

**STATE OF IDAHO**  
**DEPARTMENT OF LANDS**



**EXCLUSIVE USE AVIATION – SINGLE ENGINE AIR TANKERS (SEATS)**

**REQUEST FOR PROPOSAL 21-702**

**DUE BEFORE 3:00:00 P.M., PT (Pacific Time), ON NOVEMBER 9, 2020**

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## **SCHEDULE OF EVENTS**

### **21-702 Single Engine Air Tankers**

Request for Proposal Release	September 23, 2020
Pre-Proposal Meeting	October 13, 2020 at 9:00 a.m. PT
Deadline for Receipt of Written Inquiries	October 19, 2020 at 2:00 p.m., PT
Proposal Due Date	<u>Before</u> 3:00:00 pm PT, November 9, 2020
Evaluation/Negotiation Period	November 16, 2020 through November 18, 2020
Anticipated Intent to Award Date	November 23, 2020
Anticipated Contract Award Date	November 30, 2020

# 1 REQUEST FOR PROPOSAL INSTRUCTIONS

The intent of this Request for Proposal (RFP) is to procure the services of qualified vendors to provide Exclusive Use Aviation – Single Engine Air Tankers (SEATS) in support of the State fire suppression operation which will include the required support persons, fuel trucks and mobile mixing units at the designated/reporting bases; two (2) in Grangeville and two (2) in McCall, Idaho. Proposals will be evaluated per designated base and IDL will award either a single contract for both designated base, or two contracts, one for each designated base, in its best interest.

## 1.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **9:00 A.M., PT on October 13, 2020** via Zoom. This will be an opportunity for vendors to ask questions with IDL staff responsible for the administration of the contract activities. IDL will issue an Addendum with official answers to all questions asked during the Pre-Proposal Conference. In-person attendance will not be offered due to the pandemic. IDL requires that vendors interested in attending the virtual conference contact the Department by email to [sgroeschl@idl.idaho.gov](mailto:sgroeschl@idl.idaho.gov) before **12:00 p.m. on October 8, 2020**. Vendors will then be sent the Zoom Conference Invitation. While attendance is not mandatory, interested vendors are encouraged to attend and participate.

## 1.2 QUESTIONS

**All questions related to this Request for Proposal shall be directed to Sherry Groeschl at [sgroeschl@idl.idaho.gov](mailto:sgroeschl@idl.idaho.gov)** utilizing the Attachment 10-Offeror Questions, which has been provided as a separate electronic document with the solicitation (an example of this attachment can be found on pgs 29-30 of this document). Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Verbal questions will not be accepted. The deadline for receiving questions is **2:00 P.M., PT, on October 19, 2020**. Only questions answered by written addendum are binding. Oral interpretations have no legal effect. Responses to questions received will be posted as an addendum on the IDL website at <https://www.idl.idaho.gov/about-us/current-contracting-opportunities/> .

Questions related to the “Draft Contract” must be included with your written submission of questions. Concessions to IDL terms and conditions will not be considered at the time of contract award. Any specific issue your company has with IDL’s terms and conditions should be posed as a question and a response will be given during the solicitation period to avoid any potential delay or contract failure at the time of award.

It is the responsibility of parties interested in this RFP to monitor IDL’s website for any updates or addenda. All changes to this RFP will be in writing and must be posted to IDL’s webpage to be valid. Alternate Proposals are not allowed.

## 1.3 RFP SUBMISSION INSTRUCTIONS

Proposals must be submitted manually (by US Mail, or any other courier service). The Complete Proposal Package (Technical Proposal and Cost Proposal) must be sealed and identified as **“IDL RFP 21-702 EXCLUSIVE USE AVIATION-SINGLE ENGINE AIR TANKER.”** Include your company name on the outside of the package.

The package must include both the Technical Proposal and Cost Proposal **separately packaged, sealed** and identified as follows:

The Technical Proposal must be separately sealed, identified **“Technical Proposal – IDL RFP 21-702 EXCLUSIVE USE AVIATION-SINGE ENGINE AIR TANKER.”** The Technical Proposal Packet shall include one (1) printed, original copy.

The Cost Proposal must be separately sealed, identified as “**Cost Proposal – IDL RFP 21-702 EXCLUSIVE USE AVIATION-SINGLE ENGINE AIR TANKER.**” The Cost Proposal Packet shall include one (1) printed, original copy and a USB Device containing an electronic copy of all documents submitted in the Proposal.

#### 1.4 RFP SUBMISSION DEADLINE & ADDRESS

Sealed Proposals must be received, and time stamped by the Idaho Department of Lands at the address below **before 3:00:00 PM P.T. on November 9, 2020.** The Department of Lands is not responsible for lost or undelivered Proposals or for failure of the United States Postal Service, any courier service to deliver Proposals to the Idaho Department of Lands by the RFP closing deadline. **Late Proposals will not be accepted. Fax Proposals will not be accepted. Emailed Proposals will not be accepted.**

Proposal Delivery Address:

Idaho Department of Lands  
ATTN: Sherry Groeschl, Senior Buyer  
3284 West Industrial Loop  
Coeur d’Alene, Idaho, 83815

Proposals are to be mailed in a sealed package and are to be marked in the lower left-hand corner with the following information:

Sealed Proposal For: 21-702 EXCLUSIVE USE AVIATION-SINGLE ENGINE AIR TANKER Proposals Due: 11/9/2020 at or before 3:00:00 P.M. P.T.
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A Proposal submitted using “Express/Overnight” services must be shipped in a separate sealed inner package identified as stated above and enclosed inside the “Express/Overnight” shipping package. The offerors name and return address should appear on the proposal package.

#### 1.5 PUBLIC PROPOSAL OPENING

There will be a public proposal opening at the Idaho Department of Lands via **Call In** at 12:00:00 P.M. PT on NOVEMBER 10, 2020. Participants may attend via IDL’s phone conferencing solution by calling 208-769-1525 and asking to be transferred to Meet Me extension 5059. Only the vendor name of the proposals received will be released at that time and is not confirmation that submitted proposals are responsive.

## 2 GENERAL INFORMATION

### 2.1 PURPOSE

The purpose this RFP is to procure the services of Single Engine Air Tankers (SEATS) in support of the State fire suppression operation provided by the Idaho Department of Lands, which will include the required support persons, fuel trucks and mobile mixing units at the designated bases in Grangeville (2) and McCall (2), Idaho.

### 2.2 BACKGROUND INFORMATION

The Idaho Department of Lands (IDL) is responsible for the direct protection of approximately 6.3 million acres of state, private and federal lands from wildland fire. The Idaho Department of Lands Fire Management Bureau's Aviation Program is tasked with providing aerial fire suppression resources to its Forest Protective Districts (FPDs), Timber Protection Associations (TPAs) and wildland agency cooperators in support the agency's fire protection mission. The Department secures its fire aviation resources through a combination of exclusive use and Call-When-Needed (CWN) aviation contracts with aviation vendors for the delivery of aerial retardant, aerial detection, aerial supervision and a variety of helicopter services in supporting interagency fire suppression operations. IDL's exclusive use contracted aviation resources function as an integral part of the agency's fire protection vanguard in responding to emerging wildfires In Idaho. Work requested of this contract is for the delivery of aerial fire retardants/suppressant services in support of interagency fire suppression operations. Through interagency cooperator agreement with IDL, federal airtanker base managers provide aviation management and logistical support services on behalf of IDL. Aircraft associated with this contract will operate from two USFS air tanker bases located in McCall, Idaho and/or Grangeville Idaho for the period of July through mid-September or longer not to exceed 89 days of continuous service.

### 2.3 OFFEROR NON-RESPONSIVE

It will be the Offeror's responsibility to check the IDL website for any addenda prior to submitting a proposal. In the event IDL revises any part of the solicitation documents, it will make addenda available on the IDL website. Information given to an Offeror will be available to all other offerors if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Offerors.

Proposals which condition the Proposal based upon IDL accepting other terms and conditions not found in the RFP, or which take exception to any terms and conditions found in this RFP, will be found non-responsive, and no further consideration of the Proposal will be given.

### 2.4 BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State with its original submission sufficient data to determine if the goods or services offered conform to the specifications.

## 2.5 ORAL INFORMATION

IDL will not be responsible for any verbal or oral information regarding this solicitation.

## 2.6 OFFEROR DISQUALIFICATION

IDL reserves the right to make reasonable inquiry to determine the responsibility of an Offeror. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful offerors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and staff to complete the work contracted by the time specified. The failure of an Offeror to promptly supply information in connection with a proposal is reason for disqualification.

## 2.7 PUBLIC RECORDS

Pursuant to Idaho Code Sections 74-101 through 74-126, information or documents received from an Offeror or the awarded Contractor may be open to public inspection and copying unless exempt from disclosure. The Offeror shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. IDL will not accept the marking of an entire document as exempt. In addition, IDL will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. IDL is not obligated to deny public records requests for such material or to defend a challenge to such a denial; however, the Offeror (and by extension the awarded Contractor) shall indemnify and defend IDL against all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever arising out of IDL's denying a public records request for such records, or the Offeror's failure to designate individual documents as exempt. The Offeror's failure to designate as exempt any document or portion of a document that is released by IDL shall constitute a complete waiver of any and all claims for damages against IDL for damages alleged to have been caused by any such release.

## 2.8 REJECTION OF PROPOSAL AND CANCELLATION OF SOLICITATION

Prior to the issuance of a contract, IDL shall have the right to accept or reject all or any part of a proposal or any and all proposals when: (i) it is in the best interest of the State of Idaho; (ii) the proposal does not meet the minimum proposal specifications; (iii) the proposal is not the most responsive, responsible proposal; (iv) a finding is made based upon available evidence that an Offeror is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major degree from the proposal specifications, as determined by IDL (minor deviations, as determined by IDL, may be accepted as substantially meeting the proposal requirements of IDL). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide an Offeror an unfair advantage. Prior to the issuance of a contract, IDL shall have the right to reject all proposals or to cancel this solicitation.

## 2.9 PROPOSAL AWARD PROCEDURES

Following the evaluation period, IDL will notify all responsive offerors, by email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) working day appeal period, if no appeals are received, IDL may award a contract to the successful Offeror(s).

An Offeror to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to IDL a signed copy of the contract, required certificates of insurance, licenses, certifications, or other documentation necessary to show that the personnel, equipment and materials to be furnished by the Offeror are in full compliance with the contract specifications. If IDL does not receive such documents within the specified time period, IDL may declare, at its sole discretion, the offerors rights to the contract are forfeited, and IDL may proceed without further delay or notice to award the contract to the next highest scoring responsive and responsible Offeror.

IDL reserves the right to award a single contract to one Offeror providing 4 planes (2 at each designated base) or to award a contract to two offerors, one Contractor per designated base (2 planes at each base, Grangeville and McCall).

The award decisions will be made in accordance with the "Method and Evaluation of Award" included below.

### 3 SCOPE OF WORK

#### 3.1 Specific Terms and Conditions

- A. The Contractor will provide two (2) IAB (Inter Agency Board) approved Type 3 Single Engine Air Tankers (SEAT's) per designated base to IDL in support of fire suppression operations.
- B. It is understood and agreed that the Contractor is to supply all labor, equipment, and supplies, including Personal Protective Equipment (PPE), necessary to provide a complete air tanker service as specified in this contract. Fire suppressants or retardant will be furnished by IDL or its cooperators.
- C. A minimum of one support person shall be required to support (fuel and load) each aircraft. One (1) FAA certified maintenance technician must be within two (2) hours of the bases. One (1) Fuel Support Vehicle (FSV) per each designated base are a requirement of this contract and must be available to move to an alternate base location and set up mixing and loading operations. A SEAT Support Vehicle (SSV) may substitute for a Fuel Support Vehicle (FSV) to meet this contract requirement as long as the SSV has the capability to serve the function as the FSV for the aircraft. IDL may provide additional personnel to assist the contractor's support person when designated from an alternate base. The Contractor must provide either a FSV or SSV capable of providing at least 500 gallons of fuel for aircraft assigned to the base.
- D. The designated bases from which the Contractor will normally operate the SEATS will be two (2) at Grangeville and two (2) at McCall, Idaho. IDL reserves the right to change the designated base to another location in Idaho at no change in the contract payment rates. Landing space will be provided by IDL. If IDL elects to change the designated base, it will not be considered an alternate base for purposes of payment of any items associated with this contract.
- E. If pilot(s) or support personnel is/are required to remain overnight (RON) at an alternate base, the Contractor will be reimbursed for lodging and meals for one (1) pilot and one (1) support person at the rate of \$150.00/person/day as indicated on the Aircraft Use Daily Summary. The cost of lodging, meals and any other costs for Contractor's personnel and/or subcontractors while stationed at the designated base will be the responsibility of Contractor. No pilot or support personnel will be paid RON while on days off.
- F. The contract period shall be for one (1) year beginning upon award (approximately January 2021) with an option to renew for four (4) successive one (1) year terms if mutually agreed to in writing by the Contractor and IDL.
- G. Pricing will remain firm and fixed for one year from the date of contract notice to proceed, and at the rates proposed for any remaining years of the contract if extended. The contract prices are the maximum prices per year the Contractor may charge.

H. IDL will annually, in late May, adjust the flight rate to account for changes in fuel costs. The rate will be adjusted up or down based on the changes in the average of all the fuel prices advertised by the FBOs at each designated base. An average fuel consumption rate of 80 gallons per hour of flight will be used in the adjustment calculations. Final calculated flight rate will be adjusted to the nearest whole dollar. Listed below is the initial full-service fuel rate as advertised on AirNav.com by each FBO in September 2020:

KCOE	Coeur d'Alene Airport (Resort Aviation)	\$4.99
KGIC	Idaho County Airport	\$5.50
KMYL	Mc Call Municipal Airport (McCall Aviation)	\$5.49

For Example:

<u>Base Location</u>	<u>Jet A Fuel Cost (09/2020)</u>	<u>Jet A Fuel Cost (5/2019)</u>
KCOE	\$4.40	\$5.00
KGIC	\$5.50	\$5.50
KMYL	<u>\$4.59</u>	<u>\$6.00</u>
Average	\$4.83	\$5.50 = \$0.67 increase

Adjustment is \$0.67 increase x 80 gallons/hour = (\$53.60 rounded to nearest whole dollar) \$54.00/hour increased flight rate.

- I. The period of availability for this contract will be a minimum of seventy (70) days and a maximum of 89 days for each aircraft. IDL will determine the start date for each aircraft based on fire conditions with typical start dates ranging between late June and the end of July. IDL will notify the vender of the planned start date for each aircraft by June 1st. Any adjustment of the start dates after June 1st will be by mutual agreement. After the minimum of 70 days has been reached IDL will determine the end date of availability for each aircraft. The Contractor will be given a "PERIOD OF AVAILABILITY TERMINATION NOTICE". This notice will be given at least 48 hours prior to the end date.
- J. It is understood and agreed that when the air tanker is on scheduled days off or does not meet the availability requirements no payment will be made. Availability requirements will be within the scheduled hours of availability. Unavailability will be calculated at the rate of one-eighteenth (1/18) of the applicable daily availability rate for each ½ hour, or portion thereof, the aircraft is unavailable (based on the standard 9-hour day). The maximum amount to be deducted per day per aircraft for unavailability is the daily availability amount.
- K. During the contract period outside of the availability period, IDL may need additional services on a Call When Needed (CWN) basis. Scheduling of optional use will be mutually agreed upon.
- L. If mutually agreed by the Contractor and IDL, during periods of extreme fire danger as determined by IDL, additional aircraft listed in Attachment 9-Additional Equipment together with all fuel, aircrew, support personnel and equipment as described in this contract will be provided by the Contractor at the rates listed on the Cost Proposal attached hereto.

3.2 Method of Measurement and Basis of Payment for Flight

- A. Compensation for flight time will be paid at the proposed flight rate.
- B. Flight time will be measured in hours and hundredths. All flights will be recorded on an Aircraft Daily Use Summary; start and stop times must be recorded and converted to hours and hundredths.
1. Flight time will be measured when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing at an airport. No flight time will be paid for loading, refueling or warm up operations.
  2. For purposes of this contract: "...moves under its own power for the purposes of flight..." is defined as the time at which the aircraft begins taxiing to the runway with the intent to takeoff. Start times are the time at which the aircraft leaves the pit or begins taxiing from the ramp on any government ordered flight.
  3. For purposes of this contract: "...when the aircraft comes to rest after landing..." is defined as the time at which the aircraft comes to a stop for the purpose of parking and shutting down the engine. Taxi time and time spent hot loading or hot refueling is considered flight time. Engine cool down time after the airplane comes to a stop for the purpose of parking is NOT flight time.
  4. Elapsed flight time will be measured in hours and tenths/hundredths of hours and will be recorded on an Aircraft Daily Use Summary.
- C. The following rates are FIXED, NON-NEGOTIABLE RATES SET BY THE STATE.
1. Extended standby time for pilot, fuel-service vehicle driver and mechanic. (\$50.00/hour.)
  2. Mileage rate for fuel-service vehicle. (\$2.50/mile.)
  3. Remain Over Night [RON] reimbursement rate. (\$150.00/person/day)

The Aircraft Daily Use Summary shall be completed by the SEAT Manager at the conclusion of each day. Known distance flown and known speed of aircraft will be used as a basis to determine that flight time is reasonable. No payment will be made for unreasonable flight time as determined by the COR.

Each Aircraft Daily Use Summary shall be reviewed and signed by the Pilot in Charge (PIC) who will return it to the SEAT Manager. Any erasures or other corrections shall be initialed by the PIC or SEAT Manager as appropriate.

On days when the aircraft is flown, the SEAT Manager and/or pilot will be responsible for recording on the Aircraft Daily Use Summary the following:

- a) Flight date.
- b) Contract number/name
- c) Aircraft registration

- d) Tanker number
- e) Contractor name
- f) Incident number and name
- g) Name of pilot
- h) Location from which flight time or ferry for the day commenced, and beginning time
- i) Location at which flight time or ferry for the day ended, and time flight ended
- j) Gallons of retardant, water enhancer or foam delivered per sortie.
- k) Contract Flight rate
- l) Any other item pertinent to establishing the net sum earned by the Contractor (per diem, etc.).

A. In the event the air tanker and/or Fuel/Support vehicle is required to be moved to an alternate base or landing spot, Contractor will be reimbursed at the flight rate and Fuel/Support vehicle mileage rate set forth in the Cost Proposal attached hereto.

B. Fuel/Support vehicle mileage will only be paid when IDL requires it to be moved to an alternate location to support tanker operations. If required to RON, then the Contractor will be reimbursed for lodging and meals at the rate of \$150/person/day.

### 3.3 Availability Requirements

For each year that the contract is in force, air tankers shall be made available as follows:

A. From the start dates provided by IDL through the 70-day availability period (Minimum 70 days – maximum 89 days), the air tankers, together with all personnel and support equipment, will be made available at their designated base. IDL will not pay any cost for initial mobilization to the designated base or for any demobilization costs at the end of the availability period. The air tankers shall thereafter be held in readiness for takeoff upon fifteen (15) minutes notice during the standby period from the base of operations to which assigned. Standby status will be for nine (9) consecutive hours per day. Daily times of availability shall be determined by the COR or his designated representative. The standby period may be extended up to a maximum of fourteen (14) duty hours per day. If the standby period is extended, the Contractor shall be compensated for pilot and support personnel time at the rate for extended standby set forth in the Cost Proposal attached hereto. If the Contractor chooses to provide more than the required compliment of support personnel to meet the minimum requirements for this contract, Contractor will only be compensated for extra standby time for the required number. However, if IDL requests an extra fuel/support vehicle and personnel for simultaneous operations at more than one base, Contractor will be compensated for extended standby time for the support person at the rate set forth in the Cost Proposal attached hereto.

- B. The availability requirements shall be deemed satisfied for the day when a pilot has flown the maximum allowable flight hours for that day.
- C. Aircraft and personnel shall be available to provide seven (7) day per week coverage.
- D. For each day of required availability, a minimum of one Level I pilot, as described in Exhibit B-Special Provisions, will be on duty for the two (2) tankers assigned to each designated base. The second pilot may have a Level 1 or Level 2 rating.
- E. The Aircraft Daily Use Summary shall have a record of the availability signed by the PIC and SEAT Manager. Any erasures or other corrections shall be initialed by the PIC or SEAT Manager.

## 4 PROPOSAL RESPONSE FORMAT & REQUIREMENTS

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

### Evaluation Codes

The following codes will identify required information regarding the review process:

**(M)** Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's Proposal non-responsive and no further evaluation will occur.

**(ME)** Mandatory and Evaluated Specification - failure to comply will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a detailed response identifying its understanding and how it will comply. Points will be awarded based on predetermined criteria.

**(E)** Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service or meet the specification. Failure to respond will result in zero (0) points awarded for the specification. If available, Offeror is to respond to this specification with a detailed response identifying its understanding and how it will comply, and points will be awarded based on predetermined criteria.

**(NE)** Non-Evaluated Specification – optional response/information that is not evaluated but may be utilized and included in the contract

**Note: IDL Procurement Policy 13.XXI.C.1 allows the designated Procurement Lead to waive minor informalities as well as minor deviations. IDL reserves the right to seek clarification on any M, ME or E requirement.**

### SUBMISSION REQUIREMENTS

Offerors will use the following format to submit the Technical Proposal

#### 4.1 (M) Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Offeror; the cover letter must include the Offeror's name, mailing address, telephone number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number and must be signed by an individual authorized to commit the Offeror to the work proposed.

##### 4.1.1 The RFP Title and Number

4.1.2 The offeror's company name and physical mailing address, the name of the representative submitting the proposal, as well as that representative's direct contact information (email and phone number at a minimum).

4.1.3 A brief description of how your organization qualifies to address the requirements of this request for proposal package, and why your organization is interested in the work.

**4.1.4** The offeror's corporate or business tax identification number proving the organization can legally do business within the state of Idaho.

4.1.4.1 NOT REQUIRED: If your organization has a DUNS number, please include that identifier on the cover letter.

**4.1.5** A statement the offeror agrees to comply with all state and federal employment and wage laws.

**4.1.6** A statement affirming the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date.

**4.1.7** A statement acknowledging receipt and acceptance of any addendums to the RFP.

**4.1.8** A statement certifying the individual signing the cover letter is authorized and the submitting offeror, accepting all terms and conditions included or incorporated by reference to this RFP.

**4.1.9** A signature and date from an authorized representative with the legal right to bind the offeror to the offeror's proposal.

**4.2 (M) Table of Contents**

Include a table of contents in the Technical Proposal identifying the contents and each Major section.

**4.3 (M) General Business Information**

Include an executive summary in the Technical Proposal providing a condensed overview of the contents of the Technical Proposal demonstrating an understanding of the Scope of Work and services to be performed.

**4.3.1** Provide an Executive Summary of your organization

**4.3.2** Provide an overall summary of your organization including providing similar services and goods described in this RFP. The proposal will clearly indicate how many staff will be in the field and any specialized roles that these persons will perform and evidence of technical competence in those roles.

**4.3.3** Include resumes for all people providing services under this proposal, aside from pilots.  
**NOTE – Pilot resumes shall be included in Attachment 1.**

**4.4 (ME) Specific Technical Information**

Information required in this section is Mandatory and will be evaluated. Describe in detail your company's knowledge and experience in providing services similar to those required in this RFP through responses to **Attachments 1-7**. Include business history when applicable, as well as descriptions and examples of current/ongoing services similar to those outlined. Each section of Business Information identified below has a specific Attachment for Offeror's to fill out and submit with Proposal. A Word version of each Attachment is provided. The Attachments shall be submitted in the following order:

- Attachment-1 Pilot Qualifications
- Attachment-2 Training Programs
- Attachment-3 SEAT Performance

Attachment-4 Maintenance  
Attachment-5 Past Performance  
Attachment-6 References  
Attachment-7 Safety Programs

**4.5 (ME) Cost Proposal – Attachment 8**

The Cost Proposal MUST be submitted in a sealed separate envelope. The envelope shall be labeled IDL RFP 21-702 SEATS Cost Proposal.

**4.6 (NE) Additional Equipment – Attachment 9 – (Optional)**

## 5.0 METHOD OF EVALUATION AND AWARD

### 5.1 Technical Evaluation

1) All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP (submitted by the deadline, with all deliverables, and in the correct format) as addressed in **Sections noted with an (M), or (ME)**. Any Proposal not including the Mandatory Submission Requirements shall be found non-responsive.

2) Responsive Proposals will then move to the next step in evaluation. IDL will use an evaluation committee to score each proposal using criteria established in this section of the RFP. The evaluation committee will analyze the written responses to the RFP and assign points based upon the quality of the Offeror's responses. Technical evaluations will be conducted before the Cost Proposal is opened and evaluated.

3) The criteria listed below are the components that will be scored: answers to Attachments 1 through 6, (Pilot Qualifications/Certifications, Training, SEAT Performance, Maintenance, Past Performance and Safety sections). After Attachments 1-6 are evaluated and scored, Attachment 8, the Cost Proposal will be opened and evaluated separately. The total points awarded for each component will be added together and averaged to create the final scores and associated vendor ratings. The evaluation components, including the maximum points that may be awarded, are as follows:

Evaluation Criteria	Attachment	Points
Pilot Qualifications	1	100
Training Programs	2	100
SEAT Performance	3	100
Maintenance Programs	4	100
Past Performance/References	5 & 6	100
Safety Programs	7	200
Cost	8	300
Maximum Total Points		1000

4) A group of IDL Evaluators will review and score each proposal independently based on the criteria above. Evaluator scores for each proposal will then be aggregated and averaged. Awards will be based on highest overall average score.

### 5.2 Cost Proposal Evaluation

Upon completion of the Technical Evaluation and scoring, the Cost Proposal will be opened by the IDL procurement lead for evaluation and scoring. The IDL procurement lead will weight cost proposals by designated base and add those weighted scores to each respective Offeror's technical score to establish total scores by Offeror. To clarify, if an Offeror submits a cost for both designated bases, they will actually be assigned two separate cumulative scores – one for each designated base (i.e., the Offeror's weighted technical score added to the weighted cost proposal score for each base). If the Offeror chooses to provide a cost proposal for only one designated base, they will only be assigned one cumulative score for that designated base and would only be eligible to

potentially receive a contract award for that chosen designated base. Award(s) will be based on highest overall total score by designated base. As stated previously, a single vendor may be the successful Offeror for both designated bases, or there could be two successful offerors, one for McCall, and one for Grangeville.

The Cost Proposal will be scored based on a ratio of the lowest Cost Proposal by designated base versus the price of each higher priced Cost Proposal by designated base. Under this formula, the lowest Cost Proposal by designated base receives all of the points (300) assigned to the cost criterion and competing Cost Proposals will be assigned a weighted Cost Proposal score by designated base. The formula is:  
Weighted Cost Score = (price of lowest Cost Proposal / price of each higher priced Cost Proposal) X (points assigned to cost)

Example: Lowest Cost Proposal is Proposal 'C' is \$250,000 and is therefore awarded all 300 points. Proposal 'D' is \$312,500. Proposal 'D' receives  $(\$250,000/\$ 312,500) \times (300) = 240$  points.

### **5.3 Best and Final Offers**

IDL may, at its sole option, either accept an offerors initial proposal, by award of contract, or enter into discussions with offerors whose proposals are deemed to be reasonably susceptible of being considered for award. After discussions are concluded, an Offeror may be allowed to submit a "Best and Final Offer" for consideration.

### **5.4 Negotiations**

IDL may, if in its best interest, elect to enter into negotiations in accordance with IDL Procurement Policy 13.

### **5.5 Award**

Award(s) of contract will be made to the responsive, responsible Offeror(s) whose Proposal receives the highest number of total points by designated base. Please see specific guidance included above regarding contract award.

**IDL RFP 21-702  
ATTACHMENT 1  
PILOT QUALIFICATIONS**

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE WORD DOCUMENT.**

Offeror is required to fill in the information listed below. Offers which list pilots that do not meet minimum performance or personnel requirements as set forth in the contract specifications may be considered non-responsive.

**PILOTS:** For each pilot who will provide services under this contract, furnish Name, Date of Birth, FAA License Number, and Total Documented Flying Hours in each section below. Provide copies of current FAA licenses. **Additionally, Offeror must include full resumes for each named pilot.** The Department of Lands reserves the right to verify any information provided and offeror agrees to furnish contact names and phone numbers immediately upon request.

**If the list of pilots providing service under this contract changes, a revised Attachment 1 shall be submitted to IDL for approval.**

NAME	DOB	FAA LICENSE #	TOTAL FIXED WING HOURS	TOTAL FIXED WING HOURS FOR PAST 12 MONTHS	TOTAL Make/ Model Offered	TOTAL MOUNTAIN TERRAIN HOURS	TOTAL AIR TANKER PIC HOURS

NAME OF OFFEROR \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Upon award of contract, this information will be attached to and made part of the contract.



**IDL RFP 21-702  
ATTACHMENT 3  
SEAT PERFORMANCE**

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE WORD DOCUMENT.**

Offeror is required to fill in the information listed below. Offers which list aircraft that do not meet minimum performance as set forth in the contract specifications may be considered non-responsive. Use the bottom lines to list any additional equipment on the aircraft that enhances the ability to deliver the services of this RFP.

**AIRCRAFT:** Complete for any aircraft that may be offered for use under this contract. Attach copies of current aircraft registration and Interagency SEAT Data Card.

	AIRCRAFT 1	AIRCRAFT 2	AIRCRAFT 3	AIRCRAFT 4
Make				
Model				
Tanker/FAA # of Aircraft				
Hours on Aircraft				
Gate System – Make/Model				

OFFEROR \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Upon award of contract, this information will be attached to and made part of the contract.





**IDL RFP 21-702  
ATTACHMENT 6  
REFERENCES**

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE WORD DOCUMENT.**

**INSTRUCTIONS TO THE OFFEROR:** This information is **Mandatory but is not evaluated**. List contact information for three (3) references for individuals, companies, or agencies with knowledge of your experience that is similar in nature to the FIRE SEAT services, as outline in the request for proposal package, that your company has provided services for within the last five (5) years. Attach evaluation documentation your company and personnel have received from the references listed below.

---

**FIRE SEAT** services provided from:

Month:\_\_\_\_ Year:\_\_\_\_ to Month:\_\_\_\_ Year:\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Individual Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**FIRE SEAT** services provided from:

Month:\_\_\_\_ Year:\_\_\_\_ to Month:\_\_\_\_ Year:\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Individual Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**FIRE SEAT** services provided from:

Month:\_\_\_\_ Year:\_\_\_\_ to Month:\_\_\_\_ Year:\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Individual Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address



**IDL RFP 21-702  
ATTACHMENT 8  
COST PROPOSAL**

**THIS ATTACHMENT IS ALSO PROVIDED AS A FILLABLE EXCEL DOCUMENT.**

\*Offeror must submit all pricing in U.S. Dollars (USD).

\*Offeror can choose to offer pricing on **BOTH** the Grangeville Base and the McCall Base or choose to offer pricing on **only one base**. Offeror **MUST** complete all **FIXED UNIT PRICE FIELDS associated with the Base(s) chosen to offer pricing**. Incomplete Cost Proposals will result in an Offeror being found non-responsive with no further consideration to the entire proposal.

\*Prices must be given in the "unit of quantity" indicated.

\*Price must include aircraft, all labor, equipment, supplies, PPE and support, for sake of comparison.

\*The yearly fixed unit price will be the Fixed Unit Price for each year of the awarded contract.

\*In the case of math errors, the Fixed Unit Price will be correctly extended and the corrected Total will be used for evaluation.

\*Offerors will use this form in submitting prices. Offers made on any other document may be considered non-responsive.

**The following rates are FIXED, NON-NEGOTIABLE RATES SET BY THE STATE.**

- Extended standby time for pilot, fuel-service vehicle driver and mechanic. (\$50.00/hour.)
- Mileage rate for fuel-service vehicle. (\$2.50/mile.)
- Remain Over Night [RON] reimbursement rate. (\$150.00/person/day)

**Destination: Grangeville(2) and McCall (2), per attached contract specifications.**

QUANTITY	UNIT	ARTICLES	FIXED UNIT PRICE GRANGEVILLE BASE 1	TOTAL	FIXED UNIT PRICE MCCALL BASE 2	TOTAL
70	Days	BASE YEAR 1: 2021: Daily availability rate for 1 unit.	\$0.00	\$0.00	\$0.00	\$0.00
75	Flight Hours	BASE YEAR 1: 2021: Hourly flight rate for 1 unit	\$0.00	\$0.00	\$0.00	\$0.00
70	Days	OPTION YEAR 2: 2022: Daily availability rate for 1 unit.	\$0.00	\$0.00	\$0.00	\$0.00
75	Flight Hours	OPTION YEAR 2: 2022: Hourly flight rate for 1 unit	\$0.00	\$0.00	\$0.00	\$0.00
70	Days	OPTION YEAR 3: 2023: Daily availability rate for 1 unit.	\$0.00	\$0.00	\$0.00	\$0.00
75	Flight Hours	OPTION YEAR 3: 2023: Hourly flight rate for 1 unit	\$0.00	\$0.00	\$0.00	\$0.00
70	Days	OPTION YEAR 4: 2024: Daily availability rate for 1 unit.	\$0.00	\$0.00	\$0.00	\$0.00
75	Flight Hours	OPTION YEAR 4: 2024: Hourly flight rate for 1 unit	\$0.00	\$0.00	\$0.00	\$0.00
70	Days	OPTION YEAR 5: 2025: Daily availability rate for 1 unit.	\$0.00	\$0.00	\$0.00	\$0.00
75	Flight Hours	OPTION YEAR 5: 2025: Hourly flight rate for 1 unit	\$0.00	\$0.00	\$0.00	\$0.00
			<b>TOTAL GRANGEVILLE</b>	<b>\$0.00</b>	<b>TOTAL MCCALL</b>	<b>\$0.00</b>

\*(Estimated days of availability/hours of flight time will be used for evaluation purposes, but no guarantee of minimum quantity is implied. Payment will be made for actual quantity used)

The IDL intends to award a contract(s) by designated base to the highest scoring responsive responsible Offeror.

The right is reserved to refuse proposals on any or all particular unit(s) when it is in the best interests of the IDL.

**ADDITIONAL REQUIREMENTS:** After receiving an intent to award and prior to the contract award, the successful Offeror(s) will be required to submit a copy of their operations/maintenance manual; SEAT Training Program; Safety Manual, if separate from their operations manual; and evidence that all aircraft, equipment, personnel and insurance meet the requirements set forth in these contract specifications. Failure to do so will result in the contract being awarded to the next highest scoring Offeror.

By signing below, Offeror states hereon the fully burdened prices at which Contractor will furnish the articles or services and at the destination named above, as specified. Offeror understands and agrees that by submitting this Cost Proposal, award will be made to the specific designated base location listed above and that Offeror also understands and agrees that mobilization to alternate bases may be required.

<b>Firm</b>	<input type="text"/>	<b>Tax ID Number</b>	<input type="text"/>
<b>Address</b>	<input type="text"/>	<b>State</b>	<input type="text"/>
<b>City</b>	<input type="text"/>	<b>Zip Code</b>	<input type="text"/>
<b>Phone</b>	<input type="text"/>		
<b>Printed Name</b>	<input type="text"/>	<b>email</b>	<input type="text"/>
<b>Signature</b>	<input type="text"/>	<b>Title</b>	<input type="text"/>



**RFP 21-702**  
**SINGLE ENGINE AIR TANKERS (SEATS)**  
**ATTACHMENT 10-OFFEROR QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the solicitation section number that the question is for in the "Solicitation Section" field (column 2). If the question is a general question not related to a specific section, enter "General" in column 2. If the question is in regards to an IDL Contract Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier in column 2, and the attachment page number in column 3.
3. Do not enter text in the "Response" field (column 5). This is for the IDL's responses only.
4. Once completed, this form is to be e-mailed per the instructions in the solicitation. The e-mail subject line is to state the solicitation number followed by "Questions."

	Solicitation Section	Page #	Question	Response
1				
2				
3				
4				
5				
6				
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8				
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**STATE OF IDAHO  
DEPARTMENT OF LANDS**



**EXCLUSIVE USE AVIATION-SINGLE ENGINE AIR TANKER**

**AGREEMENT NO. 21-702**

**CONTRACTOR**

STATE OF IDAHO  
DEPARTMENT OF LANDS  
PROFESSIONAL SERVICES AGREEMENT NO. 21-702

THIS AGREEMENT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and COMPANY NAME., hereafter referred to as the "CONTRACTOR."

1. DEFINITIONS

- a. Agreement: This duly executed written agreement between the State and the Contractor resulting from a solicitation, which shall include these Terms and Conditions, the Scope of Work, the Cost Proposal, and all attachments thereto.
- b. Contracting Officer: The State employee with the authority to enter into, administer, modify, and/or terminate this Agreement, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the Contractor.
- c. Contracting Officer Representative: The designated State representative, also referred to as "COR" or "Representative", who will provide daily technical oversight to the Contractor and ensure the Contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the Agreement unilaterally or direct the Contractor to perform work not specified in the Agreement. Only the Contracting Officer and the Contractor may do so bilaterally.
- d. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- e. IDL: The Idaho Department of Lands.
- f. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- g. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- h. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- i. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the State acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the State in its regulatory and assistance duties, and in managing Idaho's public trust lands.

2. CONTRACTOR RESPONSIBILITY

The Contractor hereby assumes responsibility for production and delivery of all material and services included in this Agreement, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

- a. Contractor must independently verify whether it is required by Idaho law to register its

business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Agreement.

- b. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

#### 4. SUBCONTRACTING

Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.

#### 5. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this Agreement without the prior written consent of the State.

#### 6. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Agreements involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

#### 7. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS

Contractor warrants this Agreement is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Agreement price, per violation, and/or termination of its Agreement.

#### 8. INSURANCE REQUIREMENTS

- a. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies

shall provide, or be endorse to provide, all required coverage. Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.

- b. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands as Additional Insured.
- c. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.
- d. If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, then "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
- e. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State.
- f. Contractor shall maintain insurance in amounts not less than the following;

(1) Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

(3) Worker's Compensation Insurance

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$100,000 Bodily Injury by Accident each Accident; \$100,000 Bodily Injury by Disease – each employee; and \$500,000 Bodily Injury by Disease – Policy Limit.

(4) Aircraft/Aerial Operations Liability Insurance

- a. Contractor shall maintain aircraft/aerial operations liability insurance with a combined single limit of not less than \$1,000,000 each occurrence and passenger liability not less than \$100,000 per seat. The policy will provide coverage for bodily injury and property damage arising from any aerial operations engaged in under this contract.
- b. By requiring insurance herein, the Department of Lands does not represent that coverage and limits will necessarily be adequate to protect

Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.

- c. The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

## 9. TAXES

The State is generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the State is generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If the Contractor is performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as required.

## 10. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this Agreement unless specifically stated otherwise herein.

## 11. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

## 12. INDEMNIFICATION

- a. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.
- b. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.c.
- c. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

## 13. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for

any statement, representation or warranty made herein or in any connection with this Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.

#### 14. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.

#### 15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the State, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive solicitations. (Idaho Code Section 67-9230(2)).

#### 16. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this Agreement meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

#### 17. USE OF THE IDAHO DEPARTMENT OF LANDS NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

#### 18. CONTRACT TERMINATION

##### a. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Agreement:
  - a. A material breach of any term or condition of this Agreement; or
  - b. Any representation or warranty by Contractor in response to the Solicitation or in this Agreement proves to be untrue or materially misleading; or
  - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - d. Any default specified in another section of this Agreement.
2. The State may terminate this Agreement (or any order issued pursuant to this Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new Agreement and any damages incurred by the State, as a result of the default. The State, upon termination for

default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:
  - a. Exercise any remedy provided by law or equity;
  - b. Terminate this Agreement and any related Agreements or portions thereof;
  - c. Impose liquidated damages as provided in this Agreement;
  - d. Suspend Contractor from receiving future solicitations;
  - e. Suspend Contractor's performance;
  - f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Agreement.

c. TERMINATION FOR CONVENIENCE

1. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
2. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - a. Stop work.
  - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Agreement.
  - c. Terminate all subcontracts to the extent they relate to the work terminated.
  - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Agreement had been fully performed:
  - a. The Agreement price for Deliverables or services accepted by the State and not previously paid for; and
  - b. The total of:
    - i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses

allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;

- ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement; and
  - iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
4. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. the State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

**19. CONTRACT ADMINISTRATION**

- a. The Contracting Officer Representative will administer the Agreement as required in all specifications.
- b. The Contracting Officer Representative has the following authority in addition to that delegated to him in other portions of this Agreement.
  - (1) Decide questions of fact arising in regard to the quality and acceptability of materials furnished and all work performed.
  - (2) Make recommendations for payment.

**20. FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible. Matters of contractor's or subcontractor's finances shall not be a

Force Majeure.

21. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce this Agreement shall be brought in Ada County, Boise, Idaho.

22. MODIFICATION

This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

23. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

24. PUBLIC RECORDS

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

25. CONFIDENTIAL INFORMATION:

Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary, confidential or exempt from disclosure ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose any Confidential Information to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors separately agree in writing to the obligations contained in this section or sign a separate confidentiality agreement. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- a. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to the State;

- b. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- c. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of confidentiality to the State.

#### 26. NON-WAIVER

The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

#### 27. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Agreement or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### 28. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

#### 29. EXAMINATION AND AUDIT

Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

#### 30. ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

If the State has reasonable grounds to question Contractor's ability to perform the Agreement, the State may demand adequate assurance from Contractor. Contractor shall respond within 30 calendar days of such demand.

#### 31. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the State with a notarized affidavit (See Exhibit A) stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this Agreement were paid.

- d. Any further claims against the State of Idaho under this Agreement are relinquished, pending payment for services rendered.

32. TIME IS OF THE ESSENCE

Time shall be of the essence in connection with Contractor's performance of its obligations under this Contract.

33. PAYMENT

Payment will be made in accordance with Idaho Code 67-2302 with the method described in the Scope of Work and after receipt of the Contractor's itemized invoice for satisfactorily completed work. Total payments under this Agreement shall not exceed \$XXXX.

It is understood that full payment for all services provided under the Agreement is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables and expenses including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this Agreement.

34. AGREEMENT TERM

This Agreement will become effective once signed by all parties. The Contractor and Contracting Officer Representative will discuss the Agreement terms, work performance requirements, and tentative work schedule. This Agreement shall terminate December 31, 2021 with the option to renew for four (4) additional one (1) year periods, under the same terms and conditions, unless terminated earlier by the State under any of the provisions of paragraph 18 of this Agreement. All requirements of the Agreement must be satisfactorily completed by the Agreement termination date.

35. SIGNATURE PAGE

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed

effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

COMPANY NAME

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Taxpayer ID Number

**IDL RFP 21-702**  
**EXHIBIT B**  
**SPECIAL PROVISIONS – TYPE 3 SINGLE ENGINE AIR TANKERS**

**1) DEFINITIONS**

- a) **Alternate Base:** A base, other than the designated base, which may be assigned as a base of operation for a limited period of time, from which any air tanker may operate in performance of the services required by this contract. When operating from an alternate base the Contractor may be expected to mix and load fire suppressants or retardant. IDL will provide the water and concentrate.
- b) **AOP:** Annual Operating Plan
- c) **Availability Period:** The period of time when availability of air tanker service is required. The period of availability for this contract will be a minimum of seventy (70) days and a maximum of eighty-nine (89) days for each aircraft. IDL will determine the start date for each aircraft based on fire conditions, with typical start dates ranging between late June and the end of July.
- d) **Availability Rate:** The guaranteed payment for each day of availability as required and provided, a proposed item.
- e) **BLM:** Bureau of Land Management, United States Department of Interior.
- f) **CFR:** Code of Federal Regulations.
- g) **COR:** Contracting Officer Representative
- h) **CWN:** Call When Needed
- i) **DOT:** Department of Transportation (U.S.).
- j) **Aircraft Daily Use Summary:** Document used to record Availability, Flight Time, and any other contractual expenses, and is the sole record for determining payment.
- k) **Designated Base:** The primary base(s) of operation from which the Contractor's aircraft will normally operate.
- l) **FAA:** Federal Aviation Administration, United States Department of Transportation.
- m) **FAR:** Federal Aviation Regulations.
- n) **Ferry Flights:** Ordered flights for the purpose of moving aircraft to specific locations. No ferry time will be allowed for initial reporting and removal of air tanker, equipment and personnel to or from the designated base. Ferry rate will be the flight rate.
- o) **FSV:** Fuel Service Vehicle
- p) **Fire Aviation Program Manager:** Manages daily operations under the contract terms and approves the Daily Invoices.
- q) **Flight Rate:** The dollar amount IDL agrees to pay for flight time, a proposed cost item.
- r) **Flight Time:** Flying time for which the flight rate will be paid.

- s) **Fully Operated:** Contractor, except as otherwise provided in this contract, will furnish in accordance with the specifications, terms and conditions of this contract and at the applicable accepted schedule prices, the air tankers, pilots, other personnel, repairs, operating supplies, fuel, service facilities and incidentals necessary to the operations of the mixing and loading of air tankers with fire suppressants or retardant.
- t) **IAB:** Interagency Airtanker Board
- u) **NAFTA:** North American Free Trade Agreement
- v) **NFPA:** National Fire Protection Association
- w) **NWCG Standards for Single Engine Airtanker Operations:** National Wildfire Coordinating Group publication PMS # 506
- x) **OAS:** Office of Aviation Services, United States Department of Interior
- y) **Optional Use:** IDL use of the aircraft during the contract period but outside the availability period. A proposed cost item for flight time and daily availability.
- z) **PIC:** Pilot-in-Command. The pilot responsible for the operation and safety of the aircraft and its use during flight operations.
- aa) **PPE:** Personal Protective Equipment
- bb) **RON:** Remain Over Night
- cc) **Retardant:** Fire retardant.
- dd) **SEAT:** Single Engine Air Tanker.
- ee) **SEAT Manager:** The IDL COR's designated representative. Manages daily operations under the contract terms and approves the Aircraft Daily Use Summary. At the designated base the Air Tanker Base Manager will also fill this role.
- ff) **SSV:** SEAT Support Vehicle
- gg) **Standby:** The time aircraft and crew are in readiness for takeoff within fifteen (15) minutes from the time a flight order is given.
- hh) **State:** State of Idaho - Department of Lands, (IDL): Acceptable legal reference to the Idaho Department of Lands for the purposes of this contract.
- ii) **Suppressant:** Fire suppressants such as water enhancers, foams or water.
- jj) **Trip Order:** The trip order number assigned by the SEAT Manager when the aircraft is dispatched from the designated base, and under which the following shall be currently recorded by the pilot (on an Aircraft Daily Use Summary furnished by IDL) for the interim period the aircraft is away from its designated base:
  - i) All authorized flight time.
  - ii) All authorized ferry time.
  - iii) All retardant or suppressant delivered.
  - iv) Other occurrences pertinent to establishing the net sum earned by the Contractor under the respective trip order number.
- kk) **USFS:** Forest Service, United States Department of Agriculture.

ll) **Vendor Crew Compliment:** Pilot, FSV driver and mechanic (must be available within 2 hours)

mm) **VFR:** Visual Flight Rules.

2) **GOVERNMENT REGULATIONS:**

Contractor guarantees that all items provided by Contractor meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

3) **LIABILITY FOR DAMAGE TO EQUIPMENT:**

Security of the aircraft and Contractor-owned equipment shall be the responsibility of the Contractor regardless of whether the aircraft is operating from a remote alternate base point or the designated base point.

Any claim for damage, loss or destruction of any item of equipment accepted under this contract that occurs while said item of equipment is being used on authorized work will be considered under applicable laws and regulations. Under no circumstances will a claim be approved for damage, loss or destruction of said equipment due to ordinary wear and tear or to which negligence on the part of the Contractor, his agent or employees contributed.

4) **TECHNICAL SPECIFICATIONS:**

a) Evidence

The Contractor will have fourteen (14) calendar days after the mailing date of the contract award to provide IDL evidence that all aircraft, equipment, personnel and insurance meet the requirements set forth in these contract specifications.

In the event that IDL intends to renew the contract they will mail the Contractor a notice of renewal and the Contractor will have fourteen (14) calendar days to accept or decline the contract. If the Contractor accepts the contract renewal, they must provide IDL all aircraft, equipment, personnel and insurance documents to meet the requirements by April 1 of the renewal year.

Such evidence shall include, but is not limited to, pilot licenses, pilot interagency carding, aircraft and fuel service vehicle inspection and approval for interagency use, certificates of insurance, and any other documentation, necessary to show that the aircraft, equipment, and personnel to be furnished by the Contractor are in full compliance with the contract specifications. Foreign government contractors shall meet equivalency for the above as determined by IDL.

If IDL does not receive such documents within the specified time period, IDL may declare, at its sole discretion, that all Contractor's rights to the contract are forfeited, and IDL may proceed without further delay or notice to award the contract to the next highest scoring responsive and responsible Offeror.

b) Changes

If the Contractor desires to change any pilot, aircraft, equipment or personnel during the term of this contract this same information must be provided to IDL for review and acceptance at least fifteen (15) days prior to the change, unless a waiver of this time frame is given in advance.

c) Certifications

- i) U.S. Contractors shall be currently certified under 14 CFR, Part 137 Agricultural Aircraft Operations.
- ii) Each aircraft and pilot must be currently carded to meet all interagency (USFS/BLM/OAS) SEAT requirements. Each FSV/SSV must be currently carded to meet all interagency (USFS/BLM/OAS) requirements.

d) Personnel

The Contractor shall furnish sufficient pilots and ground crew personnel necessary to carry out the terms of this contract.

i) Pilot Qualifications (Pilot-in-Command).

- (1) Must possess a valid FAA Commercial Pilot License and an FAA instrument rating for airplanes. Pilots shall have category and class ratings in the air tanker to be flown or a type rating if required.
- (2) Must possess at least a current Class II Medical Certificate issued under provisions of 14 CFR Part 67.
- (3) Pilots must be carded for interagency SEAT use by the BLM, USFS, or OAS prior to being accepted for this contract.
- (4) Pilots will be rated as Level 1 or Level 2 by the BLM, USFS, or OAS or provide equivalency. A pilot rated as Level 2 by the BLM, USFS, or OAS may support initial attack missions when accompanied by a Level 1 rated pilot, or when aerial supervision is established over the fire traffic area.
- (5) For each designated base, a minimum of one (1) Level 1 pilot will be on duty at all times while the second pilot may be Level 1 or Level 2.
- (6) Minimum experience:
  - (a) Certified all aircraft: 1,500 hours
  - (b) Certified fixed-wing aircraft: 1,200 hours
  - (c) Airplane single engine land: 200 hours
  - (d) During preceding 12 months: 100 hours
  - (e) In make and model to be flown under this contract: 25 hours
  - (f) In turboprop airplanes: 100 hours
  - (g) During the last sixty (60) days: ten (10) hours Low level flight (below 500 feet AGL) in airplanes dispensing fire retardant, water on wildfires: one hundred (100) hours, or agriculture materials: two hundred (200) hours.
  - (h) Typical terrain (hazardous/mountainous): two hundred (200) hours Mountainous terrain experience is defined as experience in operating airplanes in mountainous terrain as identified in 14 CFR Part 95, Subpart B: Designated Mountainous Area. "Operating" includes maneuvering near terrain, crossing ridgelines and evaluating conditions such as wind, temperature and density altitude.

- (i) In make and model to be flown each calendar year: five (5) hours

This shall include:

- (i) Five (5) takeoffs and landings.
- (ii) At the discretion of the pilot inspector, dropping two (2) full loads of water under the inspector observation. The drops shall be in an aircraft supplied by the Contractor at no expense to IDL.
- (j) Pilots shall possess flight log proof of experience to meet above required flight hours.
- (k) Any Pilot-in-Command assigned by the Contractor under this contract shall first be checked and accepted (in writing) by the IDL COR.
- (l) The COR may, temporarily or permanently, prohibit from flying under this contract any pilot who, in the COR's judgment, flies recklessly, continuously makes ineffective drops, or otherwise conducts themselves in a manner detrimental to the purpose for which contracted. In the event that this occurs the Contractor will have to provide a suitable replacement pilot. The pilot is responsible for the safety of the aircraft at all times.

- ii) **Support Personnel Qualifications**

Each support person will be expected to demonstrate an acceptable knowledge of safe and correct fueling, mixing, and loading procedures for the equipment used under the terms of this contract.

- e) **Personal Protective Equipment (PPE)**

- i) Pilots shall wear an approved one-piece aviator flight helmet made of hard-shell material. This material shall be polycarbonate, Kevlar, carbon fiber or fiberglass and will cover the top, sides and the rear of the head.
- ii) Pilots shall wear long-sleeved shirt and trousers or flight suit made of fire-resistant polyamide or aramid material or equal. Pilots shall also wear footwear with all-leather uppers covering the ankle and leather or polyamide or aramid gloves. All clothing shall overlap to prevent exposure to flash burns.
- iii) Pilots shall possess a first aid/survival kit suitable for individual use located in the cockpit. If this kit is not carried on the pilot's person, it shall be located in a conspicuous and easily accessible position and secured to the cockpit.
- iv) Personnel involved in handling potentially hazardous materials shall wear PPE appropriate for the specific task.
- v) In addition to the above, Contractor shall provide any other PPE they deem necessary for the protection of their personnel.

- f) **Aircraft**

- i) The acceptable aircraft for this contract shall be an Interagency Air Tanker Board (IAB) Type 3 Single Engine Air Tanker. Each aircraft must be currently carded to meet all interagency (USFS/BLM/OAS) SEAT requirements.
- ii) Must be Interagency Airtanker Board (IAB)-approved Type 3 single engine air tanker equipped as specified.

- iii) Aircraft shall have a standard or restricted category airworthiness certificate.
  - iv) Must have a minimum retardant tank capacity of 800 gallons. The retardant tank shall have a controllable gate/door system that allows the volume of the tank to be released in selected drop configurations including full salvo, reduced flow/extended trail, or partial tank (split) drops. Tank venting will be appropriate for the tank capacity. The system shall include an emergency dump system with a minimum of one additional back-up system. The gate system must be IAB approved.
  - v) Unmodified agricultural gates are not acceptable.
  - vi) Aircraft must be equipped with loading ports that facilitate loading from either side.
  - vii) Engine must meet manufacturer's specifications on time before overhaul with a minimum of 200 hours usable before major overhaul due at the start of the availability period.
  - viii) Aircraft shall be painted with identifying numbers and high visibility panels/stripes.
  - ix) High visibility strobe lights that are activated during all flights under this contract are required.
- g) Avionics
- i) Automatic Emergency Locator Transmitter (ELT), utilizing an external antenna.
  - ii) Two panel mounted VHF-AM (VHF-1, VHF-2) aeronautical mobile transceivers approved by the FCC and FAA. Frequency range shall include 118.000 to 136.975MHz.
  - iii) One VHF-FM "multi-mode" aeronautical transceiver which provides selection of either narrowband (12.5 kHz) or wideband (25.0 kHz) channel spacing operation on each channel. The frequency range shall include the band of 150 to 174MHz. Transceiver shall be capable of simultaneous monitoring of both MAIN (150-174MHz) and GUARD (168.625 MHz) is required. Scanning of the GUARD frequency is not acceptable.
  - iv) One Global Positioning System (GPS) receiver mounted in the cabin.
  - v) One audio control system shall be provided with controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted microphone and earphones are connected.
  - vi) One Air Traffic Control (ATC) transponder and altitude reporting system.
- h) Automated Flight Following
- i) One Automated Flight Following (AFF) system compatible with the governments' AFF tracking network (AFF.gov). Not all available AFF systems are compatible with AFF nor meet AFF requirements. The contractor shall ensure that the AFF system offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at <https://www.aff.gov/>
  - ii) The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware 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) will 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.

- iii) AFF communications shall be fully operational in the lower 48 states. Contractors accepting dispatches to the state of Alaska, southern Canada, or western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.
  - iv) The Contractor must maintain a subscription service through the AFF aircraft hardware provider, allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two (2) minutes while the aircraft is in flight. The Contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) 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 aircraft hardware into another aircraft, then the Contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the Contractor will ensure that the correct aircraft information is indicated within AFF. The Contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.
  - v) Registration contact information, a web accessible feedback form, and additional information is available at <https://www.aff.gov> . The FASD can be reached at 800-253-5559 or 208-387-5290.
  - vi) Prior to the aircraft's annual contract inspection, the Contractor must ensure compliance with all AFF systems requirements. The Contractor must additionally perform an operational check of the system. At a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at <https://www.aff.gov> to request a username and password or contact the FASD.
  - vii) This clause incorporates Specification Section Supplement available at: [https://www.aff.gov/documents/Specification\\_Section\\_Supplement.pdf](https://www.aff.gov/documents/Specification_Section_Supplement.pdf) with the same force and affect as if they were presented as full text herein.
- i) Safety and Training Programs
- i) The Contractor shall have an established and documented safety program as part of their operating procedures. All Contractor employees operating under this contract shall have a Contractor established procedure for notification and documentation of potential safety issues.
  - ii) The Contractor shall have an established and documented company training program commensurate with the duties for all pilots and ground personnel operating under this contract.
  - iii) IDL may request copies of the established safety and training programs from the Contractor.
- j) Maintenance
- i) All maintenance shall be in accordance with 14 CFR, Part 43, and shall be corrected in accordance with Federal Aviation Regulations to include completion of 14 CFR Part 91 required airworthiness inspections and approval for return-to-service under 14 CFR Part 43.5. Aircraft shall be inspected annually and each 100 hours of operation.
  - ii) The Contractor shall provide aircraft maintenance that meets or exceeds an approved

manufacturer's maintenance program including mandatory services bulletins and airworthiness directives for the air tanker in accordance with the maintenance control system that is described in the company's maintenance manual and any applicable regulations and directives pertaining to the contracted aircraft. IDL may request copies of the approved maintenance schedule from the Contractor.

k) Fuel Service Vehicle (FSV)/SEAT Support Vehicle (SSV)

- i). Fuel availability is the responsibility of the Contractor. The Contractor will provide one (1) FSV for aircraft at each designated base. A SEAT Support Vehicle (SSV) may substitute for a Fuel Support Vehicle (FSV) to meet this contract requirement as long as the SSV has the capability to serve the function as the FSV for the aircraft. The FSV/SSV assigned to the designated base shall be a truck/trailer combination or combined into a single unit. The following requirements and specifications shall apply:
  - a. The Contractor shall comply with all applicable Federal, State, and local laws regarding fuel trucks. Contractor's FSV must meet all requirements of 49 CFR applicable to the type of fuel being transported.
  - b. The FSV shall have a minimum fuel tank capacity of five hundred (500) gallons. If the Contractor chooses to provide additional vehicles to meet this requirement, any vehicle mileage reimbursement or driver extended standby time will only be paid based on the vehicles and drivers requested by IDL.
  - c. FSV/SSV shall be approved for interagency use and be currently carded with an interagency Data Card – Fuel Service Vehicle. Card must be carried in the truck.
  - d. FSV shall have two (2) listed fire extinguishers, each having a rating of at least 20-B:C, with one extinguisher mounted on each side of the vehicle.
  - e. An approved vehicle first aid kit including a body fluids barrier kit is required for each FSV. The first aid kit shall be located in a conspicuous place and clearly marked.
  - f. The SSV shall have a minimum water capacity of one thousand six hundred (1600) gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.
  - g. The vehicle shall have hose couplers to accept water from Government equipment as follows: One (1) 1½-inch female National Hose Thread and one (1) 2½-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.
  - h. The SSV batch mixing capability in a single vessel shall be a minimum of eight hundred (800) gallons. The Contractor shall verify the correct retardant mix with a Contractor-supplied refractometer and record the results prior to loading the aircraft.
  - i. The SSV batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products and fire suppressant water enhancers.
  - j. Retardant products shall be introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.
  - k. Material from the SSV or other source shall be loaded through a standard dry-

break coupler or shutoff valve.

- l. Loading system hoses and fittings shall be capable of containing residual material without leaking.
- m. The material loading system shall be capable of pumping at the rate of at least one hundred (100) gallons per minute.
- n. An operable refractometer shall be carried on the SSV and used to check the mixture ratio of each batch of mixed retardant.
- o. The Contractor shall be responsible for cleanup of all fuel, oil, water enhancer and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft, equipment, or personnel. Fuel servicing vehicles shall carry sufficient petroleum product absorbent pad or materials to absorb or contain a 5-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR Parts 261 and 262).
- p. FSV/SSV Mileage. The Contractor will be paid the rate per mile stipulated in the Scope of Work for one FSV/SSV meeting the requirements of this contract when it is dispatched to provide support to the aircraft away from the contractor's base of operations.

## 5) OPERATIONS

### a) Planning

- i) Annually, on the first day of required availability, a pre-work meeting will take place at the designated base. The COR, Contractors Representative, pilots and base management personnel are expected to attend.
- ii) IDL aviation policy and the NWCG Standard for Single Engine Airtanker Operations shall be used as a guide for operations under this contract. If discrepancies exist between the NWCG Standard for Single Engine Airtanker Operations and this contract, this contract shall govern.
- iii) An AOP will be developed annually to supplement this contract.

### b) Flight Crewmember Duty and Flight Hours

- i) In order to protect life and health, and to prevent damage in the performance of this contract, the Contractor, or any designated subcontractors, will use due diligence in preventing accidents. The Contractor will maintain a record of all cases of death, injury or disease arising out of, or in the course of employment on work under this Contract. This record will be available upon the call of the COR or his representative. Duplicate accident records shall not be necessary if reporting is already a State requirement.
- ii) Contractor will comply with the applicable provisions of:
  - (1) Federal Air Regulations, except when exemptions or waivers are authorized directly by the FAA.
  - (2) Applicable state and local laws and regulations.
- iii) Duty Hour Limitations.
  - (1) Assigned duty of any kind shall not exceed fourteen (14) hours in any twenty-four (24) hour period. Duty includes flight time, ground duty of any kind, and standby or alert

status. Local travel up to a maximum of thirty (30) minutes each way between the work site and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

- (a) A maximum of fourteen (14) consecutive duty hours during any assigned duty period.
- (b) Pilots shall be given two (2) calendar days of rest (off duty) within any fourteen (14) consecutive calendar days.
- (c) Pilots shall be given a minimum of ten (10) consecutive hours of rest (off duty), prior to any assigned duty period.

iv) Flight Hour Limitations.

(1) All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crewmember (commuting) will 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. Flight crewmembers will be limited to the following flight hour limitations, which shall fall within their duty hour limitations:

- (a) A maximum of eight (8) hours flight time during any assigned duty period.
- (b) A maximum of forty-two (42) hours flight time during any consecutive six (6) day period. When a pilot acquires thirty-six (36) or more flight hours in a consecutive six (6) day period, the pilot will be given the following one (1) calendar day off duty for rest, after which a new six (6) day cycle will begin.

c) Fuel/Support Vehicle Driver Duty Limitations

i) The Contractor shall furnish support personnel for each day the aircraft is required to be available. FSV drivers shall comply with Department of Transportation (DOT) Safety Regulations 49 CFR, Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

(1) In addition to the above, the FSV driver shall have a minimum of two (2) full calendar days of rest (off duty) during any fourteen (14) day period. Off duty days need not be consecutive.

(2) The FSV driver will be responsible for keeping IDL apprised of his/her duty limitation status.

(3) Relief or substitute FSV drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous fourteen (14) days.

d) Pilot Responsibility

i) The PIC is responsible for the safety and operation of the aircraft and its cargo.

ii) The PIC shall comply with directions of the COR or SEAT Manager except when, in their judgment, such compliance would be a violation of applicable Federal Air Directives of the FAA, State regulations or contract provisions. The PIC shall refuse any flight, landing site, or drop which the pilot considers hazardous or unsafe.

iii) The PIC shall not, other than if required by emergency, land the air tanker loaded.

- iv) The PIC shall not allow passengers in the aircraft while performing fire suppression activities under this contract. Ferry or training flights with additional personnel must be part of the Contractor's documented operating procedures and will require prior approval by the PIC and COR.

e) Maintenance

- i) During the availability period of this contract the Contractor will have available within two (2) hours of the designated bases an FAA certified maintenance technician.
- ii) In the event an aircraft becomes unavailable due to a maintenance issue, it is the Contractor's responsibility to ensure that any maintenance is completed correctly in accordance with Federal Aviation Administration (FAA) regulations. A certified aviation maintenance technician will complete the necessary work and make the appropriate entry in the aircraft logbook. Major repairs or alterations will require an FAA Inspector's Authorization.

When this has been completed and the PIC agrees with the logbook entry, the PIC makes the decision the aircraft is ready to return to service. The PIC will then inform the ATBM that the aircraft is in service. The ATBM will inform the IDL COR or designee (e.g., the IDL Duty Officer) of the Contractor's actions, provide evidence in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature, and certificate number of the person clearing the deficiency and the IDL COR (or designee) will return the aircraft to contract. Aircraft will not be dispatched to an incident prior to being returned to contract by the IDL COR or designee.

Federal agencies may keep IDL aircraft from operating on federal protection until the maintenance has been approved by their inspector. However, this will not stop flights on IDL or Timber Protective Association (TPA) protection

f) Preventative Maintenance

- i) Preventative maintenance that will enhance the safety and availability for the operation will be allowed during the availability period. Routine maintenance does not apply.
- ii) If the maintenance being performed exceeds the fifteen (15) minute response time requirement, no penalty towards unavailability will occur unless a dispatch is received.

g) Unscheduled Maintenance

- i) Authorization to remove the aircraft from "on-duty" or "standby" status for maintenance purposes will be approved solely by IDL and must be requested by the Contractor in advance of the maintenance. Availability will continue to be measured and paid throughout this period.
- ii) During periods of approved maintenance, no longer than sixty (60) minutes may elapse from the time dispatch orders are received by the pilot until the aircraft is airborne.

h) Aviation Dispatch

- i) Flight following responsibility will be discussed and noted in the AOP.
- ii) Existing boundaries of the aviation dispatch plans will be examined to ensure they continue to meet the safety requirements for this contract.

i) Flight Following

Pilots are responsible for flight following with the FAA, ICAO, or in accordance with FS or DOI-

Bureau approved flight following procedures, which includes Automated Flight Following (AFF) and radio check-ins.

j) Rapid Refueling/Loading

- i) Use of this procedure will be discussed and mutually agreed upon by the tanker base management, the pilot/service personnel, the COR and noted in the AOP at the time Contractor reports for availability duty.
- ii) Fueling operations will be under the control of the Contractor and agency personnel will not be involved unless required in an emergency.
- iii) Rapid refueling procedures in accordance with NFPA 407 are contained in the Contractor's FAA approved Operations Specifications.
- iv) PICs shall shut down the engine and exit the aircraft for fueling anytime they believe necessary for the safety of the operation, but always after two fuel cycles. PICs shall not exceed four hours of flight time without a break.

