

2008

**NATIONAL AIRTANKER
SERVICE CONTRACT**



SECTION A – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Standard Form 33 1

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						OMB Approved No. 9000-0006		
SOLICITATION OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF		
						1	76	PAGES
2. CONTRACT NO.		3. SOLICITATION NO.		4. TYPE OF SOLICITATION		5. DATE ISSUED		6. REQUISITION/PURCHASE
		AG-024B-S-07-0016		<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		November 21, 2007		NO. 6300-4
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 Ave Boise, ID 83705								
NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "Bidder."								
SOLICITATION								
9. Sealed offers in original and		2		copies for furnishing the supplies or services in Schedule will be received at the place specified in Item 8, or if				
hand carried, in the depository located in		USFS CONTRACTING OFFICE		until	COB - 4:30 P.M.	local time	12/21/2007	
					(Hour)		(Date)	
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, 52.215-10. All Offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)			
Contracting Officer		Colleen Hightower			208-387-5695			
11. TABLE OF CONTENTS								
<input type="checkbox"/>	SEC	DESCRIPTION		PAGE(S)	<input type="checkbox"/>	SEC	DESCRIPTION	
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within		*		calendar days (60 calendar days unless a different				
				period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set				
*See Section K-5.								
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		CALENDAR DAYS
(See Section I, Clause No. 52-232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.								
15A. NAME					16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN			
AND					OFFER (Type or Print)			
ADDRESS OF OFFEROR								
		DUNS #						
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER		17. SIGNATURE		18. OFFER DATE		
x No.		SUCH ADDRESS IN SCHEDULE.						
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:								
10 U.S.C. 2304(c) ()		41 U.S.C. 142(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM		
				(4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE		
				(Signature of Contracting Officer)				
IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice								
NSN 7540_01_152_8064		33-133		STANDARD FORM 33 (REV.4-85)				
PREVIOUS EDITION NOT USABLE				Prescribed by GSA				
				FAR (48 CFR) 53.214(c)				

Part I THE SCHEDULE
Section B - Supplies or Services and Price/Costs
Specific Information to Offerors

It is the intent of this solicitation to secure a Fixed Price Multi-Year with Economic Price Adjustment contract not to exceed 5-years for the daily availability rate. The flight rate will be an indefinite quantity with no guarantee of flight hours given by the Government. The Government may award a single contract or multiple awards based on the outcome of the evaluation process. The first program year of the resulting contract(s) will be one year from date of award. The solicitation is written to include the requirements for each program year. Award will not be made on less than the first program year requirements. If the Government determines before award that only the first program year requirement are needed, the Government's evaluation of the price or estimated cost and fee shall consider only the first year. The proposed percentages are the percent of the total cost for each program year to be set aside for the cancellation ceiling and date/period are as follows:

Second Program Year	45%	October 1, 2009
Third Program Year	42%	October 1, 2010
Fourth Program Year	39%	October 1, 2011
Fifth Program Year	36%	October 1, 2012

These common averages for the cancellation ceiling were estimated by taking the average of total dollars spent on airtankers in previous years and divided by estimated overhead and pre-season costs plus a percentage of costs anticipated to be amortized over the five (5) year contract period. The date/period of time is established by the agency to coincide with funding availability. It is the contractor's responsibility to furnish, along with their proposal, documentation supporting any changes in the proposed cancellation ceilings provided. This documentation should be submitted with their proposal under separate cover and will be evaluated and negotiated at time of award. The cancellation ceiling shall not be used as an evaluation factor.

Care should be taken to provide separate Technical and Business/Price proposals in accordance with the solicitation instructions in Sections L & M.

Offerors may submit offers for any or all of the line items located in the Schedule for which they wish to be considered.

Government reserves the right to award all or none of the items in the Schedule of Items.

Mandatory Availability Period (MAP) opening date will change based on calendar year date designation from year to year. The MAP will commence "on or about" the designated date contained in the contract Schedule of Items. Changes to the beginning and ending date of the MAP period shall be agreed upon by the CO and the Contractor.

Unlike past solicitations, all prices for this solicitation are to be priced out by the offeror(s) for each continuing year.



The Schedule of Items for this contract is no longer available through this website. It has been determined to contain information which must be protected from unauthorized disclosure and has therefore been removed in accordance with US Department of Agriculture Regulation 3440-02 "Control and Protection of Sensitive Security Information".

Contractors interested in this information may contact the Contracting Officer, Colleen Hightower at (208) 387-5695 or Elna Black at (208) 387-5632.

Agency personnel with a need to know this information can access this information on the USDA, Forest Service, Washington DC Office of Acquisition Management's Intranet site at:

<http://fsweb.wo.fs.fed.us/aqm/contractpa/NIFC/index.php>

We apologize for any inconvenience.

USDA Forest Service, Contracting
National Interagency Fire Center
3833 S. Development Avenue
Boise, Idaho 83705-5354
Phone: (208) 387-5632
Fax: (208) 387-5384

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 penalty placed on the aircraft by the FAA for the tank installation (if applicable).

B. Takeoff and Landing

1. Offered aircraft shall in accordance with the manufacturer's normal Takeoff configuration (using appropriate performance charts) shall be capable of accelerating on all engines to take-off safety speed and lift-off within 80% of the effective runway. Take-off safety speed is defined as the manufacturers or FAA-approved lift-off speed, or if these are not available, 115% of power-off stall speed.
2. The minimum acceptable airtanker payload is 1,800 gallons of retardant. Retardant weight is computed at **9 pounds** per gallon. The airtanker shall be expected to carry its maximum retardant payload unless conditions, as determined by the Airtanker Pilot (AKP) require a download.
3. For takeoff operations over a congested area, offered aircraft shall meet accelerate-stop requirements. Aircraft shall be capable of accelerating on all engines to the manufacturer's or FAA approved decision speed, 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 runway. If decision speed is not available, take-off safety speed shall be used in determining accelerate-stop requirements.
4. The accelerate-stop distance is no greater than the length of the runway plus the length of the stopway (if present). For ex-military or restricted category airplanes, a stopway is a safety asset, but cannot be used in the accelerate-stop calculation. (14 CFR 1.1)
5. In the event of a cancelled or aborted mission, the load will **normally** be jettisoned. The aircrew shall make the final decision as to whether or not the aircraft will not 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-3, F.)
6. **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, then the load shall be jettisoned in a designated area and cost will be charged to the fire.**

B-6 Aircraft/Retardant Tank(s)

- A. Offered aircraft shall be Interagency Airtanker Board (IAB) approved within 30-days prior to the MAP.
- B. C-130A aircraft shall not be considered for this contract.

B-7 Flight Crewmembers

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

B-8 Basic Coverage

6-Days ON & 1-Day OFF

B-9 Standby Hours

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

B-10 Extended Standby Rate

Hours of standby in excess of the first 9 hours may be ordered by the Government. Rate is **\$43.00** per hour per authorized Flight Crewmember. The maximum total daily hours will not exceed 14. (See Section I-4)

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/WORK STATEMENT

GENERAL REQUIREMENTS

C-1 Scope of Contract

- A. It is the intent of this solicitation and any resultant contract to secure a Fixed Price Multi-Year with Economic Price Adjustment contract not to exceed 5-years for Fixed-Wing Airtanker(s) services fully operated by qualified personnel and equipped to meet specifications of this contract. Primary use of airtankers will be for initial attack of wildfires. During the MAP the airtanker shall be made available for the exclusive use of the government.
- B. Airtankers will be assigned annually an Administrative Base for contract management oversight only and dispatched nationwide.
- C. All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established FAA standards and procedures 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 publications: http://www.fs.fed.us/fire/aviation/av_library/index.html
- D. Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this Contract.
 - 1. **Performance of these contract services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor's employees are expected to follow the rules of conduct established which apply to all Government and non-Government personnel working or residing on Government facilities.**
 - 2. **Personnel, who perform ineffectively, refuse to cooperate in the fulfillment of the contract objectives, or are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive, may be required to be replaced.**
 - 3. **The CO shall notify the offeror of specifics of the unsatisfactory conduct and/or performance by the offeror's personnel. The determination of unacceptability is at the sole discretion of the CO. When directed by the CO, the offeror shall replace unacceptable personnel.**

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 (STCs) 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 14 Code of Federal Regulations (CFR), Part 137(Agricultural Aircraft Operations). Any aircraft offered shall be listed by make, model, series, and registration number on the Operators Certificates.
- C. Operators who hold 14 CFR Part 137 Operators Certificate are required to hold 14 CFR Part 145 Repair Station Certificate with a limited airframe rating for offered aircraft. In addition, operators who also hold a 14 CFR Part 121 Operating Certificate are required to use 14 CFR Part 145 Repair Stations.
- D. Aircraft shall be 14 CFR Instrument Flight Rules (IFR) certified.
- E. Any modification or alteration that may alter the San Dimas Technology Development Center (SDTDC) retardant coverage test results shall be approved by the Interagency Airtanker Board (IAB).
- F. Any modification or alteration to current contracted fleet, which affects the aircraft performance, flight characteristics, or operational limitations, must be approved by Interagency Airtanker Board.
- G. Airtankers not in existence at the time of offer may be offered provided aircraft and tank system has obtained approval by the Interagency Airtanker Board prior to the beginning of the Mandatory Availability Period (MAP) for the item offered. Airtankers offered under this clause shall be identified by type and "N" number.

C-3 Government Furnished Property

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS

- A. 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 (Short Form) FAR Clause 52.245-4 (JUN 2003).
- B. The Government will provide a VHF-FM portable radio to be used by the Pilot in Command (PIC) at the assigned work location. (Alaska Only)

C-4 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) Supplemental Type Certificate (STC) 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 Continued Airworthiness Program in the fire fighting 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 aircraft interior shall be clean and neat.
- 4. The exterior finish shall be clean, neat, and in good condition. Low visibility paint schemes are unacceptable.
- 5. 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 Rodenticide Act (1969) (FIFRA) Regulations.
- 6. Propellers having damaged leading edge boots or cut-off leads on the electric boots shall have boots removed and blades inspected and treated for corrosion prior to the pre-use inspection each year.

C. Basic Aircraft and Fire Equipment

(See Section J, Exhibit 1)

C-5 Aircraft Maintenance

A. General

- 1. 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.
- 2. Special equipment and/or modification of the aircraft to meet the specifications of this contract shall be inspected, repaired, and altered in accordance with 14 CFR requirements and manufacturer's recommendations or engineered data and, if required, be FAA approved.
- 3. Unless authorized by an approved 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.
- 4. All "time change" components, including engines, shall be replaced upon reaching the manufacturer's recommended time, or FAA approved extension if applicable. Aircraft operated with components and accessories on approved FAA TBO extension programs are acceptable, provided the Contractor who provides

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

the aircraft is the holder of the extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.

5. Contract performance 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.
6. Maintenance of aircraft shall be recorded in accordance with 14 CFR Part 43 and Part 91 including aircraft time-in-service. Aircraft maintenance records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.
7. A copy (not the original) of the current maintenance record required by 14 CFR Part 91 shall be kept with the aircraft.
8. Aircraft records and manuals shall be available to agency inspectors. See Section J, Exhibit 14.
9. Aircraft shall be weighed configured as an airtanker within 12-months prior to the start of the first year’s MAP period, and every 36 months thereafter. 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.
10. All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24-months of the MAP period. The certifying agency shall be an accredited weights and measures laboratory.
11. An Equipment List shall be compiled for each offered aircraft. Weight and balance records shall be revised each time equipment is removed or installed.
12. The CO shall be notified and a revised weight and balance record shall be submitted to the CO when an aircraft’s empty weight changes by +1% or more.

B. Continued Airworthiness Program

(See Section J, Exhibit 2)

C. Engines and Propellers

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

Reciprocating		
Pratt & Whitney	R-2000	1550 hours
	R-2800 "B" Series	2100 hours
	R-2800 "C" Series	2450 hours
	R-4360	1250 hours
Wright	R-2600	1250 hours
	R-3350	2000 hours
	Turbojet Not exceed manufacturer's recommendations.	
Turboprop		Not exceed military or civil approved times or approved extensions.
Allison T-56 series	Not be operated when efficiency becomes less than 95%.	

2. Extensions to Maximum Engine Time Since Overhaul or Rebuild may be requested in writing to the CO for consideration. The request should include provisions for oil sampling, monitoring and evaluating the engines to be extended.
3. Each engine shall have at least 100 hours time remaining before any overhaul or hot section inspection at the start of the Pre-Season (Mandatory) or shall be “backed-up” by a substitute engine having more than 100 hours time remaining and installed in a QEC (Quick Engine Change) unit.
4. 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

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

QEC unit need not have the cowling or propeller installed to be a complete unit. Maintenance records that meet FAR 91 shall be kept with the QEC unit.

5. "Top" overhauls shall not be considered as an overhaul on any reciprocating engine. A "Hot Section" inspection will not be considered as an overhaul on any turbojet or turboprop engine unless so specified by the manufacturer of the engine.
6. Following engine damage resulting in metal contamination of the engine lubrication system, the following items shall be accomplished before the aircraft is approved for return to service (applicable only to contaminated parts):
 - a. All engine accessories, except propellers dependent on circulating engine oil pressure for operation, shall be removed and replaced with new, overhauled, rebuilt or serviceable units certified as airworthy by an appropriately-rated person (14 CFR Part 43.3).
 - b. Propellers using the engine oil system for operation shall have the propeller dome removed and flushed.
 - c. The engine oil cooler shall be removed and replaced with a new, overhauled or repaired unit which has been certified as airworthy by an appropriately rated FAA Certified Repair Station (CRS).
 - d. Any additional inspections or maintenance required by either the airframe or engine manufacturer shall be accomplished.
7. Engine/propeller records shall be certified by an appropriately-rated person (14 CFR Part 43.3) or military authority; and shall be made available for inspection upon request. Engines removed from storage (unsealed - 2 years; sealed - 5 years, or greater) shall be inspected for rust and corrosion, compliance with ADs, and attested airworthy by a certified power plant mechanic 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 following overhaul, repair, and/or replacement of any engine, power train, or flight control equipment, and following any adjustment of the flight control systems before the aircraft is returned to service. The flight shall be performed at the Contractor's expense. Results of the maintenance flights shall be reported to and approved by the USFS Maintenance Inspector before the aircraft is returned to Contract Availability.

C-6 Contractor Furnished Avionics Systems

(See Section J, Exhibit 3)

C-7 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-8 Operations

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS****A. General**

Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with 14 CFR Part 91 and each certification required by this contract 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. Aircraft shall not be refueled or left unattended with the engines running.

D. Flight Equipment

(See Section J, Exhibit 4)

E. 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.

F. 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).

G. Retardant Loading

1. Airtankers shall normally not be loaded with retardant until dispatched to a fire. Off-loading may be authorized by the Government when required for the performance of maintenance or flights not requiring retardant.
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.

H. Retardant Drops

1. Qualified Initial Attack Airtanker Pilots (AKI) are authorized to drop retardant on fires without the supervision of a Leadplane (LP) Aerial Supervision Module (ASM), or Air Tactical Group Supervisor (ATGS).
2. Non-AKI pilots are not authorized to drop retardant on fires unless an LP or ASM is over the fire and supervises the drop.
3. Retardants shall be dropped as accurately as possible on the designated target areas of the fire. Minimum drop height is 150 feet above the ground or canopy cover (whichever is higher).
4. To reduce the hazards of airtanker retardant drops in the early morning and late afternoon hours, the following limitations shall apply. These limitations apply to the time the aircraft arrives over the fire, NOT to the time the aircraft conducts retardant drops.

A. 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.

B. 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:

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
GENERAL REQUIREMENTS

- (1) A qualified (ATGS) Air Tactical Group Supervisor or ASM Airtanker Coordinator (lead plane) is on the scene; AND
 - (2) Has determined that visibility and other safety factors are suitable for dropping retardant; AND
 - (3) Notifies the appropriate dispatcher of this determination.
5. Airtankers shall not drop retardant during periods outside of civil twilight. (Alaska Only)
 6. Airtankers utilized for AKI pilot training while providing services under this contract are required to have a fully operational set of tank opening controls installed on the Second-in-Command (SIC) control yoke. These controls shall be labeled appropriately.
 7. Only crewmembers authorized by the CO as essential to the mission are authorized to be aboard an airtanker during fire missions.
 8. The CO may authorize personnel for performance of work (i.e. ferry flights) to fly aboard airtankers.
- I. Additional Crew Members
1. Only those personnel essential to an air attack 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, Government designated technical inspectors, or Government designated leadplane pilots/trainees. Such authorizations shall be on a limited basis and by approval of the Contracting Officer. Persons will be authorized to be on board an airtanker in compliance with FAR 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.
 2. Only the following personnel with listed qualifications and under the conditions as stated may be authorized as an additional crewmember.
 - a. Chief Check Pilot (Contractor)
 1. Shall be Initial Attack qualified.
 2. FAA type-rated in the aircraft to be flown.
 3. Shall have current designation as Check Pilot from Contractor.
 4. Shall have current Agency Qualification Card.
 - b. Flight Engineer (Contractor)
 1. Shall have current authorization from Contractor.
 2. Shall have current Agency Qualification Card.
 - c. Aircraft Mechanic (Contractor)
 1. Shall have current authorization from Contractor before riding in aircraft.
 2. Shall have current authorization from the Contracting Officer or Contracting Officer's Representative.
 - d. Authorized Aircraft or Pilot Inspector (Government)
 1. Shall have current authorization from Contractor and Pilot-in-Command before riding in aircraft.
 2. Shall have current authorization from the Contracting Officer.
 - e. Authorized Airtanker Lead Plane Pilot/Airtanker Lead Plane Pilot Trainee (Government)

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- 1. Shall have current authorization from Contractor and Pilot-in-Command before riding in aircraft.
- 2. Shall have current authorization from the Contracting Officer.
- f. Authorized Initial Attack Training Pilot (Contractor)
 - 1. Shall be Initial Attack qualified in the aircraft to be flown.
 - 2. Shall have current designation as Initial Attack Training Pilot from the contractor.
 - 3. Shall have current Agency Qualification Card

g. Other Personnel - Ferry Flights

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

C-9 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 Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.
- D. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.
- E. The Contractor is responsible for aircraft wash down at airtanker base facilities as needed. Potable and non-potable water will be available at Government airtanker base facilities for contractor’s use.

C-10 Personnel

A. Pilot Minimum Background Investigations (MBI)

- 1. Upon award the Contractor shall submit to the Government: the following information for any pilot who has not received a minimum background investigation.

Name (first, middle, last)
 Date of Birth
 Place of Birth
 Social Security Number
 Contact Phone Number

- 2. Applicants shall email or fax this information to:

Immanuel West
iwest@fs.fed.us
 505-563-9991 (fax)
 505-563-9211 (office)

- 3. Once the information is received, the applicant will be provided access to a secure online database to complete SF-85P electronically. Applicants can obtain information about the MBI process at www.usda.gov/da/pdsd/

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- 4. Contract pilots will be permitted to operate aircraft while the initial background investigation is being conducted. Pilots must receive a favorably adjudicated MBI or the pilot shall be removed from the contract.
- 5. Costs incurred by the Government associated with the background investigation will be reimbursed by the contractor by issuance of a bill for collections for all pilots investigated.

B. Crewmember Approvals

- 1. Flight crewmembers shall submit a completed Airplane Pilot Qualification Application. At the discretion of the Government, crewmembers may require a competency and mission proficiency check. The check shall be conducted in a government approved contracted aircraft supplied at no expense to the Government.
- 2. Upon satisfactory completion of the check, the pilot will be issued an Interagency Pilot Qualification Card documenting the missions each pilot is approved to perform in the aircraft to be flown.

C. Airtanker Pilot-In-Command (AKP) Minimum Requirements

- 1. Commercial Pilot Airplane Certificate with Instrument rating or an Airline Transport Pilot (ATP) with appropriate Category Class and Unrestricted Type Rating for the aircraft to be flown.
- 2. Valid Class II (or Class I) FAA Medical Certificate.
- 3. PICs shall meet requirements of 14 CFR Part 61.58(a) instrument currency requirements 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).
- 4. 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).
- 5. At the CO's discretion, pilot's shall pass a competency and mission proficiency check in make and model aircraft, conducted over typical terrain.
- 6. Proof of completion of the USFS Airtanker Pilot Training Program annually and the National Aerial Firefighting Academy (NAFA) course every 3-years.
- 7. 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. Attendance at a professional simulator training center is required.

D. AKP Experience

Pilots shall have accumulated the minimum flight hours listed below. Flight hours shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the CO.

<u>Pilot (Total Time)</u>	1500 hrs
<u>Pilot-In-Command (Airplane)</u>	1200 hrs
<u>Pilot-In-Command Breakdown</u>	
An unrestricted type rating in the make and model to be flown. Time shall be accumulated after the issuance of the type rating	25 hrs ¹
Category (airplane) and class (multi-engine) to be flown	200 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

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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 ⁴

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 10) 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.

⁴ Initial Attack Training Pilots (AKTP) may perform the make and model experience requirements from either the (left) and/or (right) seat. Dropping loads (water) for the Airtanker Pilot Inspector shall be demonstrated from both the (left) and (right) seat, with a minimum of 2 full loads total dropped.

E. Airtanker Second-In-Command (AKC) - Requirements

1. Commercial Pilot Airplane Certificate with Instrument and multi-engine rating.
2. Valid Class 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 and/or the NAFA course.

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.

F. 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 contract MAP.
2. Valid Class II FAA Medical Certificate
3. Current authorization from Contractor.

G. Initial Attack Training Pilot (AKTP)

1. Airtanker operators are responsible for nominating Initial Attack Training Pilot(s) within their company.

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
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Contractors shall submit in writing eligible candidates offered to be designated as an AKTP.

2. Airtanker operators are responsible for establishing written procedures for accomplishing Initial Attack training requirements during mission operations. A copy of these procedures shall be provided to the Airtanker Pilot Inspector for review and will be considered when approving Initial Attack Training Pilots. A copy of the procedures shall be forwarded to the Contracting Officer.
3. Candidates shall be current AKI with 2-years experience.
4. Candidate shall demonstrate drop proficiency from the (right) seat of the airtanker to be flown under the observation of an Airtanker Pilot Inspector.

H. Mechanic

1. The contractor shall furnish 1 full time mechanic for each aircraft. The mechanic shall maintain the aircraft in accordance with requirements specified within this contract. The mechanic shall meet the requirements of 14 CFR Part 43.7(b) or 43.7(c).
2. The mechanic shall have 12-months experience in maintaining the category and class of aircraft being flown.
3. Mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent training program for the make and model of aircraft, or have 12-months experience working on similar aircraft (propulsion and aircraft gross weights).

C-11 AKI Upgrade Training**A. Pre-requisites**

1. Contractors shall submit in writing AKI candidates to the CO.
2. Candidates shall be carded as an AKP for the aircraft being flown.
3. Completed a minimum of 25-missions on going fires under the supervision of an AKTP aboard the aircraft. A qualified LP or ASM shall supervise missions. An Airtanker Pilot Inspector aboard the aircraft shall observe one or more missions.
4. Completed 75-hours flight time on going fires in the past 36-months of contract award of which 25-hours shall be AKP.
5. Fire missions shall be documented in the pilot's logbook as to date, fire, and identity of qualified observer.
6. Candidates shall identify themselves as an "IA Candidate" to qualified observers when checking in over the fire on each mission.
7. Missions shall be documented (date, fire name, and qualified person observing) in the pilot's logbook. (Completed mission is defined as separate drops, partial or full loads, and where varying approaches and departures are performed).
8. Candidates shall be evaluated and recommended by two observers who are designated as LP or ASM (one of which shall be a Airtanker Pilot Inspector).

B. Recurrency

Pilots who have not flown as an AKI within the past 36-months prior to contract award shall complete 5-missions on active fires dropping full loads of retardant (conducted with an AKTP) before being re-certified as an AKI by an Airtanker Pilot Inspector.

C-12 Suspension and/or Revocation of Pilot/Mechanic

1. 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.

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2. Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C-13 Random Drug Testing

- A. Contract Clause I.14, 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-14 Substitution or Replacement of Personnel, Aircraft, and Equipment

- A. The Contractor may substitute or replace aircraft or equipment equal to or greater than contract awarded performance after receipt of written approval by the CO. The CO may negotiate availability and flight rates for 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 10-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 3-hours, shall be accomplished at the Contractor's expense. The CO will determine the necessary amount of flight time up to 3-hours. This is not intended to affect cross shifting of pilots that are familiar with the operating area or to affect approved relief pilots.
- D. The contractor may offer and request approval for a 7th day of crew coverage. If approved by the CO the cost for the additional day of availability will be reimbursed at the same daily availability rate as specified in the Schedule of Items. The original number of days in the MAP will not be reduced.

C-15 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 contract. The CO shall negotiate availability, flight rates, and the cost of removal or installation of government furnished equipment

C-16 Flight Hour and Duty Limitations

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

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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 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 a mechanic, 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 contract shall furnish a record of all duty and all flight hours during the previous 14-days.

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) 2-24 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 contract may be required to furnish a record of all duty time during the previous 14-days.
7. A mechanic will be assigned to each aircraft. The 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.

C-17 **Accident Prevention and Safety**

- A. The Contractor shall furnish the CO with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.
- B. Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the contract, 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 a material part of the performance of the contract. When, in the sole judgment of the CO, the safety programs do not adequately promote the safety of operations, the

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Government may terminate the contract for cause as provided in the "Contract Terms and Conditions". Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

- D. The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above.

C-18 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 Contract 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: 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 Contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

E. Related Costs

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

F. Search, Rescue, and Salvage

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

C-19 Personal Protective Equipment

A. General

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

B. Clothing

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
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1. 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.
2. 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:
 - a. FRT Cotton Denim Cloth, MIL-C-24915
 - b. FRT Cotton Chambray Cloth, MIL-C-24916
3. Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

SECTION D – PACKAGING AND MARKING

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SECTION E – INSPECTION AND ACCEPTANCE

E-1 Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

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

E-2 Inspection and Acceptance

A. Pre-Use Inspection of Personnel and Equipment

1. Each year prior to use of aircraft and crews covered by this contract, the Government will conduct pre-use inspections of aircraft for compliance with the contract specifications and conditions. Pre-use inspection will be scheduled by the Government approximately 30-days prior to the MAP.
2. Flight crews shall attend an annual operational safety briefing conducted by the Government.
3. 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 Contractor equipment and/or personnel did not satisfy the initial inspection, or when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, the Contractor may be charged the actual costs incurred by the government in performing the re-inspection. Re-inspections will be performed at a time and location mutually agreed to by the Contractor and CO.

D. Inspections During Use

1. At any time during the Contract period, the CO may require inspections as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.
2. Should the inspections reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.
3. When the aircraft becomes unavailable due to a maintenance deficiency, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR Part 135.415, 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. 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. Payments for authorized flights shall not exceed 1 hour.

SECTION E – INSPECTION AND ACCEPTANCE

E-3 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.

SECTION F – DELIVERIES OR PERFORMANCE**F-1 Clauses Incorporated by References (FAR 52.252-2) (FEB 1998)**

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

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

F-2 Period of Performance (AGAR 452.211-74) (FEB 1988)

The period of performance of this contract is (See Schedule of Items)

F-3 Contract and Performance Periods**A. Mandatory Availability Period**

1. The Contractor will be given a minimum of 30-days after award before any services are required.
2. The MAP shall begin on the date stipulated in the Schedule of Items unless the Government fails to award the contract at least 30-days prior to the established date.
3. The aircraft and pilot shall be ready to commence normal operations at 9:00 a.m. or such time as stipulated by the Government during the MAP.

B. Daily Availability Requirements

1. **Equipment**. During the MAP, Airtankers shall be stationed and remain at their Assigned Work Location (AWL) fully operational.
2. **Personnel**. Each day, each of the Contractor's personnel will be in one of the following conditions of availability:
 - a. **Standby**
 - (1) 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 15-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 15-minutes.
 - (2) Availability is not required each day of the MAP when the pilot is off duty under the Flight and Duty Limitations.
 - b. **Extended Standby**. Hours of standby in excess of the first 9-hours may be ordered by the CO but shall not exceed 14-hours.
3. **Authorized Breaks**
 - a. The aircraft may be released from availability for scheduled maintenance and the Contractor will continue to be paid the availability rate. Approval to remove the aircraft from availability 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.
 - b. When responding to a dispatch and an unscheduled maintenance deficiency occurs, the Contractor has 60-minutes to return to service without assessment of unavailability. **At 61 minutes, if the contractor has failed to return to service, then unavailability will begin at the original time reported out of service.** Repeated failures during a duty day may result in assessment of unavailability.
 - c. 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.

SECTION F – DELIVERIES OR PERFORMANCE

- d. 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:
 - (1) Obtains permission from the CO or authorized Representative in advance for taking the aircraft out of service; and
 - (2) Follows the availability schedule set forth by the Government; and
 - (3) Uses the aircraft only for maintenance test flights or ferry to and from the maintenance facilities, unless the CO specifically approves other use.

4. Unavailability

- a. 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.
- b. 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.
- c. 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 Contract Availability" may **or may not be** issued by the Government.
- d. **After performance has begun, the Government may exercise its right to termination for default if there is unavailability in excess of three (3) full consecutive calendar days or an accumulation of seven (7) percent of the total days in the Mandatory Availability Period and Post-Season Periods. Pilots' day off does not count toward the three (3) consecutive days or the 7% accumulation.**

F-4 Post Season Use Period

The Government may, at its option, order service on a day to day basis during the 30-day calendar period following the MAP. The contractor is obligated to perform in accordance with the terms and conditions of this contract within 24-hours of call-up.

F-5 Optional Use Period

The Government may order service on a day to day basis, anytime outside the MAP and Post Season periods. This service is subject to acceptance by the contractor.

SECTION G – CONTRACT ADMINISTRATION DATA**G-1 Payment Procedures**

- A. All FS-6500-122's will be electronically packaged and submitted through the Aviation Business System (ABS) for payment processing. Payments will still 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 MAP or any extension thereof, final payment will not be made until all Government-furnished property has been returned and a Contract Release form has been completed. The final Flight Use Report payment will be accompanied by the completed Contract Release and Transfer of Property Form.

G-2 Flight Time Measurement

- A. Flight time will 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.
- 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 AWL, or the contractor's maintenance facility, whichever is closest.

G-3 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. If a dispatch is cancelled after 2-engines are operating, or if ordered for repositioning to or from the retardant loading area (i.e. changes in rotation, going on day off, returning from day off, **or refueling out of pit area**, or for any needed ramp maintenance) payment will be made at 1/10th of the flight rate and coded appropriately.
- C. Payment for flight time will be made only when flight is properly ordered by designated personnel.
- D. The Government does not guarantee any flight time.
- E. 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.
- F. No payment will be made for flights when the load of retardant mixture is accidentally or carelessly dropped 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.

G-4 Payment for Availability/Unavailability

- A. Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in ABS as appropriate.
- B. The Government will pay daily availability as specified in the Schedule of Items. The maximum amount of availability to be earned per day is the daily availability offered amount.
- C. Daily Availability will be computed for the 1st 9-hours of the 14-hour duty day.
- D. The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

SECTION G – CONTRACT ADMINISTRATION DATA

E. Unavailability will be recorded in actual hours and minutes each day. This amount will be subtracted from the 9 hours; availability will be paid for the remainder.

G-5 Payment for Extended Standby

During the period where the flight crew is required to be on standby beyond the nine hours required for availability, the Contractor will be paid at an hourly rate (rounded-up to the next full hour) specified in the Schedule of Items for each authorized flight crew member, plus one maintenance crew member. Ordered Standby will be recorded in ABS in hours.

G-6 Reimbursement for Mobilization and Demobilization Costs

A. Outside the MAP, the Contractor will be reimbursed for reasonable mobilization and demobilization costs to and from the AWL.

B. Payment will be made for ordered ferry flights.

G-7 Payment for Overnight Allowance (Personnel)

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

B. (Alaska) The Contractor will be paid the difference between Conus, Standard Rate and Alaska per diem/lodging (for the location) amount for each crewmember.

C. 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.

G-8 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 contract payment rates and are the direct result of ordered service may be reimbursed at actual cost if approved by the CO

SECTION H – SPECIAL CONTRACT REQUIREMENTS**H-1 Confidentiality of Information (AGAR 452.224-70) (FEB 1988)**

(a) Confidential information, as used in this clause, means -

- (1) Information or data of a personal nature, proprietary about an individual, or
- (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the 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-2 Post Award Conference (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror(s) is required and will be scheduled after the date of contract award.

PART II – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES

I-1 Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Clause No.	Date	Title
52.202-1	Jul 2004	Definitions
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Sep 2006	Restrictions On Subcontractor Sales To The Government
52.203-7	Jul 1995	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan 1997	Price Or Fee Adjustment For Illegal Or Improper Activity
52.203-11	Sep 2005	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions
52.203-12	Sep 2005	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Aug 2000	Printed Or Copied Double-Sided On Recycled Paper
52.204-7	Jul 2006	Central Contractor Registration
52.209-6	Sep 2006	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment
52.215-2	Jun 1999	Audit And Records—Negotiation
52.215-8	Oct 1997	Order Of Precedence – Uniform Contract Format
52.216-4	Jan 1997	Economic Price Adjustment – Labor and Material
52.216-19	Oct 1995	Order Limitations
52.216-21	Oct 1995	Requirements
52.216-22	Oct 1995	Indefinite Quantity
52.217-2	Oct 1997	Cancellation Under Multi-Year Contracts
52.219-6	Jun 2003	Notice of Total Small Business Set-Aside
52.219-8	May 2004	Utilization of Small Business Concerns
52.222-3	Jun 2003	Convict Labor
52.222-4	Jul 2005	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-21	Feb 1999	Prohibition Of Segregated Facilities
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Sep 2006	Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action For Workers With Disabilities
52.222-37	Sep 2006	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era And Other Eligible Veterans
52.222-41	Jul 2005	Service Contract Act of 1965, as Amended
52.222-43	Nov 2006	Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts)
52.222-50	Apr 2006	Combating Trafficking in Persons
52.223-3	Jan 1997	Hazardous Material Identification & Material Safety Data
52.223-5	Aug 2003	Pollution Prevention and Right-To-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting
52.225-13	Feb 2006	Restrictions On Certain Foreign Purchases
52.227-1	Jul 1995	Authorization And Consent
52.229-3	Apr 2003	Federal, State, And Local Taxes
52.232-1	Apr 1984	Payments
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-11	Apr 1984	Extras
52.232-17	Jun 1996	Interest
52.232-18	Apr 1984	Availability Of Funds
52.232-23	Jan 1986	Assignment of Claims (Jan 1986) Alternate I
52.232-25	Oct 2003	Prompt Payment
52.232-33	Oct 2003	Payment by Electronic Funds Transfer-Central Contractor Registration
52.233-1	Jul 2002	Disputes (Jul 2002) (Alternate I)
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.236-7	Nov 1991	Permits & Responsibilities
52.242-13	Jul 1995	Bankruptcy
52.243-1	Aug 1987	Changes-Fixed-Price
52.244-2	Aug 1998	Subcontracts
52.245-4	Jun 2003	Government-Furnished Property (Short Form)
52.246-25	Feb 1997	Limitation Of Liability - Services
52.248-1	Feb 2000	Value Engineering
52.249-2	May 2004	Termination for Convenience of the Government (Fixed-Price)

**PART II – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES**

52.249-8	Apr 1984	Default (Fixed-Price Supply & Service)
52.252-6	Apr 1984	Authorized Deviations in Clauses
52.253-1	Jan 1991	Computer Generated Forms

I-2 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-13	\$40.01
Aircraft Second-In-Command, GS-11	\$28.14
Aircraft Flight Engineer, GS-11	\$28.14
Aircraft Mechanic, GS-12	\$33.73
Aircraft Mechanic, Junior, GS-9	\$23.25
Aircraft Mechanic, Helper, GS-6	\$17.11
Aircraft Servicer, GS-6	\$17.11
Laborer, GS-4	\$13.71

I-3 Property and Personal Damage

(1) The Contractor shall use every precaution necessary to prevent damage to public and private property.

(2) 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.

(3) 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.

(4) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

(5) 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.

(6) The Contractor, prior to the 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.

I-4 Economic Price Adjustment – (Fuel Costs Only)

FUEL PORTION OF THE FLIGHT RATE

(1) During the contract periods, including renewals, flight rates will be adjusted to reflect increases and decreases in the prices of aviation fuel.

(2) For adjustment purposes, price of jet fuel is established at \$4.44 a gallon. The price of AVGAS (100 LL) fuel is established at \$4.85 a gallon. (Prices updated by September 16, 2007 Fuel Survey). The unit prices are an average price for aviation fuel at established airtanker bases Nationwide (Lower US 48). Variations in fuel will be determined by subsequent surveys.

(3) The adjustment to the fuel portion of the flight rate will be determined by variation amount multiplied by the fuel consumption rates found in Section B.3 for the applicable aircraft type.

PART II – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES

(4) An initial adjustment to the flight rate will be made on February 16 of each contract period. Subsequent adjustments will be made on May 16, July 16, and September 16 of each contract period provided variations in the average unit price, as stated above is \$.10 higher or lower than the unit price established in the last adjustment made.

I-5 Extended Standby Rate

- (a) The Extended Standby Rate will be reviewed periodically to insure compliance with the Service Contract Act And an adjustment will be made if needed. If adjusted, rates will become effective annually on January 16 of each year.
- (b) The intent of Extended Standby is to pay pilots and crew overtime for working over and above the 40 hour minimum wage when required to be on extended standby. The Extended Standby Rate is computed by taking the Minimum Wage Rate from current Wage Determination, plus benefits, times 1.5 and overhead/profit of 20%. If the standby rate covers 1.5 times the Wage Determination rate, plus the 20% in the contract no adjustment is made. If the standby rate does not covers 1.5 times the Wage Determination rate, plus the 20% then an adjustment is made accordingly.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

EXHIBITS

- Exhibit 1 Basic Aircraft Equipment and Fire Equipment
- Exhibit 2 Continued Airworthiness 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
- Exhibit 11 Airtanker Inspection Form
- Exhibit 12 Definitions and Abbreviations
- Exhibit 13 Department of Labor Wage Determination
- Exhibit 14 Aircraft Records and Manuals

SECTION J – LIST OF ATTACHMENTS
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.
- D. One cockpit voice recorder meeting the requirements of 14 CFR Part 25.
- E. Seat belts and shoulder harnesses 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**.
- 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.

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 2 – CONTINUED AIRWORTHINESS PROGRAM**

General

This exhibit defines the Continued Airworthiness Program (CAP) requirements for airtankers awarded under this contract. The Contractor shall define, establish, document, and implement a CAP to predict and prevent catastrophic failure including fatigue separations.

Requirements

The Contractor shall develop and establish a comprehensive CAP. As a minimum, the program shall include the following:

- A. Definition of the Contractor's Airworthiness **Organization** and Authority.
1. The contractor shall define and describe their airworthiness program and how it meets each of the requirements of this exhibit.
 2. The Contractor's airworthiness program and organization shall have developed a maintenance and inspection program specific to their offered airtanker fleet.
- B. Documentation of baseline airframe evaluation for **Fatigue and Damage Tolerance Assessment**.
1. The Contractor's aircraft shall have been issued a Standard or Restricted airworthiness certificate by the FAA. Aircraft must comply with an FAA approved maintenance program and have complete records for airframe, engines and components certifying compliance with maintenance and all applicable 14 CFR requirements, manufacturer's SB's or military TCTO that are a safety of flight item or identified by an AD. All modifications to the aircraft which change the configuration to the firefighting role must be FAA approved (STC'd).
 2. The documentation shall include an evaluation of the aircraft (airframe and tank) to FAR 25.571 at Amendment 25-54 or later. The loads and strains to which the principal structural elements (PSE's) of the aircraft will be subjected to in the firefighting role must be determined with corresponding inspection and repair/ replacement procedures
- C. Description of how the program meets the aircraft Manufacturer's and FAA's **Standards for Maintenance**.
1. The Contractor shall obtain documentation of Manufacturer support (or FAA equivalent) for maintenance of the original aircraft while under contract to the US Forest Service.
 2. The Contractor shall submit to the FAA for approval Instructions for Continued Airworthiness (ICA's) in accordance with FAR 25.1529 at Amendment 25-54 or later.
- D. Equipment for conducting aircraft **Operational Load Monitoring (OLM)**.

The Contractor shall meet either paragraph 1 or 2 below. Guidance on OLM system is provided at the end of this Exhibit.

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. The government will observe calibration flights.

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.

- E. Revisions to the **Instructions for Continued Airworthiness** to meet the airtanker mission as necessary.

Based on airtanker usage and data from the OLM, the Contractor shall, based on a minimum of 500 fleet hours, analyze the measured spectrum to the estimated spectrum used in B.2 above; and if merited repeat the initial B.2 analysis using the measured spectrum, prepare, and submit revised ICA's to the FAA for approval. If not merited at that time, the contractor shall perform a re-analysis of B.2 based on the measured spectrum and submit revised ICA's to the FAA within the first two years of the contract period. The ICA's shall be submitted to the FAA for approval based on the operation of

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 2 – CONTINUED AIRWORTHINESS PROGRAM**

the aircraft as an airtanker. The frequency of seeking revised ICA's shall be as necessary to ensure continued airworthiness 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 contract period. Copies of the complete package submitted to the FAA shall be sent concurrently to the CO.

- F. Description of the Contractor's **Quality Assurance** program for the CAP. The Contractor shall:

Be responsible for implementing a quality assurance program that is capable of ensuring adherence to the CAP.

Maintain trained maintenance technicians appropriately rated, certified or qualified to perform specialized quality assurance maintenance inspections.

Report damage, failures, or fatigue cracks or separations immediately to the government and describe the procedure to repair or replace the item.

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

Failure to accomplish these maintenance items shall result in termination of this contract.

Reference / Publications

The following references / publications may be used to guide the Contractor in establishing a CAP.

- A. NTSB Safety Recommendations A-04-29 thru A-04-33, Dated April 23, 2004.
- B. Methodology from DOT/FAA/AR-05/35, Consolidation and Analysis of Loading Data in Firefighting Operations – Analysis of Existing Data and Definition of Preliminary Air Tanker and Lead Aircraft Spectra, Final Report, October 2005.
- C. USFS Special Mission Aircraft Specification and Structural Criteria August 2006 revised thru November 2006
- D. AC 91- 56A Continuing Structural Integrity Program for Large Transport Category Airplanes, Dated 4/29/98
- E. AC 25.571 – 1C Damage Tolerance and Fatigue Evaluation of Structure, Dated 4/29/98

The Contractor's OLM program should:

1. Identify the system selected for monitoring the aircraft operational loads;
2. Define the OLM system installation, calibration process, and frequency of recalibration;
3. Describe 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.
4. **Define which parts or measured parameters shall be required on the aircraft.**
5. **Define the process used to assure the OLM system is fully functional for each flight, including all measured parameters;**
6. Identify the specific parameters selected for recording with rationale for their selection.
7. 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;
8. Identify the time interval/event of recording. The time interval/event shall be suitable to the parameter being recorded (e.g. acceleration data should be recorded at a far greater frequency than other parameters);
9. Provided an explanation of the analysis of the data obtained from the aircraft OLM system;

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 2 – CONTINUED AIRWORTHINESS PROGRAM

10. Define the integration of the analyzed aircraft operational load data and the Contractor's maintenance program;
11. Define and provide a detailed explanation of the exceedance for each of the recorded parameters;
12. Thoroughly explain the Contractor's definition of a structural exceedance. Structural exceedances may be single or multiple parameter exceedances;
13. Explain the action that the Contractor will take (i.e. inspect, repair, or other maintenance action) when a structural exceedance occurs;
14. Define the notification process (timeliness and method) to the Government for all defined exceedances and the planned actions and timeline to complete them;
15. Define the timeline associated with the Contractor's 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
16. 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.

**SECTION J – LIST OF ATTACHMENTS
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.fs.fed.us/fire/niicd/documents.html

Communications Systems

1. One Emergency Locator Transmitter (ELT). An ELT utilizing an external antenna meeting the requirements of 14 CFR 91.207 (excluding section f.), shall be installed per the manufacturer's installation manual in a conspicuous or marked location. ELT's certified under TSO-C91 are not acceptable.
2. Two 760 channel panel mounted VHF-AM aeronautical transceivers (VHF-1 & VHF-2), operating in the frequency band of 118.000 to 136.975 MHz in no greater than 25 kHz-channel increments, and a minimum of 5 watts carrier output power.
3. One Aeronautical VHF-FM Radio Transceiver (FM-1)
 - a) **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) or narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) operation by channel for MAIN and AIR GUARD operation.**
 - b) **Carrier output power shall be 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 AIR GUARD. Simultaneous monitoring of both MAIN and AIR GUARD (168.6250 MHz) is required. Scanning of AIR GUARD is not acceptable.**
 - c) **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 radio. The encoder shall encode a 110.9 Hz tone on all AIR GUARD transmissions.**
 - d) **The transceiver's operational controls shall be mounted in a location that is convenient to both pilot and Second-In-Command.**
 - d) **A current list of acceptable aeronautical VHF-FM radio transceivers can be found at www.fs.fed.us/fire/niicd/documents.html**
 - e) **Multimode (P25) digital aeronautical VHF-FM transceivers must meet FS/AMD A-19. For a copy of FS/AMD A-19, visit www.fs.fed.us/fire/niicd/documents.html**

Note: All VHF-FM transceivers (aeronautical, mobile, portable) **furnished** to meet the requirements of this contract shall be multimode (P25) digital **by** on January 1, 2010. Only **P25** compliant transceivers shall be acceptable after this date.

4. Audio Control Systems
 - a) **General. Two separate and interchangeable audio control systems shall be provided for the pilot and Second-In-Command. Both systems shall provide the operator with separate controls for selection of multiple receiver audio outputs and transmitter microphone/PTT audio inputs. A separate audio control system shall be provided at the pilot inspector's position. The pilot inspector's audio control system need not be interchangeable with the pilot or second-in-command's audio control systems. In lieu of a separate audio control system for the pilot inspector, the pilot inspector's position shall monitor the receiver's as selected by the second-in-command.**
 - b) **Transmitter selection and operation. Separate transmitter selection controls shall be provided to the microphone/PTT inputs of each required operator. The pilot-inspector's position does not have to have radio transmit capability. The system shall be configured so that the required operator may independently simultaneously select and utilize a different transmitter (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 (if required).**
 - c) **Receiver selection and operation. Separate controls shall be provided to the operator for selection of audio**

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 3 - AVIONICS**

from one or any combination of available receivers. The pilot inspector's position does not have to receive NAV inputs.

5. Radios and Systems

- a) **General.** Audio control system(s) shall provide for selection of all installed radios and PA systems at all required positions.
- b) **Earphones and Microphones.** The aircraft's audio system impedance type shall be the same throughout the aircraft.
 - 1) All earphone/microphone jacks in the aircraft shall operate all required radios/ICS systems that are required for that position.
 - 2) A Contractor provided spare headset with microphone shall be kept within easy reach of the pilot or flight engineer. The spare headset w/mic shall be the same impedance and jack connector type as the aircraft's audio system.
 - 3) 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.
- c) **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) need only have an ICS PTT switch. The pilot and Second-In-Command'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 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. 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.
- d) **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.** ICS sidetone audio shall be provided for the earphone corresponding with the microphone in use.

6. Automated Flight Following Systems

- a) **One Automated Flight Following System (AFF) (compatible with the government's AFF tracking network (Webtracker) is required. 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 refer to www.aff.gov/.**
- b) **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. 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.**
- c) **AFF communications shall be fully operational in the lower 48 states. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada shall have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links shall operate effectively in all geographic areas.**
- d) **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**

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 3 - AVIONICS**

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.

- e) **Registration contact information, a web accessible feedback form, and additional information is available at: www.aff.gov. The FAHD can be reached at (800) 253-5559 or (208) 387-5290.**
- f) **Prior to the aircraft's annual Contract inspection, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall 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 is required to access Webtracker. Log on to the AFF website at www.aff.gov to request a username and password, or contact the FAHD.**
- g) **This clause incorporates Specification Section Supplement available at: www.aff.gov/contacts.asp with the same force and effect as if they were presented as full text herein.**
- h) **The system shall be maintained for continued Airworthiness, but an inoperable AFF system shall not exceed 10 days in duration.**

7. 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).

8. Navigation Systems

- a) **One Global Positioning System (GPS). The GPS shall be panel-mounted; permanently installed in the aircraft; 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 (VFR units not over one (1) year old or approach-certified IFR units not over 28 days old) covering the continental United States and Alaska. Handheld and/or marine type equipment is not acceptable.**
- b) **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.**
- c) **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.**
- d) **Two panel mounted VOR receivers with indicators meeting the requirements of 14 CFR §91.171.**
- e) **One localizer (LOC) receiver interfaced to the #1 VOR system.**
- f) **One glide slope system interfaced to the #1 VOR system.**
- g) **One marker beacon receiver system with indicator.**
- h) **One DME system independent of the GPS system. A DME system is not required if an IFR certified GPS system is installed.**
- i) **Magnetic compass. The magnetic compass(es) must be placarded per 14 CFR §23.1547.**

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 3 - AVIONICS**

- j) **One traffic awareness and avoidance system. The system shall be a TSO certified system. The system using an active surveillance interrogation meeting the following requirements:**
- 1) **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.
 - 2) **The system shall allow operator range selection of 2 NM or less. The maximum range shall be at least 10 NM.**
 - 3) **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 ¼ inches high.**
 - 4) **The system shall be connected to the aircraft's audio control system(s) providing traffic alert audio for all required crew positions.**

Note: Systems known to meet these requirements (when following the above specifications):

- (1) **TCAS: Any TSO certified system capable of a range selection of 2 NM or less.**
 - (2) **TAS: Goodrich Skywatch HP and Bendix-King KT A-870.**
 - (3) **TCAD: Ryan International TCAD 9900BX; Avidyne TAS-610; and Avidyne TAS-620**
- k) **One Radar Altimeter. 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 pilot with a clearly marked, and bright, altitude low light. 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.

9. Avionics Installation and Maintenance Standards

- a) **All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturers' specifications and applicable Federal Aviation Regulations contained within 14 CFR.**
- b) **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 43.13-2A Chapter 1, "Structural Data", Chapter 2, "Radio Installation", and Chapter 3, "Antenna Installation", is required.**
- c) **All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.**
- d) **Antennas shall be polarized as required by the avionics system and have a VSWR less than 2.5 to 1.**
- e) **Required avionics systems and contractor offered avionics/communication equipment must meet the performance specifications as specified in FS/AMD A-24; Avionics Operational Test Standards. FS/AMD A-24 is available at: www.fs.fed.us/fire/niicd/documents.html.**
- f) **Labeling and marking of all avionics equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.**
- g) **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 deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.**

**SECTION J – LIST OF ATTACHMENTS
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 contract period:

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

- B. Appropriate current aeronautical charts, including reroute, terminal and approach. The minimum required to begin work under the contract is VFR and IFR coverage in the **contiguous 48 states**.
- C. Load Schedule Charts (LSC) to verify the performance required by and based on Normal Operating Weight as defined in Section B, B-4. 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 (in the format furnished by the Government) based on approved or demonstrated capabilities reflecting the effects of altitude, temperature, wind component, runway length, and runway gradient for all Airtanker Bases.
- E. Computation of density altitude shall be made **from** Standard Fahrenheit temperature for the field elevation up to and including plus 30 degrees Fahrenheit at all Airtanker Bases.

**SECTION J – LIST OF ATTACHMENTS
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:

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

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 6 - SURVIVAL KIT – AERONAUTICAL (LOWER 48 AND ALASKA)**

Lower 48

The contents shall include the following minimum items:

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

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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

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 headnet for each occupant
One space blanket for each occupant
Signal equipment: (1) flares (six each) and (2) Signal mirror
50' nylon cord.
Candles (5 each).
In addition to the above, the following items shall be carried from October 15 to April 1 of each year:
One pair of snowshoes.
One sleeping bag per two occupants.

SECTION J – LIST OF ATTACHMENTS
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. 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.
- 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.

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 8 - LOAD REFERENCE CHART**

Tanker #:	
Base:	
Elevation:	

**ALLOWABLE TAKEOFF PAYLOAD
BASE
TEMPERATURE VARIATION**

	STD	+10	+20	+30	+40
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							

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 9 - DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)**

A. General

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

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

B. Civil Aircraft Landing Permit, DD Form 2401, and Civil Aircraft Hold Harmless Agreement, DD Form 2402.

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

C. Civil Aircraft Certificate of Insurance, DD Form 2400

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

D. Insurance Requirements

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

Army Regulation 95-2					
Rule No.	If The Mgtow Is	Then For	The Minimum For Bodily Injury Is	The Minimum For Property Damage Is	The Minimum Liability For Passengers Is
1	12,500 Pounds 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

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

- a. 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.

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 9 - DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)**

- b. Identification cards shall be returned to the COR upon request. Cards shall also be returned to the COAR upon the employee's release either at the end of each exclusive use period or upon permanent dispatch to an alternate base.
- c. The Government may withhold final payment to the contractor until such time as all cards have been turned in.
- d. 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)

- a. 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 (by the COR) 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.
- b. 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.
- c. 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 COR. 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.
- d. All usage of the assigned area is subject to the approval of the COR.
- e. The Government assumes no responsibility/liability for loss of or damage to the Contractor's equipment stored at the site.

I. Government-Furnished Fuel

- 1. The Contractor shall use Government furnished fuel throughout performance unless directed otherwise by the CO. All fuel furnished to the Contractor will be charged against the Contractor's account and deducted from amounts due under the Contract at the rate of:

\$4.27 Avgas (100 LL)
\$4.55 Jet Fuel (turbine)

- 2. The above prices were updated from the September 16, 2006 Ft. Wainwright, AK Survey, effective September 16, 2006.
- 3. The Contractor may elect to purchase oil from the Government at Ft Wainwright or Galena.
- 4. The Contractor shall record each issue of fuel/oil servicing as directed by the Government, and shall verify the fuel/oil issued by signing a line entry on the OAS-59, Fuel and Oil Issue record.

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 9 - DEPARTMENT OF DEFENSE REQUIREMENTS (ALASKA)**

The Government may adjust fuel price changes along to the Contractor. This adjustment may be either upward or downward. There shall also be a corresponding change in the flight rate to reflect the change based upon the established fuel consumption rate for the aircraft (See Section C). The change in fuel cost shall be multiplied by the consumption rate to

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. The Government will furnish distilled water and Methanol at the following locations: Fort Wainwright, Alaska and Galena, Alaska. The Contractor shall be responsible for mixing and servicing the aircraft with the fluid.
4. All other fluids shall be furnished and transported by the Contractor.

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 10 - AIRTANKER FLIGHT CREW TRAINING FORM**

Name (Captain)		Location	Fire Name	Tanker #	Date
Name (Copilot)		Location	Fire Name	Tanker	Date
N-Number	Flight Time	Crew Position			
		<input type="checkbox"/> PIC	<input type="checkbox"/> Trainee	<input type="checkbox"/> Recurrent	<input type="checkbox"/> Annual
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/Low 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		
<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory				
Training Pilot Name		Training Pilot Signature		Pilot/Trainee Signature	

Confidential 4/13/2007

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 11 - 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) <input type="checkbox"/> Yes <input type="checkbox"/> No
Maintenance Manual Revision Date:		Fire Ext. Min 2-1/23	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Last Weighed:		Quick Reference Load Charts	<input type="checkbox"/> Yes <input type="checkbox"/> No
Flight Manual Revision Date:		Contract on Board Tanker	<input type="checkbox"/> Yes <input type="checkbox"/> No
Flight Charts Available: <input type="checkbox"/> IFR <input type="checkbox"/> VFR		Cockpit Checklists	<input type="checkbox"/> Yes <input type="checkbox"/> 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
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			
<input type="checkbox"/> Inspected with Discrepancies (See Attached List)	Signature:		Date:
<input type="checkbox"/> Discrepancies corrected (See Attached List)	Signature:		Date:
<input type="checkbox"/> Inspected with Discrepancies	Signature:		Date:
<input type="checkbox"/> Approved	Signature:		Date:

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 12 - 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.

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

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.

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. The last weight and moment entry on the aircraft weight and balance record. Empty weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

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 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, the weight of the fuel and oil, and the weight of the entire load it is carrying.

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

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

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

Mission Use. The use of an aircraft that in-itself constitutes discharge of official Forest Service responsibilities. Mission flights may be either routine or emergency, and may include such activities as 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.

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 12 - DEFINITIONS AND ABBREVIATIONS**

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.

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.

Payload Maximum gross weight minus empty weight.

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 take off and landing (airport to airport). A flight to a designated or defined backcountry airstrip does not constitute a point to point flight.

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

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

Principal Structural Elements (PSE's). 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 form is not intended to be punitive in nature. 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

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.

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
AMD	Aviation Management Directorate
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

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 12 - DEFINITIONS AND ABBREVIATIONS**

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
CAP	Continued Airworthiness Program
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)
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
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

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 12 - DEFINITIONS AND ABBREVIATIONS**

RASM	Regional Aviation Safety Manager
RFP	Request For Proposal
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
STC	Supplemental Type Certificate
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

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 13 - DEPARTMENT OF LABOR WAGE DETERMINATION**

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor <i>/s/William W. Gross</i>		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210	
WILLIAM W. GROSS Director	Division of Wage Determinations	Wage Determination No: 1995-0222 Revision No: 22 Date of Last Revision: 0620/2007	
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.			
CODE	OCCUPATION TITLE	MINIMUM WAGE RATE	
(not set)	Aerial Photographer	11.39	
(not set)	First Pilot (Co-Pilot)	20.77	
31010	Airplane Pilot	22.81	
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: \$3.16 per hour or \$126.40 per week or \$547.73 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 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): \$1.37 per hour, or \$54.80 per week, or \$237.47 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 \$3.16 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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 ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 13 - DEPARTMENT OF LABOR WAGE DETERMINATION

involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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 offer, 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.

**SECTION J – LIST OF ATTACHMENTS
EXHIBIT 13 - DEPARTMENT OF LABOR WAGE DETERMINATION**

(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.

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.

WAGE DETERMINATIONS can now be downloaded at the following website: www.wdol.gov.

Following are the instructions for downloading the wage determinations.

1. Go to www.wdol.gov.
2. Select: **Selecting SCA WDs**
3. Pick State and county. For some states, the wage determination will be Statewide.
4. Next question: **Were these services previously performed at this locality under an SCA-covered contract – Select Yes.**
5. Next question: **Are any of the employees performing work subject to a Collective Bargaining Agreement (CBA)? Select No.**
6. Next question: **Are the contract services to be performed listed below as Non-Standard Services. If selecting state/county wage determinations, the answer to this question will be No. The airplane pilot is included in Non-Standard Services.**
7. Next question: **Were these services previously performed under an SCA wage determination that ends in an even number – select No.**
8. At this time the wage determination for your location will pop up, then print it.

The following Wage Determinations are used by the current contract:

- | | |
|------------------------------|--|
| 1. California – Butte County | Wage Determination No. 2005-2055, Revision No. 4, dated 08/31/2007 |
| 2. Nevada – Douglas County | Wage Determination No. 2005-2333, Revision No. 4, dated 05/29/2007 |
| 3. Montana – Statewide | Wage Determination No. 2005-2317, Revision No. 4, dated 08/14/2007 |

SECTION J – LIST OF ATTACHMENTS
EXHIBIT 14 – AICRAFT RECORDS AND MANUALS

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

(A) Current airframe and engine maintenance records that contain at least the information required in Federal Aviation Regulation 91.417 shall be available at the Contractor's Base. Airframe engine and propeller records with the current status of overhaul, life-limited components and Airworthiness Directives, as well as the maintenance performed throughout the contract period, shall be onboard each contract aircraft at all times.

(B) Aircraft Daily Flight and Maintenance Log

(1) An aircraft Daily Flight and Maintenance Log will be maintained for each aircraft used on contract. The Daily 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.

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		FUEL & OIL RECORD			
						TYPE		FUEL ADDED	TOTAL FUEL ON BOARD	OIL ADDED	
						AIRCRAFT TOTAL TIME				Engine #1	#2
						AIRCRAFT TOTAL TIME				#3	#4
						BROUGHT FORWARD					
						THIS DATE					
TOTAL FLIGHT TIME THIS DATE						CARRIED FORWARD					
A. <u>DISCREPANCIES AND AUTHOR'S INITIALS</u>						B. <u>CORRECTIVE ACTION</u>				C. <u>MECHANIC'S SIGNATURE</u>	