		
			Drop Accuracy		
			Exit Path(s)		
Enroute			Maneuvering / Bank Angle		
Situational Awareness			Airspeed Control		
Flight Following			Radio Usage		
TFRs			Drop Evaluation		
Special Use Airspace			Coordination with other Resources		
Knowledge of Environment			Jettison during Emergency Condition		
Approaching the Fire					
Collision Avoidance			**General**		
Predrop Checklist/Aircraft Readiness			Use of Checklists		
			Judgment		
Initial Tactics Recon			Emergency procedures		
Fire Traffic Area (12 mile Check-in)			Verbal Skills		
Traffic Awareness in Fire Environment			Mountain Flying Knowledge		
Fire Size up			Mountain Flying Skills		
High/lLow Reconnaissance			Situational Awareness		
Risk Assessment Go/No-Go Decision			CRM/Teamwork		
Tactical Briefing			Low Level Opns		
Target description					
Start Point					
Hazards					
Exit					

Remarks (Any above Average, Unsatisfactory, or Below Average Requires a Remark)

Results of Training Flight:			Company Training Pilot/Based at
☐ Satisfactory	☐ Unsatisfactory		

Training Pilot Name	Training Pilot Signature	Pilot/Trainee Signature

Confidential 4/13/2007

SECTION J
LIST OF ATTACHMENTS

EXHIBIT 21 AIRCRAFT PERFORMANCE SPECIFICATION

	Aircraft Make & Model				
1.	Aircraft Empty Weight (basic mission equipment configuration from current aircraft Wt & Bal report) [1]				
2.	Flight crew weight (Including mechanic)				
3.	Flight crew items/baggage				
4.	Support equipment, tools, parts & supplies				
5.	Contracted Retardant Load Weight [1]				
		Gallons @	***9.0***	lbs/gal=	***0***
6.	Total Aircraft Mission Weight (Less Fuel) [2]				***0***
7.	Total fuel weight [1]				***0***
	2.5	Hours of Fuel @ [3]		GPH =	
	0	Gallons @	***6.0***	AVGAS[6] lbs/gal=	
8.	Normal Aircraft Operating Weight [1]				***0***
9.	Aircraft Design Zero Fuel Weight or Zero Fuel Weight Limitation				
10.	Weight download per USFS and/or FAA approved Inspection Program (If applicable)[5]				
11.	Maximum Adjusted Zero Fuel Weight [1]				***0***
12.	Aircraft Maximum Gross Weight Limitation [1]				
13.	Aircraft Maximum Landing Weight Limitation [1 – 4]				

[1] These weights shall be placarded on both sides of aircraft

[2] Line #6 weight shall not exceed weight limit of Line #11

[3] 2 1/2 hours minimum Fuel, computed at cruise rate

[4] Retardant load may be jettisons to meet landing weight limitations

[5] Fatigue Load Analysis Basis

[6] Use 6.7 lbs/gallon for Jet A

Tank Capacity (gallons)	Download		
-	-		
3,000	0		
2,550	(4,108)		
2,082	(3,286)		
1,800	(2,739)		
Avgas	Jet	H2o	Retardant
6.00	6.70	8.34	9.0

SECTION J
LIST OF ATTACHMENTS

EXHIBIT 22 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 is responsible for providing the following information to the Federal Aviation Administration Flight Standards District Office that your 133, 135 and/or 137 Certificates are issued by. In addition, a copy of this document is required to be carried in each contracted aircraft listed below.

Civil Operator: *Name your Certificates are Held Under*

Aircraft Type (Fixed-Wing or Helicopter): *Make/ Model/ Series*

Name of Aircraft Owner: *Name on Aircraft Registration*

Aircraft Registration Number(s): *N Number(s) of aircraft on contract*

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

Contract Type and Service: *EU/ CWN, Airtanker/ Helicopter/ Light FW, etc. Services*

Date of Contract: *Contract Award Date*

Date of Proposed First Flight as a PAO: *Effective date of the letter – for existing Contracts OR the effective date of the award for new solicitations.*

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: *U.S. Forest Service, 1400 Independence Avenue SW, Washington DC 20250*

Acquisition Management Official: XX, Contracting Officer, XXX-XXX-XXXX or XXX@fs.fed.us

Government Official Making PAO Flight Determinations: Art Hinaman, Assistant Director of Aviation, awhinaman@fs.fed.us or (202) 205-1505.

Please contact Art Hinaman, Assistant Director of Aviation at awhinaman@fs.fed.us or at (202) 205-1505 with comments or questions regarding the PAO declaration.

SECTION J
LIST OF ATTACHMENTS

EXHIBIT 23 CPARS EVALUATION FORM

FOR CWN – RETURN COMPLETED FORM TO: U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5354 **Fax 208-387-5384 – Questions, call 208-387-5665**		**EVALUATION REPORT ON CONTRACTOR PERFORMANCE** ***SOURCE SELECTION INFORMATION*** ***NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)***	
AGENCY / USER		**CONTRACT NO.**	
ADDRESS		**CONTRACTOR**	
CITY / STATE/ ZIP		**PERIOD OF PERFORMANCE**	FROM / TO
CONTRACT COR		**LOCATION OF PERFORMANCE**	
PROGRAM TITLE	**AIRCRAFT FLIGHT SERVICES**: ☐ AIRPLANE ☐ HELICOPTER ☐AIR TANKER ☐ OTHER – specify **AIRCRAFT TYPE**		
CONTRACT EFFORT DESCRIPTION *(check all that apply)*	☐ EXCLUSIVE USE ☐ CALL WHEN NEEDED ☐ FIRE MANAGEMENT ☐ RESOURCE ☐MAINTENANCE ☐ OTHER MISSION – specify:		

INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, **'double click' the box**. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

SEE PAGE 3 FOR EVALUATION RATINGS DEFINITIONS

1. Quality of Service. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:

2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:

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3. 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:

4. Management of Key Personnel. 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:

5. 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:

6. 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?

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:

Additional comments to support your response to any item above or other items (include additional page if needed)

Name and Title of Individual Completing this Form		
Signature	Telephone Number	Date

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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.)

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June 2010

EXHIBIT 24 - LONG-TERM FIRE RETARDANT CHARACTERISTICS AND MIX FACTORS[1]

Retardant [2]	Normal Use [2]	Mix Ratio	Yield Mixed retardant per ton of wet or dry concentrate	Specific weight of mixed retardant	Viscosity of mixed retardant	Specific gravity of mixed retardant	Refractometer reading of mixed retardant
			gallons	*lb/gal*	*centipoise*		
Dry Concentrate, Gum-thickened, High Viscosity							
Phos-Chek D75-R	FW, SEAT, HB	1.20 lb/gal H_2O	1786	8.91	800-1500	1.065-1.078	11.25-13.25
Phos-Chek D75-F	FW, SEAT, HB	1.20 lb/gal H_2O	1786	8.91	800-1500	1.065-1.078	11.25-13.25
Phos-Chek P100-F	FW, SEAT, HB, G	1.0 lb/gal H_2O	2150	8.74	800-1500	1.046-1.057	8.0-10.0
Dry Concentrate, Gum-thickened, Low Viscosity							
Phos-Chek 259-F	FW, SEAT, HF, HB, G	1.14 lb/gal H_2O	1869	8.90	100-400	1.063-1.074	12.25-14.5
Phos-Chek G75-F	FW, SEAT, HB, G	1.12 lb/gal H_2O	1907	8.85	100-400	1.055-1.067	10.25-12.25
Phos-Chek G75-W	HB, G	1.12 lb/gal H_2O	1907	8.85	100-400	1.055-1.067	10.25-12.25
Wet Concentrate, Gum-thickened							
Phos-Chek LC-95A	FW, SEAT, HB, G	5.5:1 (5.5 part H_2O to1 part Concentrate)	1054	8.97	100-400	1.075-1.085	12.75-14.5

1. The listed products are qualified and approved for use, only at the specified mix ratio, and only with the indicated application equipment.
2. Consult individual agencies for specific policies relating to long-term retardant use.
3. FW - Fixed-wing airtanker, SEAT – Single Engine Airtanker, HF - Fixed-tank helicopter; HB- Helicopter bucket; G - Ground engine.