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# SECTION A – REQUIREMENTS AND PRICES

**CONTRACT ACRONYMS**

AC Advisory Circular

AD Airworthiness Directive

AFF Automated Flight Following

AMS Aviation Management System

A&P Airframe and Power Plant

AQD Acquisition Services Directorate

ARA Aircraft Rental Agreement

ASM Aviation Safety Manager

ASO Aviation Safety Office

ATC Air Traffic Control

AUR Aircraft Use Report

BPA Blanket Purchase Agreement

CFR Code of Federal Regulations

CO Contracting Officer

COR Contracting Officer’s Representative

COTR Contracting Officer’s Technical Representative

CFR Code of Federal Regulations

DOI Department of Interior

DOT Department of Transportation

ELT Emergency Locator Transmitter

EPA Environmental Protection Agency

ERG Emergency Response Guidebook

FAA Federal Aviation Administration

FAR Federal Acquisition Regulations

FS Forest Service

FTR Federal Travel Regulations

GVW gross vehicle weight

GPM gallons per minute

GPS global positioning system

IAT interagency aviation training

IBC Interior Business Center

ICAO International Civil Aviation Organization

ICS intercom system

IFR instrument flight rules

IP Institute of Petroleum

IPP Invoice Processing Platform

IROC Interagency Resource Ordering Capability (IROC)

MMSB Manufacturer’s Mandatory Service Bulletins

NFPA National Fire Protection Association

NTSB National Transportation Safety Board

NWCG National Wildfire Coordinating Group

OAS Office of Aviation Services

PA public address system

PA pressure altitude

PFD personal flotation device

PIC pilot-in-command

PPE personal protective equipment

PSD plastic sphere dispenser

PSI pounds per square inch

PTT push to talk

RFQ Request for Quote

RPM revolutions per minute

SFI Safety Foundation Incorporated

TBO time between overhaul

TERO Tribal Employment Rights Ordinances

TSO technical service order

UL Underwriter’s Laboratory

USDA United States Department of Agriculture

VFR visual flight rules

VNE never exceed speed

VOX voice activation

VSWR voltage standing wave ratio

# SCHEDULE OF ITEMS

## A1 Item Requirements

The purpose of this Blanket Purchase Agreement (BPA), to be known as Aircraft Rental Agreement (ARA), is to acquire small, fixed wing, aircraft services as outlined in section B. Calls (orders) will be issued under the BPA and the maximum value per order shall not exceed the simplified acquisition threshold as defined in the Federal Acquisition Regulations (FAR).

The services requested under this Blanket Purchase Agreement (BPA) are being acquired under the authority of FAR, Part 13.303, Blanket Purchase Agreements.The Government is obligated only to the extent of authorized purchases actually made under the BPA.

The Government does not guarantee the placement of orders for services under the agreement, and the Contractor is not obligated to accept an order. However, once the contractor accepts an order, the contactor is obligated to perform in accordance with the terms and conditions stated herein.

**Aircraft Requirement:**  Single engine and multiengine airplanes, equipped as specified in Section B and specific Supplements (B26).

**Crew Requirements:**  Minimum required flight crew for offered airplane. Relief flight crew is not required but may be provided if offered.

## A2 AQD-10 Pricing Form(s)

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

## A3 Pay Item Codes and Additional Pay Items (Time & Material IAW FAR 52.212-4 Alt I)

Claims for pay items addressed herein must be documented on the invoice and OAS Aircraft Use Report Form for payment and supported by in­voice(s) and/or document(s), as required below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|   | **PAY ITEM DESCRIPTIONS** | **PAY ITEM CODE** | **QUANTITY** | **UNIT** | **UNIT PRICE** |
| a. | Flight Time with Contractor Pilot-Wet | FT | Indefinite | HOUR | See rate on AQD-10  |
| b.  | Flight Time with Contractor Pilot-Dry | FD | Indefinite | HOUR | See rate on AQD-10  |
| c. | Flight Time without Pilot- Wet | FN | Indefinite | HOUR | See rate on AQD-10  |
| d. | Flight Time without Pilot- Dry | FND | Indefinite | HOUR | See rate on AQD-10  |
| e. | Guarantee Due Wet–Fixed Wing (See C26.4) | GT | Indefinite | HOUR | Same as Flight Rate Ordered  |
| f. | Guarantee Due Dry –Fixed Wing (See C26.4) | GTD | Indefinite | HOUR | Same as Flight Rate Ordered  |
| g. | Guarantee Due Without Pilot (See C26.4) | GTN | Indefinite | HOUR | Same as Flight Rate Ordered  |
| h. | Standby Per Aircraft  | SB | Indefinite | HOUR | See rate on AQD-10 |
| i. | Extended Standby –Pilot | EP | Indefinite | HOUR | $62.00  |
| j. | Co-Pilot (when requested) | CP | Indefinite | HOUR | See rate on AQD-10 |
| k. | Subsistence Allowance/Per Diem | PD | Indefinite | Over-night | Per GSA/FTR Schedule |
| l. | Contractor Miscellaneous Costs | SC | Indefinite | EACH | Actual Cost |

## A4 Fuel Servicing Location and Economic Price Adjustment

**FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA**

Contracting Officer will complete at time of award and again when fuel adjustments are made

|  |  |  |  |
| --- | --- | --- | --- |
| Requested and Effective Date of Price Adjustment |  | TypeAircraft  | [ ]  Jet Fuel [x]  Av Gas |
| Fuel Source Location |  | **Phone No. xxx-xxx-xxxx** |
| Base Price | **$ 7.50** | Reference Price |  |
| Effective Date | **8/8/2022** | Effective Date |  |
| Source Document | **SOLICITATION** | Source Document |  |
| Difference | $ X consumption rate of  |  | Increase Due |  |
| Old Flight Rate |  | New Flight Rate |  |
| Re-established Base Price |  | Effective Date |  |

**ECONOMIC PRICE ADJUSTMENT – FUEL**

Pursuant to clause C22 of the contract, below is fuel survey information.

Full service fuel prices obtained from <http://www.airnav.com/fuel>

AVGAS prices are applicable for aircraft with turbine engines.

The Fuel Prices listed below will be used to establish the base fuel price at award:

|  |  |
| --- | --- |
| **FUEL SURVEY SOURCES** | **AVGAS FUEL** |
| **8/5/2022****Base Price*****(AirNav.com – AVGAS (FS))*** |
| Sheltair, Jacksonville, FL (KJAX) | $6.32 |
| Wildlife Air, Dubois, WY (KDUB) | $6.60 |
| Lake County Airport, Lakeview, OR (KLKV) | $6.75 |
| Maine Instrument Flight, Augusta, ME (KAUG) | $7.32 |
| Aberdeen Flying Service, Aberdeen, SD (KABR) | $7.35 |
| Aero Mark, Idaho Falls, ID (KIDA) | $7.49 |
| Watsonville Municipal Airport, Watsonville, CA (KWVI) | $7.65 |
| Michael J Smith Field Airport, Beaufort, NC (KMRH)  | $7.84 |
| Mountain West Aviation, Elko, NV (KEKO) | $7.99 |
| Yellowstone Jet Center, Belgrade, MT (KBZN) | $8.41 |
| Rite Bros. Aviation, Port Angeles, WA (KCLM) | $8.75 |
| **AVERAGE PRICE (BASE PRICE)** | **$7.50** |

 (End of Section)

**SECTION B: TECHNICAL SPECIFICATIONS**

**GENERAL REQUIREMENTS**

## B1 Scope of Agreement

B1.1 The intent of this Aircraft Rental Agreement (ARA) with the U.S. Department of the Interior Office of Aviation Services (DOI OAS) is to obtain fully Contractor operated and maintained flight services (fixed-wing airplane) in support of Government natural resource missions, in the contiguous 48 United States. Occasional operations may be required in Alaska, Hawaii, U.S. Territories, and foreign countries. Missions may include law enforcement activities at various risk levels. Normal operations include point-to-point transportation and reconnaissance flights. Operations may include rental of aircraft without a Contractor pilot to be flown by a Government furnished pilot. Reconnaissance flights are normally conducted above 500 feet AGL and do not include any type of precise maneuvering or specialized equipment. Special use or unique operational considerations may be requested. Operations involving aircraft in support of Government programs that require deviation from normal operating procedures, special pilot qualifications or techniques, or special aircraft requirements may necessitate additional approval procedures. Examples are low-level, resource reconnaissance etc., as identified in the supplements. This agreement must NOT be utilized to obtain direct fire suppression aircraft and tactical fire support aircraft. However, this agreement may be utilized to obtain logistical and reconnaissance aircraft that support fire but do not operate in the fire traffic area. The Government will direct aircraft to support its missions and objectives.

B1.2 The Government and the Contractor must establish an effective working relationship to successfully complete this agreement. The Contractor employees' cooperation, professionalism, and positive attitude toward accomplishment of the mission and aviation safety are an integral element of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this agreement for such cooperative use.

B1.4 This agreement can be canceled by either party, in writing, at any time for any reason.

B1.5 The Contractor may submit pricing for use of Contractor aircraft with Government pilots when requested by the Government. Specific hull insurance requirements apply.

B1.6 If the contractor is authorized per requirements in B2.1, this aircraft may be dispatched to Alaska.

## B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that agreement aircraft are operated and maintained in compliance with those certificates at all times:

B2.1 The Contractor must hold a current Federal Aviation Administration (FAA) Air Carrier and if applicable Operating Certificate. The Contractor’s Operations Specifications must authorize operation of the category and class of aircraft and conditions of flight required to complete missions for the Government. If Contractor is willing to accept a dispatch to Alaska, this Air Carrier or Operating Certificate must also authorize the contractor to operate in Alaska.

B2.2 Aircraft used on this agreement must be operated and maintained under provisions of 14 CFR Part 121 or 14 CFR Part 135. Aircraft operated under 14 CFR Part 135 must be carried on the list required by 14 CFR 135.63 unless otherwise authorized by the Contracting Officer (CO). Fractional-ownership aircraft must be operated under 14 CFR Part 135.

B2.3 The aircraft must have a Standard Airworthiness Certificate issued under 14 CFR 21.183 and, if required, a restricted airworthiness certificate issued under 14 CFR 21.25 and 21.185 to include the special purpose of forest and wildlife conservation work. Multiple Airworthiness Certifications may be required under 14 CFR 21.187. The installation of any equipment must be Federal Aviation Administration (FAA) approved.

## B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (i) typed provisions of these specifications; (ii) DOI OAS supplements and/or exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

## B4 Agreements and Orders

B4.1 The Contractor must maintain a complete, current copy of the agreement, modifications, and orders (if applicable) in each aircraft throughout the performance period.

B4.2 The pilot must have the order information (i.e., order number, performance period) in his/her possession prior to any flights under this agreement and make this information available to government representatives on request.

B4.3 Electronic copies of agreements and orders may be used. However, the contractor is responsible for ensuring that the documents are uploaded on an appropriate viewing device (e.g., laptop or tablet), which must be charged and made available at the aircraft for reference by government representatives upon request. Further, the contractor must agree to hold the government harmless for any inadvertent or accidental damage to the device.

**EQUIPMENT REQUIREMENTS**

## B5 Condition of Equipment

The Contractor-furnished aircraft and equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks except where specified by the manufacturer.

B5.1 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of lap belt and shoulder harness conditions that are not acceptable.

## B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant aircraft that is equipped as shown below.

B6.1 Free air temperature gauge.

B6.2 Fire extinguisher(s), as required by 14 CFR Part 135, for the purposes of this agreement, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers* or the Contractor’s 135 operations manual.

B6.3 One set of individual lap belts for each installed seat.

B6.4 Shoulder harness and lap belt for front seat occupants. The shoulder strap and lap belt must fasten with a metal-to-metal, quick-release mechanism. Both the lap belt and shoulder strap(s) must release simultaneously with one release mechanism. Single strap shoulder harnesses must cross diagonally from one side of the body to the other. Airplanes with a factory-installed military-type shoulder harness also meet this requirement

## B7 Avionics Requirements

B7.1 General.

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from DOI OAS Avionics or at [**https://www.nifc.gov/sites/default/files/NIICD/docs/avionics/FSOAS\_A24F.pdf**](https://www.nifc.gov/sites/default/files/NIICD/docs/avionics/FSOAS_A24F.pdf)

B7.2 Avionics installation and maintenance standards.

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems”; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locater Transmitter Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.00 to 1 or better.

B7.2.3 Avionics equipment mounting location and installation must not interfere with passenger safety, space, and comfort. Avionics equipment must not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse must be protected. Avionics equipment normally operated by both pilot and observer/copilot (FM-1, AUX-FM, audio control system, etc.) must be mounted in the optimum location for the make, model, and series of aircraft offered. Mounting(s) which offers full and unrestricted movement of each control to both the pilot and observer/copilot, when seated, without interference from clothing, cockpit structure, or flight controls, must be a goal in the selection of location.

B7.2.4 Transmitters must not open squelch on, or interfere with, other AM or FM transceivers in the aircraft which are monitoring different frequencies. So-called “Transmit Interlock” functions must not be used with communication transceivers

B7.3 Communications systems.

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed emergency locator transmitter (ELT/AP or ELT/AF), meeting TSO-C126 specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be currently registered with the National Oceanic and Atmospheric Administration (NOAA), or the national civil aviation authority with which the aircraft is registered,and include a 121.5 MHz homing beacon. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer.

B7.3.2 One panel-mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power. Although not required by Federal Aviation Regulations, the aircraft’s radio call sign (normally the aircraft registration number) must be displayed on the instrument panel, in view of the flight crew.

B7.3.3 One satellite-based aircraft tracking hardware compatible with the government’s Automated Flight Following (AFF) Program (https://aff.gov). Not all available satellite-based tracking systems are compatible with the Government’s AFF Program, nor meets AFF’s requirements. The contractor must ensure that the aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements, contact the AFF Help Desk at <https://www.aff.gov/help.aspx> or 866-224-7677.

B7.3.3.1 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 visual indicators for remotely installed units must be mounted so that they can be easily viewed by the pilot.

B7.3.3.2 AFF communications must be fully operational in all 50 states. Contractors working in or 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.

B7.3.3.3 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 minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Government through https://www.aff.gov providing: complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and contractor agreement information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the government’s AFF Program making the appropriate changes prior to aircraft use. In all cases, the contractor must ensure that the correct aircraft information is indicated within AFF. The contractor must contact the Government of system changes, scheduled maintenance, and planned service outages.

B7.3.3.4 Registration contact information, a web accessible feedback form, and additional information is available at: https://www.aff.gov. The AFF Help Desk can be reached at 866-224-7677 or <https://www.aff.gov/help.aspx>.

B7.3.3.5 Prior to the aircraft’s annual agreement inspection, the contractor must ensure compliance with all AFF systems requirements. The contractor must additionally perform an operational check of the system. As a minimum, the operational check must 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.

B7.3.3.6 If AFF becomes inoperable/unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice system for flight following. The contractor will return the AFF system to full operational capability within 72 hours after the inoperative/unreliable unit is first discovered as defective.

B7.3.3.7 This clause incorporates Specification Section Supplement available at: https://www.aff.gov/documents/Specification\_Section\_Supplement.pdf with the same force and affect as if they were presented as full text herein.

B7.3.4 Contractor furnished AFF is not required when the conditions in paragraph B7.3.4.1, B7.3.4.2 or B7.3.4.3 are met. However, if AFF is installed and available it must be turned on and active for all flights conducted under this agreement. Aircraft with AFF installed may be given preferential treatment at the discretion of the Government.

Note: AFF is required for ALL special use flights.

B7.3.4.1 Point to point passenger or passenger/cargo flights may be conducted without AFF provided an FAA instrument flight rules (IFR) flight plan has been filed and activated. The IFR flight plan must be activated prior to take off and must not be cancelled until the aircraft lands. Visual flight rules (VFR) departures, VFR climb, VFR on top and visual approaches are acceptable so long as the IFR flight plan remains active.

B7.3.4.2 Point to point cargo only flights may be conducted without AFF provided an FAA flight plan, VFR or IFR, is filed and activated. The flight plan must be activated before takeoff and must not be cancelled until the aircraft lands. For VFR flight plans, VFR flight following with ATC is recommended. When VFR flight following with ATC is not utilized then the pilot must provide position reports to Flight Service at least every 30 minutes. Any deviation to the filed route must be reported to Flight Service as soon as possible.

B7.3.4.3 Aircraft procured under this agreement and flown by a government pilot for proficiency training or point to point travel do not require contractor furnished AFF. In this case, OAS will provide a portable AFF as GFE for each flight flown under this provision.

B7.4 Other avionics.

B7.4.1 An intercommunications system (ICS)must be provided for the pilot, observer/copilot, and any additional required crewmember positions. ICS operation may be via either voice-activation (VOX) or push-to-talk (PTT). If PTT, the pilot’s PTT switch(es) must be mounted on the flight controls (control yoke), with cord-mounted PTT switches at any other required positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.4.1.1 The system must be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier (or equivalent).

B7.4.1.2 Earphone/microphone jacks: JJ-033 and JJ-034 jacks must be furnished at each required station.

B7.4.2 The Government may request installation of Government-furnished equipment (GFE).

B7.4.3 Other avionics may be required for special use missions. See the applicable supplement.

B7.4.4 Automatic Dependent Surveillance – Broadcast (ADS-B) All aircraft must be equipped to meet the ADS-B OUT requirements of 14 CFR 91.225. ADS-B OUT systems must be approved to either TSO-C154c (978MHz Universal Access Transceiver [UAT]) or TSO-C166b (1090MHz Extended Squitter [1090ES]). Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

**PERSONNEL REQUIREMENTS**

## B8 Pilot Requirements

B8.1 The Contractor must furnish a flight crew for each day the aircraft is required to be available, except when an aircraft is offered without a pilot.

B8.2 The pilot must be familiar with this agreement and all applicable orders issued under this agreement.

B8.3 The pilot must be able to provide agreement and/or order information to the COTR, OAS inspector, COR, project inspector (PI), or Government manager as requested.

## B9 Pilot Qualifications

B9.1 General

B9.1.1 Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR’s discretion.

B9.1.2 The Contractor must submit an experience resume or an OAS-64C for each pilot offered for approval. The resume must include pilot names, addresses of past employers and substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft within the last 5 years. The information must also be submitted on OAS-64A or FS 5700-20, Airplane Pilot Qualifications and Approval (with supplements if requested). This form can be found on the OAS website at <https://www.doi.gov/aviation/library/forms>

B9.1.3 For a pilot who has not been previously inspected and approved by the DOI-OAS or USDA, Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot’s flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. The completion of this form will be required prior to pilot inspection by DOI, OAS.

B9.1.4 This agreement may require that pilots meet specific special use eligibility and requirements. Pilots who have not been previously carded for specific special use missions must receive a flight evaluation in accordance with Section C of this agreement. The flight evaluation will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this agreement.

B9.1.5 Pilots must be proficient in operating all equipment identified in Section B (GPS, FM radios, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight. An abbreviated programming guide may be utilized.

B9.2 Minimum qualifications, see the supplements in B26 for additional requirements.

The Contractor must provide a pilot(s) (except when an aircraft is offered without a pilot) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B9.2.1 An FAA Commercial Pilot or Airline Transport Pilot (ATP) certificate with airplane category with appropriate class and type rating if required.

B9.2.2 Instrument rating or ATP certificate.

B9.2.3 A minimum of a current second-class medical certificate issued under provisions of 14 CFR Part 67.

B9.2.4 Evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135 (e.g., FAA Form 8410-3) to be submitted to OAS Inspector. All pilots must meet the currency requirements of 14 CFR 61.57.

B9.3 The PIC must meet flight time requirements of 14 CFR 135 and the following:

|  |
| --- |
| B9.3.1 1,500 hours Total pilot time. |
|  |
| B9.3.2 1,200 hours PIC airplanes. |
|  |
| B9.3.3 200 hours PIC multiengine, when applicable. |
|  |
| B9.3.4 25 hours PIC seaplanes, when applicable. |
|  |
| B9.3.5 250 hours PIC large airplane when applicable. (Over 12,500 pounds certificated gross takeoff weight.) |
|  |
| B9.3.6 100 hours PIC jet airplane, when applicable. |
|  |
| B9.3.7 100 hours PIC turbo prop airplane, when applicable. |
|  |
| B9.3.8 Minimum make and model experience  |
|  |
| B9.3.8.1 50 hours PIC in make and model of large aircraft to be used on this agreement for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.)  |
|  |
| B9.3.8.2 50 hours PIC in make and model of turbo prop airplane to be used on this agreement for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.) |
|  |
| B9.3.8.3 50 hours PIC in make and model of jet airplane to be used on this agreement for passenger transport. (25 hours if the pilot has attended a formal training course for the make and model.) |
|  |
| B9.3.8.4 25 hours PIC in make and model for IFR operations |
|  |
| B9.3.8.5 10 hours PIC in make and model for VFR operations  |
|  |
| B9.3.9 100 hours PIC in category, preceding 12 months. |
|  |

**Note:** RE: B9.3.8 Vendor in house FAA approved 14 CFR Part 135 training courses do not qualify for the 50% reduction.

**Note:** RE: B9.3.9 The Contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The Contractor should contact the Contracting Officer in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government

## B10 Flight Crewmembers Duty and Flight Limitations

Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B10.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B10.1.1 All crewmembers must have two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous United States, these two 24-hour rest periods must be 2 calendar days off duty.

B10.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B10.1.3 Regardless of the above limits, pilots are expected to notify the government if they become fatigued prior to reaching the duty day limit.

B10.2 Flight Limitations.

B10.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B10.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must 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.

B10.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B10.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B10.2.3.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

## B11 Personnel Duty Limitations

B11.1 The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B11.2 Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

**OPERATIONS**

## B12 Contractor's Reporting and Release Base

B12.1 The Contractor's base of operations must be as stipulated in Section A2. The Government and the Contractor may agree to a different report/release base(s) at the time an order is placed.

B12.2 If operating away from the Contractor's base of operations, additional allowances specified in Section C may apply.

## B13 Pilot Authority and Responsibilities

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo. The agreement pilot:

B13.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or agreement terms and conditions. The pilot has the final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B13.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Government.

B13.3 Must be responsible for computing the aircraft’s weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.

B13.3.1 Must perform takeoff performance calculations which include:

• Take off distance required vs. runway available.

• Climb performance to include single engine if operating a multi-engine aircraft.

**Under no circumstances will a takeoff or landing be attempted if existing environmental conditions at takeoff or landing cannot be accurately addressed in the Aircraft Flight Manual (AFM) or Pilot’s Operating Handbook (POH).**

B13.4 May not perform preventative maintenance in accordance with 14 CFR 43.3(h) unless authorized by the Contractor’s FAA-issued operations specifications.

B13.5 May function as a mechanic when the aircraft is not available due to unscheduled maintenance provided the pilot holds an A&P certificate and meets all of the mechanic qualifications required by the contractor’s operations specifications.

B13.6 Must not perform scheduled maintenance and inspections when on duty as the primary or relief pilot.

B13.7 Any time when the pilot is engaged in mechanic duties performing unscheduled maintenance, or as an authorized pilot performing preventative maintenance will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) will be applied against the pilot's flight hour limitations. After 2 hours, every hour spent as a mechanic, or as an authorized pilot performing preventative maintenance, will be applied against pilot flight time limitation on a one to one basis.

## B14 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA operations specifications and all portions of 14 CFR 91 (including those portions applicable to civil aircraft) and each certification required under Section B2, unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B14.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B14.2 Passenger briefings. Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. Additionally, the briefing must describe the location/use of the following:

1. a. Aircraft hazards
2. b. Emergency locator transmitter (ELT)
3. c. First aid kit
4. d. Personal protective equipment
5. e. Gear and cargo security
6. f. Water ditching procedures when applicable
7. g. Location and operation of emergency exits.

B14.3 Day/night use. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset.

B14.3.1 Day/night and IFR aircraft use. Single-engine airplanes with reciprocating engines must not be operated into known instrument meteorological conditions (IMC) or night conditions as defined in 14 CFR with Government personnel on board.

B14.4 Flight plans. Pilots must file and operate on an FAA, ICAO, or a DOI bureau-approved flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B14.5 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau-approved flight following procedures. Check-in must not exceed 30-minute intervals under normal circumstances.

B14.6 Smoking (to include electronic cigarettes and personal vaporizers) will not be allowed in the aircraft.

B14.7 Pilot must remain at the flight controls while an aircraft engine is operating.

## B15 Security of Aircraft and Equipment

B15.1 The Contractor is always responsible for the security of their contract aircraft, vehicles, and associated equipment.

B15.2 Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B15.2.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner that precludes their inadvertent interference with in-flight operations.

B15.2.2 Using other means of securing or disabling an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following example locking devices and methods:

* Locking hangar Door
* Keyed ignition switch
* Keyed starter switch
* Keyed master power switch
* Hidden battery cutoff switches
* Throttle/power lever lock
* Mixture/fuel lever lock
* Locking fuel cutoff
* Locking tie-down cable
* Locking control surface “gust-lock”
* Propeller lock
* Propeller chain lock
* Propeller cable lock
* Locking wheel lock or chock
* Locking “club-type” devices for control yoke

The following locking devices and security methods do not satisfy the physical security requirements:

* Locking aircraft doors
* Fenced or gated parking area

## B16 Personal Protective Equipment (PPE) for Flight Operations

B16.1 The Contractor must provide and require personnel to wear PPE in accordance with the Interagency Aviation Life Support Equipment (ALSE) Guide/Handbook, Chapter 2 Personal Protective Equipment. The ALSE can be found at: https://www.doi.gov/aviation/library/guides.

## B17 Transportation of Hazardous Materials

B17.1 Regardless of any FAA Air Carrier Operations Manual declaration of Will or Will Not Carry, the Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, Department of Transportation Special Permit DOT-SP‑9198, and the *NWCG Standards for Aviation Transport of Hazardous Materials*.

B17.2 A copy of the current DOT Special Permit, NWCG Standards, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials.

B17.3 The Contractor must ensure that each employee who may perform a function subject to this DOT Special Permit has completed the Interagency Aviation Training Module A-110, Aviation Transportation of Hazardous Materials, within the previous 3 years. The training can be completed online at <http://www.iat.gov>. The Contractor must document this training in the employee’s records and make it available to the Government when requested.

**Note**: The DOT special permit and the NWCG Standards are available online at [www.doi.gov/aviation/library/guides](https://www.doi.gov/aviation/library/guides). The Contractor is responsible for obtaining the DOT *Emergency Response Guidebook.*

## B18 Fuel and Servicing Requirements

B18.1 General

B18.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the agreement period.

B18.1.2 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or Military Detail (MIL-DTL) specifications are authorized for use.

JET Fuel - ASTM D-1655 (Jet A, A-1, or B),

Mil DTL-83133 (JP-8)

Aviation Fuel - ASTM-D-910 (grade 100 or 100LL)

B18.1.3 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B18.1.2 and the aircraft is serviced with the proper type of fuel. The Contractor must retain fuel delivery records throughout the agreement period.

B18.2 Fueling Operations.

B18.2.1 Aircraft must not be refueled while any engine is running.

B18.2.2 The *NFPA 407: Standard for Aircraft Fuel Servicing* handbook must be used as a guide. Copies of *NFPA 407* can be obtained from the National Fire Protection Association (NFPA), 1 Batterymarch Park, Quincy, MA 02169.

B18.2.3 Government personnel are not allowed in the safety zone during aircraft fueling operations. The safety zone is defined as within 50 feet of aircraft refueling receptacle.

B18.2.4 Government personnel will not be involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation. Such emergencies must be documented by the pilot using the SAFECOM system.

B18.2.5 Smoking is prohibited within 50 feet of the aircraft and fuel servicing facilities/vehicles.

B18.2.6 Cell phone use is prohibited within 50 feet of the aircraft and fuel servicing facility/vehicle during fueling operations.

B18.2.7 A contract pilot must be present during all fueling operations.

**AIRCRAFT MAINTENANCE REQUIREMENTS**

## B19 General - Maintenance

B19.1 The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder’s current instructions including airframe, engine, appliances, emergency equipment, and all instructions for continued airworthiness (ICA’s).

B19.2 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with 14 CFR 91.213 or the operator's FAA approved maintenance program. Deferred discrepancies will be evaluated, and the aircraft approved for contract use on a case-by-case basis.

B19.3 The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations or the FAA approved maintenance program.

B19.4 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

## B20 Airworthiness Directives (ADs) and Manufacturer’s Mandatory Service Bulletins (MMSBs)

B20.1 The Contractor must comply with all applicable FAA ADs and MMSBs before and during contract performance.

B20.2 The Contractor must provide, at the time of agency inspection, a list of issued FAA ADs and MMSBs identifying all those that are applicable and not applicable to the contract aircraft. The list must be in a format similar to the one shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate type and number. This list must include all accessories and equipment installed in each aircraft offered. Signature of the person verifying accuracy of the list is required.

## B21 Manuals/Records

B21.1 The Contractor must ensure that all aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439). Aircraft total time in service must be recorded. A copy of the current maintenance record must be kept with the aircraft. Electronic copies of manuals and records are acceptable.

## B22 Maintenance

Aircraft must be maintained and inspected in accordance with the operator’s FAA approved maintenance program.

B22.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B22.2 The Contractor must ensure that a mechanic inspects the contract aircraft in accordance with the procedures outlined in the operator’s FAA approved maintenance program. Aircraft total time in service must be recorded.

B22.3 All aircraft maintenance entries must include a reference to the approved technical data used to perform any installation, overhaul, major repair, or replacement of any engine, propeller, flight control, or major airframe component. The reference must include the title of the maintenance publication and identify the procedure performed or chapter, page, and paragraph where the procedure can be found. Adherence to this requirement will begin the date of contract award and continue through the duration of the contract.

B22.4 Routine/preventative maintenance must be performed before or after the Government’s scheduled daily use period or as approved by the Contracting Officer’s Representative (COR).

B22.5 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers* or the Contractor’s 135 operations manual.

## B23 Maintenance Test Flight

The Contractor must, at their own expense, perform an operational check flight following installation, overhaul, major repair, or replacement of any engine, propeller, flight control system, or when requested by the Contracting Officer (CO) or Contracting Officer’s Technical Representative (COTR). This must be accomplished before the aircraft resumes service under the contract. The pilot must enter the result of this test flight in the aircraft records, as outlined in 14 CFR 91.407.

## B24 Time Between Overhaul (TBO) and Life-Limited Parts

B24.1 All components, including engines, must be replaced upon reaching the manufacturer’s recommended TBO or FAA approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B24.2 Aircraft operated with components or accessories on FAA approved TBO extension programs are acceptable. The Contractor must be the holder of the approved extension authorization (not the owner if the aircraft is leased). The Contractor must operate in accordance with the extension authorization. The extension authorization must be kept with the aircraft.

B24.3 The Contractor must provide, at the time of agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component’s name, part number, serial number, total time, service life (or inspection/overhaul time interval), time remaining, and time and date when the component was overhauled, replaced, or inspected.

## B25 Weight and Balance

The aircraft weight and balance report must include a (1) weight and balance record, (2) equipment list, and any (3) calculations due to changes in the equipment list. A copy of the current weight and balance report must be kept with the aircraft.

B25.1 (1) Weight and Balance Record: The aircraft's required weight and balance record must be determined by actual weighing of the aircraft. The weight and balance record must be current based on the chart below. Scale readings must be recorded on the weight and balance record. Signature of a rated mechanic verifying accuracy of the record is required. This record is not superseded until the aircraft is reweighed.

|  |
| --- |
| Weighing Frequency on All Aircraft |
| *Aircraft* | *Frequency**(Calendar Months)* |
| Single engine airplanes | 60 |
| Multiengine airplanes | 36 |

**Note: All point-to-point aircraft are excluded from this schedule and must follow their approved 135 operations specifications.**

B25.1.1 The aircraft must be weighed following any major repair, major alteration, or change to the equipment list that significantly affects the center of gravity of the aircraft.

B25.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 12 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency. The weight and balance record must include the make, model, serial number, and calibration date of the scales used to weigh the aircraft.

B25.3 (2) Equipment List: The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing. Weight and Balance Handbook ([FAA-H-8083-1B](https://www.faa.gov/regulations_policies/handbooks_manuals/aviation/)) should be used as a guide.

B25.3.1 Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must be listed and include the name, weight, and arm of each item.

B25.3.2 (3) Calculations: Each time equipment is removed or installed, and the aircraft is not reweighed, the aircraft’s weight and balance must be calculated. A weight and balance revision or continuous history form must be used to show the calculated weight and balance of the aircraft resulting from the change in equipment. This is an additional document and does not supersede the weight and balance record. Weight and Balance Handbook ([FAA-H-8083-1B](https://www.faa.gov/regulations_policies/handbooks_manuals/aviation/)) should be used as a guide.

## B26 Supplements

The supplements listed below and followed up in full text will be included as applicable into each Contractor agreement. The supplements impose special operational equipment and personnel requirements that are in addition to the basic ARA.

Contractors should check the appropriate supplement box in Section A for those supplements they want to be considered for under this ARA (not required for point-to-point flights).

The Contractor’s aircraft and pilot(s) must be inspected and approved before conducting any flights under these special use activities. When ordered for service under any of the following supplements, all requirements must be adhered to in their entirety.

**Supplements by Number and Title:**

B26.1 Fire and Resource Reconnaissance

B26.2 Low Level

B26.3 Off Airport Operations-wheels

B26.4 Tandem Seat Airplanes

B26.5 Extended Overwater

B26.6 Mountainous Terrain

B26.7 Skiplane

(End of Section)

## Supplement B26.1 – Fire and Resource Reconnaissance

OPM 29 can be found at the following address:

<https://www.doi.gov/aviation/library/opm>

**Definitions**

**Reconnaissance:** Reconnaissance must be conducted in aircraft flying at or above 500’ AGL. Compliance with additional supplement(s), including special operational equipment and personnel requirements, is required for operations below 500’ AGL. Natural resource survey, transect type operations, utilization of specialized equipment, or missions not normally conducted in the commercial sector are examples of specific tasks that require special consideration.

**B26.1.1 Flight Operations**

B26.1.1.1 Mission accomplishment may require unique aircraft operating techniques that may require additional approval.

**B26.1.2 Personnel Requirements**

B26.1.2.1 Pilots must be knowledgeable of all specialized mission requirements. This may include special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission.

B26.1.2.2 Pilots may be requested to demonstrate proficiency during an agency evaluation flight.

**B26.1.3 Equipment Requirements**

B26.1.3.1 Aircraft must meet the basic requirements for airworthiness and conditions as listed in Aircraft Rental Agreement (B6).

B26.1.3.2 Installation or utilization of specialized equipment may require additional approval.

**Note:** First aid and survival kits, as specified in Exhibit 2, are not required for this supplement.

**B26.1.4 Avionics Requirements – Resource Reconnaissance II**

B26.1.4.1 Avionics equipment for this approval level is dependent upon the type of mission being flown and must be determined by the using bureau entity as required.

**B26.1.5 Avionics Requirements – Resource Reconnaissance I**

B26.1.5.1 Navigational systems: One global positioning system (GPS) must be installed in the aircraft. The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning and be powered by the aircraft electrical system. Panel-mounted units must utilize an approved, fixed, external aircraft antenna. Portable units must be securely mounted and must utilize an antenna which is external to the GPS unit itself.

B26.1.5.2 One weatherproof, external, broadband antenna covering the 150‑174 MHz band (Comant model CI‑177 or equal), with associated RG‑58A/U (or equivalent) coaxial cable terminated in a male BNC connector within the aircraft cabin in a location which facilitates connection to a unit mounted between the pilot and copilot seats, plus 4 feet (minimum).

B26.1.5.3 Specific requirements for additional avionics must be provided when called for, based on mission demands.

**B26.1.6 Avionics Requirements – Fire Reconnaissance**

B26.1.6.1 Navigational systems: One global positioning system (GPS) must be installed in the aircraft. The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning and be powered by the aircraft electrical system. Panel-mounted units must utilize an approved, fixed, external aircraft antenna. Portable units must be securely mounted and must utilize an antenna which is external to the GPS unit itself.

B26.1.6.2 Two weatherproof, external, broadband antennas covering the 150‑174 MHz band (Comant model CI‑177 or equal), each with associated RG‑58A/U (or equivalent) coaxial cable terminated in a male BNC connector within the aircraft cabin in a location convenient to the copilot/observer and of adequate length to facilitate connection to a portable radio.

B26.1.6.3 In lieu of B26.1.6.2 above, the following may be substituted:

B26.1.6.3.1 One P25-compliant VHF-FM transceiver. The transceiver (FM-1), must provide selection of narrowband analog (12.5 kHz) or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. The transceiver’s operational controls must be located and arranged so that the pilot and observer/copilot when seated, have full and unrestricted movement of each control without interference from clothing, the cockpit structure, or the flight controls.

B26.1.6.3.2 The transceiver’s operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC’s), or Talk Group ID’s (TGID’s), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Agreement must be in the narrowband analog mode.

B26.1.6.3.3 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required**.** Scanning of the GUARD frequency is not acceptable.

B26.1.6.3.4 Prior to acceptance under this agreement, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B26.1.6.3.5 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics: TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV. Cobham: (formerly NAT) NPX-136D-070.

## Supplement B26.2 – Low Level

OPM 29 can be found at the following address:

<https://www.doi.gov/aviation/library/opm>

**Definitions**

**Special Use, Low Level.** Any planned flight at less than 500 feet AGL (not including takeoff or landing or enroute weather considerations).

**B26.2.1 Flight Operations**

B26.2.1.1 Low level flight (below 500 feet AGL) may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 must be adhered to at all times.

B26.2.1.2 Only personnel necessary to the mission must be on board the aircraft.

B26.2.1.3 Planning.The pilot must attend a mission briefing which should include flight routes/areas and altitudes, hazard identification, and risk assessment.

**B26.2.2 Personnel Requirements**

B26.2.2.1 The pilot must have 200 hours PIC in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, search and rescue and low-level military operations such as close air support or attack missions. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low-level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B26.2.2.2 For operations in Designated Mountainous Areas as identified in 14 CFR 95 Subpart B. The pilot must have 200 hours of low-level flight time in areas designated as mountainous in 14 CFR 95.

B26.2.2.3 Pilots must show evidence of experience in low-level operations and be knowledgeable of all specialized mission requirements. This may include low-level operations, special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots must be required to demonstrate their ability during an agency evaluation flight. A low-level flight evaluation is required every 36 months.

**B26.2.3 Equipment Requirements**

B26.2.3.1 A strobe light or flashing LED, with either a white, or half white and half red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.

B26.2.3.2 A first aid kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B26.2.3.3 A survival kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

**B26.2.4 Personal Protective Equipment.**

The Contractor must provide and require personnel to wear PPE in accordance with the Interagency Aviation Life Support Equipment (ALSE) Guide/Handbook, Chapter 2 Personal Protective Equipment. The ALSE can be found at: https://www.doi.gov/aviation/library/guides.

Helmet Standards can be found at:

<https://www.doi.gov/aviation/safety/helmet>.

## Supplement B26.3 – Off Airport Operations - wheels (see OPM 29)

OPM 29 can be found at the following address:

<https://www.doi.gov/aviation/library/opm>

**B26.3.1 Definitions**

B26.3.1.1 Unprepared Landing Area: Any area used for takeoff and landing that meets one or more of the following criteria:

a) Not listed in a FAA Chart Supplement (formerly

AFD)

b) An airport that is “not maintained” in accordance with

a FAA Chart Supplement,

c) Not denoted as an airport on a FAA

Sectional Chart.

**Note:** Off-Airport locations that have been improved

(removal of brush, rocks, logs, etc.) does not convert the

location into an “airport” or “improved strip”.

**Note:** Prior landing in the area by any pilot does not make an unprepared landing area into an airport or established airstrip.

**B26.3.2 Pilot Requirements**

B26.3.2.1 Airplane wheel operations on unprepared landing areas/off-airport is classified as “special use” and pilots must be carded for Off Airport Operations-Wheels and Low Level (flight below 500 feet above ground level) in the make and model of airplane and in the wheel configuration utilized. Pilots will be required to demonstrate proficiency in initial and recurrent agency evaluation flights, with recurrent evaluations every 36 months. The aircraft must be approved prior to the pilot evaluation.

B26.3.2.2 Pilots must be knowledgeable of the unprepared landing area type, i.e., beach/gravel bars, ridge tops, tundra, tidal areas, etc. This will include special flight techniques for the specific type of area to be used. Equipment operation could include tundra tires, extended gear, GPS etc.

B26.3.2.3 Current conditions must be ascertained prior to landing, usually by a high and then a low reconnaissance. 14 CFR 91.103 must be complied with at all times.

**B26.3.3 Equipment Requirements**

B26.3.3.1 A strobe light or flashing LED, with either a white, or half-white and half-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.

B26.3.3.2 A first aid kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B26.3.3.3 A survival kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B26.3.3.4 Aircraft shall be equipped with double-strap shoulder harnesses and lap belts for front seat occupants. Aft compartment shall have single-strap or double-strap shoulder harnesses and lap belts if manufactured for make and model offered. Shoulder straps and lap belts shall fasten with a metal-to-metal, single-point, quick-release mechanism which does not leave the shoulder strap across the chest when released. Airplanes with a factory-installed military-type shoulder harness also meet this requirement.

B26.3.3.5 The airplane must be inspected and carded for Off Airport Wheel Operations and Low Level.

Each aircraft used for off-airport operations must be equipped with tires appropriate for the surface type operated on and have heavy duty landing gear, where applicable. These tires and landing gear must be approved for the aircraft offered and must be installed during all DOI designated off-airport special use operations.

## Supplement B26.4 - Rental of Tandem Seat Airplanes

**B26.4.1 Definitions**

The use of tandem seat airplanes will be considered special use and all services will be acquired and operated under this supplement. The ever-present possibility of overloading these aircraft to accomplish the day-to-day flight operations requires that inspection and approval of each aircraft and pilot be accomplished prior to use.

**Low Level:** Any flight less than 500 feet from the surface. (Not including takeoff and landing.)

**B26.4.2 Flight Operations**

B26.4.2.1 Low level flight may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 will be adhered to at all times.

B26.4.2.2 A Project Weight and Balance Calculation worksheet shall be prepared prior to flight. This form shall be updated whenever mission requirements change the previous calculation.

**B26.4.3 Pilot Requirements**

B26.4.3.1 The pilot must have 200 hours PIC or 10 hours in category of low-level flight instruction in low level operations, such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, search and rescue, and low level military operations such as close air support or attack missions. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low-level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B26.4.3.2 Pilots must show evidence of experience in low level operations and be knowledgeable of all specialized mission requirements. This may include low level operations, special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots must be required to demonstrate their ability during an agency evaluation flight.

B26.4.3.3 Pilots must have initial and 36-month recurrent flight evaluation.

B26.4.3.4 PPE in accordance with the Interagency ALSE Handbook/Guide for low level flight is required.

**B26.4.4 Aircraft Requirements**

B26.4.4.1 Aircraft shall be equipped with double-strap shoulder harnesses and lap belts for both occupants. The shoulder straps and lap belt must fasten with a single-point metal-to-metal, quick release mechanism, which does not leave the shoulder straps across the chest when released. Airplanes with a factory-installed military-type shoulder harness also meet this requirement

B26.4.4.2 PA-18 aircraft must have minimum certificated gross weight of 2,000 pounds.

## Supplement B26.5 – Extended Over Water over 50 miles from shore.

**B26.5.1 Definitions**

B26.5.1.1 **Extended Over-Water Operations.** An operation; i.e., marine mammal survey, over water at a horizontal distance of more than 50 nautical miles from the nearest shoreline.

**B26.5.2 Certifications**

B26.5.2.1 The Contractor must provide evidence of FAA authorization for Class II navigation and authorization for operation in the proposed survey area.

B26.5.2.2 International Civil Aviation Organization (ICAO) procedures must be complied with, when applicable. i.e. Oceanic Flights. FAR Part 135.165 and 135.167 must be adhered to.

**B26.5.3 Aircraft Requirements**

B26.5.3.1 Aircraft must be multiengine.

B26.5.3.2 Aircraft must be certified for IFR.

B26.5.3.3 Aircraft shall be capable of a survey speed of 100 knots. The survey speed shall not be greater than power-off stall speed +30% (clean configuration/no gear/flaps) at MGTW. VMC shall be at least 10 knots below the survey speed in this configuration.

B26.5.3.4 Aircraft endurance shall be 4 hours with an additional 45-minute reserve at 120 knots at sea level.

B26.5.3.5 Cruising airspeed: 150 KTS, TAS (cruise power and 5,000 feet operational altitude). This is minimum TAS.

B26.5.3.6 Each aircraft used for off-airport operations must be equipped with tires appropriate for the surface type operated on and have heavy duty landing gear, where applicable. These tires and landing gear must be approved for the aircraft offered and must be installed during all DOI designated off-airport special use operations.

**B26.5.4 Equipment Requirements**

B26.5.4.1 (For low level operations). A strobe light or flashing light emitting diode (LED) is required, with either a white or half-white and half-red lens mounted on top of the aircraft or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.

B26.5.4.2 A first aid kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B26.5.4.3 A survival kit containing items specified in the exhibits must be furnished by the Contractor and carried aboard the aircraft on all flights.

B26.5.4.4 If additional fuel is required to meet the endurance requirements of the order, the Contractor shall furnish an FAA-approved auxiliary fuel tank system.

B26.5.4.5 Life raft. The life raft(s) specified by 14 CFR Part 135.167 or Part 121.339 shall be approved under TSO-C70a Type I and shall be a multiple-tube design that provides full floor support in case one of the tubes fails. The rated capacity shall be equal to or greater than the total occupants of the aircraft. The raft(s) shall be carried in the main passenger cabin, readily accessible to the passengers and readily accessible for deployment from the main cabin door. The life raft shall contain a 406 MHz ELT. All additional equipment requirements of 14 CFR 135.167 shall be included.

B26.5.4.6 Each aircraft used for off-airport operations must be equipped with tires appropriate for the surface type operated on and have heavy duty landing gear, where applicable. These tires and landing gear must be approved for the aircraft offered and must be installed during all DOI designated off-airport special use operations.

**B26.5.5 Avionics Requirements**

B26.5.5.1 One communication system compatible with bureau flight following requirements; i.e., satellite phone, VHF/FM radio, or similar system.

B26.5.5.2 Two panel-mounted VHF/AM (VHF-1, VHF-2) airways communication transmitter/receiver systems with a minimum of 720 receive channels 118.000 to 135.975 MHz in 25 KHz increments and a minimum of 5 watts transmit carrier power.

B26.5.5.3 Two VHF airways navigation VOR/LOC receiver systems with indicators, of a minimum of 100 navigation receive channels.

B26.5.5.4 One glideslope system with 20 receiver channels.

B26.5.5.5 One marker beacon receiver system with a three-light indicator.

B26.5.5.6 One ATC transponder system, and altitude reporting system, meeting the requirements of 14 CFR 91.215(a) and tested and inspected per 14 CFR 91.413. The transponder shall have been last tested during the one-year period preceding the start or renewal date of the agreement.

B26.5.5.7 (For low level operations). One radar altimeter that includes a decision height warning system including both visual (light) and audible warning indications. The warning system must provide aural warning to the pilot through headphones.

B26.5.5.8 At least one IFR Global Positioning Systems (GPS) meeting the following requirements:

B26.5.5.8.1 The GPS’s shall be capable of coupling to the aircraft autopilot system.

B26.5.5.8.2 One panel-mounted GPS’s shall be permanently installed in the aircraft in such a manner as to be readily visible and accessible to both the pilot and front seat observer positions. The GPS’s shall reference latitude and longitude coordinates for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. The GPS’s must be approved for IFR and have the current aviation data base installed.

B26.5.5.8.3 The GPS shall have LED or other units with high contrast displays that are backlighted.

**B26.5.6 Pilot Requirements**

B26.5.6.1 Pilots shall display evidence of experience in using all equipment specified. (GPS, satellite phone, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight.

B26.5.6.2 Pilots shall demonstrate their ability to perform the following functions with the required GPS:

B26.5.6.2.1 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart or oceanic chart.

B26.5.6.2.2 Install waypoint coordinates.

B26.5.6.2.3 Acquire distance/bearing information to a destination or waypoint.

B26.5.6.2.4 Record as a waypoint coordinates of various locations while enroute to a primary destination.

B26.5.6.2.5 Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B26.5.6.3 Pilots shall have logged minimum flight time as follows:

|  |
| --- |
| 1. 100 hours Night flying to include the recent flight experience requirements of FAR 61.57(b).
 |
|  |
| 1. 75 hours Actual or simulated instrument flight time (including 50 hours in flight).
 |
|  |
| 1. 500 hours Cross-country.
 |
|  |
| 1. 200 hours Low level flight (below 500 feet AGL) in airplanes performing fire retardant drops, dispensing agricultural materials, paracargo drops, wildlife surveys or low-level military operations such as close air support or attack missions. If flights are conducted above 500 feet AGL, low level PIC time is not required.
 |
|  |
| 1. 10 hours PIC in class in the last 60 days.
 |
|  |
| 1. 5 hours Total time in make and model, within the preceding 30 days.
 |

B26.5.6.4 Pilots shall be knowledgeable of IFR, VFR, low level, and slow flight procedures. This includes techniques for low level in slow flight configuration.

## Supplement B26.6 – Mountainous Terrain.

OPM 29 can be found at the following address:

<https://www.doi.gov/aviation/library/opm>

**B26.6.1 Definition –** Except for takeoff and landing,a VFR operation conducted within 1000 feet of terrain (horizontal or vertical) in the areas designated by the FAA as mountainous IAW 14 CRF 95 Subpart B.

**B26.6.2 Operations -** A mountainous terrain endorsement is not required for contract pilots conducting point to point flights in-accordance-with 14 CFR Part 135.

**B26.6.3 Pilot Requirements**

B26.6.3.1 Pilots applying for an initial pilot qualifications card with a requirement to operate in mountainous terrain must pass a Mountainous Terrain flight evaluation conducted in-accordance-with the Interagency Airplane Pilot Practical Test Standards prior to operating in mountainous terrain.

B26.6.3.2 Operations conducted at less than 50 feet above the surface require a low level endorsement.

B26.6.3.3 Pilots applying for an initial DOI pilot qualification card with a requirement to operate within 1000 feet of terrain (horizontal or vertical) in mountainous terrain must pass a Mountainous Terrain flight evaluation conducted in accordance with the Interagency Airplane Pilot Practical Test Standards prior to operating in mountainous terrain.

B26.6.3.4 The Contractor is responsible for ensuring an approved mountain pilot is provided when dispatched for operations in a designated mountainous area as identified in 14 CFR 95 Subpart.

**B26.6.4 Equipment Requirements**

B26.6.4.1 A first aid kit containing items specified in the

exhibits shall be furnished by the Contractor and carried

aboard the aircraft on all flights.

B26.6.4.2 A survival kit containing items specified in the

exhibits shall be furnished by the Contractor and carried

aboard the aircraft on all flights.

## Supplement B26.7 – Skiplane

OPM 29 can be found at the following address:

<https://www.doi.gov/aviation/library/opm>

**B26.7.1 Definition –** Operating airplane on fixed skis or wheel skis.

**B26.7.2 Pilot Requirements**

B26.7.2.1 Pilots must have documented training or experience in skiplane operations

B26.7.2.2 Pilots must have three take-offs and three landings to a full stop in a skiplane within the preceding 90 days prior to carrying passengers in a skiplane

B.26.7.2.3 A one time flight evaluation in required

B.26.7.2.4 No specific PPE required (see B16)

B26.7.2.5 Pilots applying for an initial pilot qualifications card with a requirement to perform glacier landings with skis must pass a Glacier Landings - Skis evaluation conducted in-accordance-with the Interagency Airplane Pilot Practical Test Standards prior to making glacier landings on skis. Pilot must have 200 hours PIC glacier ski plane experience in category or 10 hours of skiplane flight instruction in category on glaciers.

B26.7.2.6 Must have mountainous terrain and low level (when pioneering sites) endorsements

B26.7.2.7 Must have three glacier skiplane takeoffs and landings within 90 days to carry passengers

B.26.7.2.8 An initial and 36 month recurrent flight evaluation in required.

B26.7.2.9 The Contractor is responsible for ensuring an approved mountain pilot is provided when dispatched for operations in a designated mountainous area as identified in 14 CFR 95 Subpart

**B26.7.3 Equipment Requirements**

B26.7.3.1 A first aid kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

B26.7.3.2 A survival kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.

# SECTION C - CONTRACT TERMS AND CONDITIONS

# CONTRACT CLAUSES

## C1 FAR 52.252-2 Contract Clauses Incorporated by Reference (FEB 1998)

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

|  |
| --- |
| **Clauses and Provisions Incorporated By Reference** |
| **Clause** | **Title** | **Date** |
| 52.202-1 | Definitions | Jun 2020 |
| 52.203-3 | Gratuities | Apr 1984 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | Jun 2020 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | Jun 2020 |
| 52.204-4 | Printed or Copied Double-sided on Postconsumer Fiber Content Paper  | May 2011 |
| 52.204-13 | System for Award Management Maintenance | Oct 2018 |
| 52.204-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation | Jan 2017 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | Dec 2014 |
| 52.212-4 | Contract Terms and Conditions —Commercial Products and Commercial Services | Nov 2021 |
| 52.212-4 | Alternate 1 (Time & Materials) | Nov 2021 |
| 52.217-2 | Cancellation under Multi-Year Contracts | Oct 1997 |
| 52.232-23 | Assignment of Claims | May 2014 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | Jun 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | Nov 2021 |
| 52.233-1 | Disputes | May 2014 |
| 52.233-1 | Alternate I | Dec 1991 |
| 52.233-3 | Protest After Award | Aug 1996 |
| 52.242-13 | Bankruptcy | Jul 1995 |
| 52.247-5 | Familiarization with Conditions | Apr 1984 |
| 52.247-12 | Supervision, Labor, or Materials  | Apr 1984 |
| 52.247-17 | Charges | Apr 1984 |
| 52.247-21 | Contractor Liability for Personal Injury and/or Property Damage | Apr 1984 |
| 52.253-1 | Computer Generated Forms | Jan 1991 |

## CLAUSES INCORPORATED BY FULL TEXT

## C2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (May 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

 (1) [52.203-19](https://www.acquisition.gov/far/part-52#FAR_52_203_19), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](https://www.acquisition.gov/far/part-52#FAR_52_209_10), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](https://www.acquisition.gov/far/part-52#FAR_52_233_3), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(6) [52.233-4](https://www.acquisition.gov/far/part-52#FAR_52_233_4), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

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

 [*Contracting Officer check as appropriate.*]

**X**  (1) [52.203-6](https://www.acquisition.gov/far/part-52#FAR_52_203_6), Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ( [41 U.S.C. 4704](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [10 U.S.C. 2402](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

**X**  (2) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))).

\_\_ (3) [52.203-15](https://www.acquisition.gov/far/part-52#FAR_52_203_15), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

**X**  (4) [52.204-10](https://www.acquisition.gov/far/part-52#FAR_52_204_10), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

\_\_ (5) [Reserved].

\_\_ (6) [52.204-14](https://www.acquisition.gov/far/part-52#FAR_52_204_14), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (7) [52.204-15](https://www.acquisition.gov/far/part-52#FAR_52_204_15), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

**X**  (8) [52.209-6](https://www.acquisition.gov/far/part-52#FAR_52_209_6), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section6101&num=0&edition=prelim)).

**X**  (9) [52.209-9](https://www.acquisition.gov/far/part-52#FAR_52_209_9), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section2313&num=0&edition=prelim)).

\_\_ (10) [Reserved].

\_\_ (11) [52.219-3](https://www.acquisition.gov/far/part-52#FAR_52_219_3), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ( [15 U.S.C. 657a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637a&num=0&edition=prelim)).

\_\_ (12) [52.219-4](https://www.acquisition.gov/far/part-52#FAR_52_219_4), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (13) [Reserved]

**X**  (14) (i) [52.219-6](https://www.acquisition.gov/far/part-52#FAR_52_219_6), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](https://www.acquisition.gov/far/part-52#FAR_52_219_6).

\_\_ (15) (i) [52.219-7](https://www.acquisition.gov/far/part-52#FAR_52_219_7), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](https://www.acquisition.gov/far/part-52#FAR_52_219_7).

**X**  (16) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ( [15 U.S.C. 637(d)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and (3)).

\_\_ (17)

(i) [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9), Small Business Subcontracting Plan (Nov 2021) ( [15 U.S.C. 637(d)(4)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

\_\_ (iv) Alternate III (Jun 2020) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

\_\_ (v) Alternate IV (Sep 2021) of [52.219-9](https://www.acquisition.gov/far/part-52#FAR_52_219_9).

\_\_ (18)

(i) [52.219-13](https://www.acquisition.gov/far/part-52#FAR_52_219_13), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644(r)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](https://www.acquisition.gov/far/part-52#FAR_52_219_13).

**X**  (19) [52.219-14](https://www.acquisition.gov/far/part-52#FAR_52_219_14), Limitations on Subcontracting (Sep 2021) ( [15 U.S.C. 637s](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (20) [52.219-16](https://www.acquisition.gov/far/part-52#FAR_52_219_16), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637(d)(4)(F)(i)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (21) [52.219-27](https://www.acquisition.gov/far/part-52#FAR_52_219_27), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ( [15 U.S.C. 657f](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

**X**  (22) (i) [52.219-28](https://www.acquisition.gov/far/part-52#FAR_52_219_28), Post Award Small Business Program Rerepresentation (Sep 2021) ( [15 U.S.C. 632(a)(2)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](https://www.acquisition.gov/far/part-52#FAR_52_219_28).

\_\_ (23) [52.219-29](https://www.acquisition.gov/far/part-52#FAR_52_219_29), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ( [15 U.S.C. 637(m)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (24) [52.219-30](https://www.acquisition.gov/far/part-52#FAR_52_219_30), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ( [15 U.S.C. 637(m)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (25) [52.219-32](https://www.acquisition.gov/far/part-52#FAR_52_219_32), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec644.htm)(r)).

\_\_ (26) [52.219-33](https://www.acquisition.gov/far/part-52#FAR_52_219_33), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637](https://www.govinfo.gov/content/pkg/USCODE-2018-title15/html/USCODE-2018-title15-chap14A-sec637.htm)(a)(17)).

**X**  (27) [52.222-3](https://www.acquisition.gov/far/part-52#FAR_52_222_3), Convict Labor (Jun 2003) (E.O.11755).

\_\_ (28) [52.222-19](https://www.acquisition.gov/far/part-52#FAR_52_222_19), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

**X**  (29) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

**X**  (30) (i) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26).

**X**   (31) (i) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35).

**X**  (32) (i) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title29-section793&num=0&edition=prelim)).

\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36).

**X**  (33) [52.222-37](https://www.acquisition.gov/far/part-52#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-section4212&num=0&edition=prelim)).

**X**  (34) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

**X**  (35) (i) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O. 13627).

**X**  (36) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](https://www.acquisition.gov/far/part-22#FAR_22_1803).)

\_\_ (37) (i) [52.223-9](https://www.acquisition.gov/far/part-52#FAR_52_223_9), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962(c)(3)(A)(ii)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of [52.223-9](https://www.acquisition.gov/far/part-52#FAR_52_223_9) ( [42 U.S.C. 6962(i)(2)(C)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (38) [52.223-11](https://www.acquisition.gov/far/part-52#FAR_52_223_11), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (39) [52.223-12](https://www.acquisition.gov/far/part-52#FAR_52_223_12), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (40) (i) [52.223-13](https://www.acquisition.gov/far/part-52#FAR_52_223_13), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](https://www.acquisition.gov/far/part-52#FAR_52_223_13).

\_\_ (41) (i) [52.223-14](https://www.acquisition.gov/far/part-52#FAR_52_223_14), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun2014) of [52.223-14](https://www.acquisition.gov/far/part-52#FAR_52_223_14).

\_\_ (42) [52.223-15](https://www.acquisition.gov/far/part-52#FAR_52_223_15), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (43) (i) [52.223-16](https://www.acquisition.gov/far/part-52#FAR_52_223_16), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](https://www.acquisition.gov/far/part-52#FAR_52_223_16).

**X**  (44) [52.223-18](https://www.acquisition.gov/far/part-52#FAR_52_223_18), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_ (45) [52.223-20](https://www.acquisition.gov/far/part-52#FAR_52_223_20), Aerosols (Jun 2016) (E.O. 13693).

\_\_ (46) [52.223-21](https://www.acquisition.gov/far/part-52#FAR_52_223_21), Foams (Jun2016) (E.O. 13693).

\_\_ (47) (i) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).

\_\_ (48) [52.225-1](https://www.acquisition.gov/far/part-52#FAR_52_225_1), Buy American-Supplies (Nov 2021) ( [41 U.S.C. chapter 83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (49) (i) [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ( [41 U.S.C.chapter83](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [19 U.S.C. 3301](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)note, [19 U.S.C. 2112](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)note, [19 U.S.C. 3805](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) note, [19 U.S.C. 4001](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_ (ii) Alternate I (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

\_\_ (iii) Alternate II (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

\_\_ (iv) Alternate III (Jan 2021) of [52.225-3](https://www.acquisition.gov/far/part-52#FAR_52_225_3).

\_\_ (50) [52.225-5](https://www.acquisition.gov/far/part-52#FAR_52_225_5), Trade Agreements (Oct 2019) ( [19 U.S.C. 2501](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section2501&num=0&edition=prelim), et seq., [19 U.S.C. 3301](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title19-section3301&num=0&edition=prelim) note).

**X**  (51) [52.225-13](https://www.acquisition.gov/far/part-52#FAR_52_225_13), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (52) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_52_225_26), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3).

\_\_ (53) [52.226-4](https://www.acquisition.gov/far/part-52#FAR_52_226_4), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (54) [52.226-5](https://www.acquisition.gov/far/part-52#FAR_52_226_5), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (55) [52.229-12](https://www.acquisition.gov/far/part-52#FAR_52_229_12), Tax on Certain Foreign Procurements (Feb 2021).

\_\_ (56) [52.232-29](https://www.acquisition.gov/far/part-52#FAR_52_232_29), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 2307(f)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (57) [52.232-30](https://www.acquisition.gov/far/part-52#FAR_52_232_30), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3), [10 U.S.C. 2307(f)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

**X**  (58) [52.232-33](https://www.acquisition.gov/far/part-52#FAR_52_232_33), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title31-section3332&num=0&edition=prelim)).

\_\_ (59) [52.232-34](https://www.acquisition.gov/far/part-52#FAR_52_232_34), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (60) [52.232-36](https://www.acquisition.gov/far/part-52#FAR_52_232_36), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (61) [52.239-1](https://www.acquisition.gov/far/part-52#FAR_52_239_1), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title5-section552a&num=0&edition=prelim)).

\_\_ (62) [52.242-5](https://www.acquisition.gov/far/part-52#FAR_52_242_5), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637(d)(13)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (63) (i) [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).

\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64).

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

     [Contracting Officer check as appropriate.]

**X**  (1) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

**X**  (2) [52.222-42](https://www.acquisition.gov/far/part-52#FAR_52_222_42), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3))

**X**  (3) [52.222-43](https://www.acquisition.gov/far/part-52#FAR_52_222_43), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)

([29 U.S.C. 206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (4) [52.222-44](https://www.acquisition.gov/far/part-52#FAR_52_222_44), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (5) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

\_\_ (6) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_52_222_53), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

**X**  (7) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

**X**  (8) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_ (9) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](https://www.acquisition.gov/far/part-2#FAR_2_101), on the date of award of this contract, and does not contain the clause at [52.215-2](https://www.acquisition.gov/far/part-52#FAR_52_215_2), Audit and Records-Negotiation.

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

      (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](https://www.acquisition.gov/far/part-4#FAR_Subpart_4_7), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

      (i) [52.203-13](https://www.acquisition.gov/far/part-52#FAR_52_203_13), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

      (ii) [52.203-19](https://www.acquisition.gov/far/part-52#FAR_52_203_19), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

      (iii) [52.204-23](https://www.acquisition.gov/far/part-52#FAR_52_204_23), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

       (iv) [52.204-25](https://www.acquisition.gov/far/part-52#FAR_52_204_25), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

       (v) [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8), Utilization of Small Business Concerns (Oct 2018) ( [15 U.S.C. 637(d)(2)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title15-section637&num=0&edition=prelim) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](https://www.acquisition.gov/far/part-19#FAR_19_702)(a) on the date of subcontract award, the subcontractor must include [52.219-8](https://www.acquisition.gov/far/part-52#FAR_52_219_8) in lower tier subcontracts that offer subcontracting opportunities.

       (vi) [52.222-21](https://www.acquisition.gov/far/part-52#FAR_52_222_21), Prohibition of Segregated Facilities (Apr 2015).

       (vii) [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity (Sep 2015) (E.O.11246).

       (viii) [52.222-35](https://www.acquisition.gov/far/part-52#FAR_52_222_35), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

       (ix) [52.222-36](https://www.acquisition.gov/far/part-52#FAR_52_222_36), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

       (x) [52.222-37](https://www.acquisition.gov/far/part-52#FAR_52_222_37), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

       (xi) [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](https://www.acquisition.gov/far/part-52#FAR_52_222_40).

       (xii) [52.222-41](https://www.acquisition.gov/far/part-52#FAR_52_222_41), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-chapter67-front&num=0&edition=prelim)).

       (xiii) (A) [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3) and E.O 13627).

                (B) Alternate I (Mar 2015) of [52.222-50](https://www.acquisition.gov/far/part-52#FAR_52_222_50) ( [22 U.S.C. chapter 78 and E.O. 13627](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

       (xiv) [52.222-51](https://www.acquisition.gov/far/part-52#FAR_52_222_51), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

       (xv) [52.222-53](https://www.acquisition.gov/far/part-52#FAR_52_222_53), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

       (xvi) [52.222-54](https://www.acquisition.gov/far/part-52#FAR_52_222_54), Employment Eligibility Verification (May 2022) (E.O. 12989).

       (xvii) [52.222-55](https://www.acquisition.gov/far/part-52#FAR_52_222_55), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

       (xviii) [52.222-62](https://www.acquisition.gov/far/part-52#FAR_52_222_62), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

       (xix) (A) [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)).

                (B) Alternate I (Jan 2017) of [52.224-3](https://www.acquisition.gov/far/part-52#FAR_52_224_3).

       (xx) [52.225-26](https://www.acquisition.gov/far/part-52#FAR_52_225_26), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note)](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3).

       (xxi) [52.226-6](https://www.acquisition.gov/far/part-52#FAR_52_226_6), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

       (xxii) [52.247-64](https://www.acquisition.gov/far/part-52#FAR_52_247_64), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](https://www.govinfo.gov/content/pkg/USCODE-2019-title46/html/USCODE-2019-title46-subtitleV-partD-chap553-subchapI-sec55305.htm) and [10 U.S.C. 2631](http://uscode.house.gov/browse.xhtml;jsessionid=114A3287C7B3359E597506A31FC855B3)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

     (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

## ADDENDA TO CONTRACT TERMS AND CONDITIONS

## C3 Inspection/Acceptance (FAR 52.212-4(a)), the following is added

**C3.1 Inspection Scheduling and Process.**

C3.1.1 After either ARA award or renewal, the COTR will attempt to schedule an initial inspection of all of the Contractor's proposed special use aircraft, equipment and personnel to ensure contract compliance. This inspection is expected to be accomplished when the COTR’s inspectors’ normal schedule brings them to the Contractor’s vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will normally confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.1.2 The Government’s listing of available aviation resources will only include aircraft that have been inspected and approved.

C3.1.3 The Government will conduct an annual review of ARA aircraft inspection results. Special use aircraft that were not made available for inspection, or have failed inspections and no action has been taken to correct discrepancies listed on the OAS-68 over the preceding year, may be canceled at the Government’s option.

C3.1.4 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.1.5 The Contractor must notify the CO and the COTR when an action has been imposed by the FAA on the operator’s certificate or on any pilot or aircraft carded under this agreement. The Contractor must also notify the COTR of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance as well as any additional positions approved under 14 CFR 119.69(b).

C3.1.6 Approved aircraft, and pilots will be issued an Interagency Aircraft Data Card as applicable. The aircraft and pilot cards detail the activities for which they are authorized.

C3.1.6.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.6.2 The pilot qualification card is kept in the posses­sion of the pilot and available for inspection at all times.

C3.1.7 If the COTR determines any aircraft/equipment/ personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a re-inspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

**C3.2 Equipment**

C3.2.1 Aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunc­tion with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.2.2 (**As applicable)** Fuel dispensing facilities, fuel cache(s) and other equipment will be inspected to ensure contract compliance.

**C3.3 Adding or Deleting Aircraft/Equipment**

C3.3.1 After ARA award the Contractor may request to add aircraft of the same make and model as originally awarded and identified in the ARA at the same price. The Contractor may submit this request during the month of October each year; however, the CO reserves the right to add aircraft any time during the year. The Contractor shall make the request in writing to the CO documenting aircraft type, model number, tail number and provide an AQD-10 price form and a copy of the FAA 14 CFR Part 135 Operations Specifications (D085-1). The CO will make a determination if there is a Government need for the additional aircraft.

C3.3.1.1 Requests for aircraft substitution must be submitted to the CO for approval prior to inspection. The Contractor may contact OAS regarding scheduling aircraft inspection only after finalization of a bilateral modification to add the aircraft to the BPA.

C3.3.1.2 The request to remove aircraft/equipment can be done at any time during the contract period and is accomplished by bilateral modification issued by the CO.

C3.3.2 A request to add a different aircraft type or equipment which was not originally awarded on the ARA must come from a government bureau. The request must be submitted on an AQD Form 20 to the CO. If approved, the CO will then ask the Contractor to provide an AQD-10 price form and a copy of the FAA 14 CFR Part 135 Operations Specifications (D085-1). The AQD-10 fillable form can be found at Interior Business Center (IBC) Customer Central, Acquisition Services (Forms):

<https://ibc.doi.gov/acquisition/aviation/customer/forms>. It is also attached in Section C, Exhibit 7. A separate AQD-10 form should be submitted for each aircraft with additional equipment if the pricing would differ from an aircraft without the equipment.

C3.3.3 In addition to the requirements in C3.3.1 and C3.3.2 above, the required documents listed below must also be submitted to the Contracting Officer:

• Completed Aircraft Questionnaire

• Current Weight and Balance (based on table in Section B32),

• Equipment list certified accurate at the time of weighing,

• Copy of the 14 CFR Part 135 Operations Specifications (D085)

C3.3.4 All proposed substitutes must meet contract specifications and be subject to inspections and approvals identified herein prior to use. It is at the Government’s discretion as to whether additional aircraft will be allowed to be added to an current ARA. Additional aircraft shall not be added solely for the convenience of the Contractor.

C3.3.5 The Contractor shall be responsible for contacting the COTR for scheduling an inspection. See Section C16.1. The reinspection schedule will be at the discretion of the COTR’s office. The Government may charge the Contractor for the cost of any extra inspections required to add an aircraft to the ARA in accordance with Section C3.5.

C3.3.6 The Contractor shall notify the CO immediately when an aircraft is no longer available (such as sale of aircraft, loss of certification, etc.) to ensure the ARA source list is accurate and current.

**C3.4 Personnel**

C3.4.1 Pilots. Only those individuals whose past flight time and experience may be verified from log books, employ­ment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract.

C3.4.1.1 The COTR’s representative may conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. The flight evaluation will be conducted in accordance with the FAA Commercial Practical Test Standards (PTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.4.1.2 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract and be equipped with dual controls. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series equipped with dual controls if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor’s expense.

C3.4.1.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot’s ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.4.1.4 For special use activities provided under this ARA which require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the ARA, unless otherwise indicated in the agreement. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

**C3.5 Reinspection Expenses**

C3.5.1 The Contractor shall be liable for all Government incurred reinspection costs. Inspection expenses will not be deducted from payments due the Contractor. Contractor will be responsible to make payment as directed in writing by the CO.

C3.5.2 Costs may include, but are not limited to, inspec­tor(s)’ time to include travel time at $100.00 per hour, and transportation and subsistence at actual cost.

## C4 FAR 52.212-4(k) Taxes

**The following is added:**

**Important Notice:** In accordance with 52.212-4(k), the price(s) in the schedule within Section A of the contract include all applicable Federal, State, and local taxes and duties. The Government's electronic business systems will not calculate nor pay for any federal, state, or local taxes or duties separately under the contract. Examples of taxes and duties that are included in the contract prices are:

Federal Airport and Airway Excise Taxes

 Fuel Taxes

 Transportation Taxes (passengers and cargo)

## C5 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the contract.

## C6 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor ( 29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

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

|  |  |
| --- | --- |
| **Employee Class** | **Monetary Wage—Fringe Benefit** |
| Aircraft Pilot, GS-2181-11, Step 8 | $39.15 |
| Aircraft Mechanic, WG-8852-10, Level 5 | $39.16 |
| Fringe benefits such as, life, accident, health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate. Fringe benefits includes 10 paid holidays. Fringe benefits includes paid vacation time as follows: Two (2) hours of annual leave each week for an employee with less than three (3) years of service; Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service; or Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.  |

## C7 Reporting Requirements and Invoice Submission

**C7.1 Aircraft Use Report**

C7.1.1 The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, AMD-23E form or other form as directed by the CO. An electronic report will be initiated by the Contractor in a Department of the Interior electronic reporting system (Aviation Information Reporting Support (AIRS)) that documents the daily services recorded on the signed AMD-23E or other form as directed by the CO. Hard copies of the signed AMD-23E are to be uploaded/attached to the electronic report created in AIRS.

C7.1.2 Supporting documentation/receipts as required by the contract to support actual additional pay items (i.e., tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report or other form as directed by the CO. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C7.1.3 Aircraft Use Reports or other form as directed by the CO are to be submitted every two weeks or upon conclusion of a project, if less than two weeks duration.

C7.1.4 For agreements without pilot, the Government pilot will record use data on the Aircraft Use Report, AMD-23E Form and submit to the Contractor for signature and approval. The completed forms will be electronically scanned and sent to Government per C7.1.1

C7.1.5 Enter each payment line item on the aircraft use report form individually by date. Do not lump items together. (For example: A Contractor is claiming three days of per-diem. Do not enter one line item for per-diem worth three days. Make three individual line entries claiming the appropriate per-diem rate).

C7.1.6 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission or other form as directed by the CO.

**C7.2 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (APR 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

**Note:** Government Purchase Cards are not an authorized form of payment under this agreement.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

* Documents required are Aircraft Use Reports (AMD-23E) or other form as directed by the CO documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
* Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.).
* Resource Order(s) for Fire Support Call Orders

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3–5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its quotes or quotation.

# GENERAL CONTRACT TERMS AND CONDITIONS

## **C8 Orders for Service**

**Orders placed against this agreement shall not exceed the simplified acquisition threshold per order**. See Federal Acquisition Regulations (FAR) for current threshold amount (See FAR 2.101).

C8.1 All orders are subject to the terms and conditions of this agreement. In the event of conflict between an order and the agreement, the agreement shall control.

C8.2 The Government does not guarantee the placement of any orders for service under this BPA and the Contractor is not obligated to accept any orders. The Government is obligated only to the extent of authorized purchases actually made under the BPA. However, once the Contractor accepts an order from an authorized Interior Business Center (IBC), Acquisition Services Directorate (AQD) Contracting Officer, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

C8.3 Awardees will be given fair opportunity to be considered for orders placed under this agreement. Price is a mandatory consideration when placing orders for service, a trade-off to justify a higher price can be used when considering other factors such as location (response time), past performance, aircraft capability and experience.

C8.4 Any services to be furnished under this agreement shall be by issuance of an order placed by the Contracting Officer, or Ordering Officer as delegated in writing by contract modification.

C8.5 Fire and Non-Fire Emergencies

C8.5.1 Order requests for Fire and Non-Fire Emergency services may only be placed by offices authorized to place orders as defined herein. The Government utilizes an ordering

protocol for fire and non-fire emergencies. Fire and other non-fire emergency incidents will normally be placed by an ordering official within a Federal Government Dispatch Office by issuing a Resource Order. A Resource Order may be received from any of the following, but generally begins first with a:

1) Local federal dispatch office, Incident Commanders, or

individuals with dispatch authority

2) Geographic Area Coordination Center (GACC)

3) National Interagency Coordination Center (NICC) located in Boise, Idaho.

4) The Contracting Officer

**NOTE: Contractors are responsible for registering in the Interagency Resource Ordering Capability (IROC) system. Fire Dispatch Centers will access IROC to determine which contractors are available before issuing Resource Orders. For more information, see:** [**https://gacc.nifc.gov/nwcc/districts/COIDC/docs/IROCaccess.pdf**](https://gacc.nifc.gov/nwcc/districts/COIDC/docs/IROCaccess.pdf)**.**

C8.6 An order may be made orally or by email by the Contracting Officer and shall be followed up in writing via BPA Call (order) or modification, indicating a funding source and signed by a Contracting Officer.

C8.6.1 Vendors must notify the Contracting Officer within three (3) business days of receipt of an oral order from any of the above mentioned individuals besides the Contracting Officer.

C8.6.2 Orders accepted by the Contractor from a source not

identified herein, could result in a delay of payment or nonpayment of service.

**NOTE: Contractors performing work without the appropriate approval (order for service) do so at their own risk.**

C8.7 The point of hire shall be the Contractor’s operating base identified in the Schedule of Items or the location of the aircraft as identified by the Contractor at the time of order (whichever is closer).

C8.8 Aircraft furnished shall be subject to the exclusive use and control of the Government throughout the ordered period of use. The date and time of hire and time of release shall be recorded on the aircraft use report form.

## **C9 Order Cancellations**

C9.1 Services ordered under this agreement are subject to termination by either party upon 24-hour notice, prior to commencement of work, unless a longer period is agreed upon in writing. The cancellation may be verbal, but must be confirmed in writing immediately with the Contracting Officer and the Contractor. Cancellations shall indicate the applicable order number. Cancellation notices received not later than 24 hours prior to the established reporting date and hour shall be at no cost to either party.

C9.2 Government cancellations that occur less than 24 hours prior to the date and hour set for reporting for services shall be paid in accordance with the following:

* One hour of flight time at the specified contract flight rate, unless otherwise agreed to by the contractor.

C9.3 Claims for cancellation charges shall be submitted by the Contractor to the Contracting Officer for written concurrence, along with a copy of the cancellation notice.

C9.4 Contractor costs associated with project cancellations or postponements that are not Government fault or cause (i.e. unusually severe weather or weather ceilings, etc.) shall not be borne by the Government.

C9.5 Contractor cancellations that occur less than 24 hours prior to the date and hour set for reporting shall be paid in accordance with the following:

* The **CO** may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform

## C10 Contractor Personnel Security Requirements

C10.1 It has been determined that Contractor personnel utilized in the support of this agreement will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C10.2 Contractor employees utilized in support of this contract will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during ARA performance when accessing a federally controlled facility. The Government user is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

## C11 Reserved

## C12 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance in accordance with DIAR 1452.228- 71.

C12.1 Property and Personal Damage

C12.1.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C12.1.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault, negligence or equipment failure. The term "third parties" is construed to include employees of the Government.

C12.1.3 The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR 298. The parties named insured under the policy or policies shall be the Contractor and The United States of America.

C12.1.4 The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

C12.1.5 Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

C12.1.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one (1) copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

## C12.2 DIAR 1452.228-71 Aircraft and General Public Liability Insurance (Mar 1989)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, aircraft liability and general public liability insurance with limits of liability for:

 (1) Bodily injury to or death of aircraft passengers of not less than $75,000 for any one passenger and a limit for each occurrence in any one aircraft of at least an amount equal to the sum produced by multiplying $75,000 by 75 percent of the total number of passenger seats installed in the aircraft;

 (2) Bodily injury to or death of persons (excluding passengers) of not less than $75,000 for any one person in any one occurrence and $300,000 for occurrence; and

 (3) Property damage of not less than $100,000 for each occurrence; or

 (4) a single limit of liability for each occurrence equal to or greater than the combined required minimums set forth in paragraphs (a)(1) through (3) of this clause.

(b) The Contractor also agrees to maintain worker's compensation and other legally required insurance with respect to the Contractor's own employees and agents.

## C12.3 DIAR 1452.228-72 Liability for Loss or Damage–Department of the Interior (Apr 1984)

(*Applicable when aircraft is rented without Contractor pilot and flown by a Government furnished pilot*)

(a) The Contractor shall indemnify and hold the Government harmless from any and all loss or damage to the aircraft furnished under this contract except as provided in paragraph (d) of this clause. For the purpose of fulfilling its obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extensions thereof, full insurance acceptable to the Contracting Officer. The Contractor's insurance coverage shall apply to pilots furnished by the Government who operate the aircraft. The contractor may request a list of Government pilots by name and qualification who are potential pilots.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

(c) Each policy or certificate evidencing the insurance shall contain an endorsement which provides that the insurance company will notify the Contracting Officer 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate which adversely affects the interests of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the contracting office, the policy, and the insured.

(d) If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Contractor for the deductible stipulated in the insurance coverage (if any) as follows:

 (1) In-Motion Accidents - Up to 5 percent of the current insured value of the aircraft stated in the policy, or $10,000, whichever is less.

 (2) Not In-Motion Accidents - Up to $250 per accident. Such reimbursement shall not be made, however, for loss or damage to the aircraft resulting from:

 (i) Normal wear and tear,

(ii) Negligence or fault in maintenance of the aircraft by the Contractor, or

(iii) A defect in construction of the aircraft or a component thereof.

(e) If damage to the aircraft is established to be the fault of the Government, rental payments to the Contractor during the repair period will be made as set forth elsewhere in this contract. The Government may, at its option, make necessary repairs or return the aircraft to the Contractor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Contractor thereafter.

(f) Any failure to agree as to the responsibility of the Government or the Contractor under this clause shall, after a final finding and determination by the Contracting Officer, be considered a dispute within the meaning of the “Disputes” clause of this contract.

## C13 Onboarding Procedures

C13.3.1 Consistent with FAR 13.303-6(b), the Contracting Officer has determined it is in the Government’s best interest that at all times during the term of the BPA, there remain an adequate number of vendors eligible to compete for Orders. Over time, the total number of vendors may fluctuate due to various reasons including industry consolidation, changes in the marketplace, general economic conditions, cancellation of ARAs, or other reasons. Recognizing this, DOI intends to periodically review the total number of vendors participating in the Aircraft Rental Agreement and determine whether it would be in the Government’s best interest to add new vendors.

C13.3.2 The Government reserves the right of onboarding (adding) additional small business, Blanket Purchase Agreement holders. Onboarding procedures may be implemented at any time over the life of the agreement by utilizing the same basis of award established in the original solicitation (140D8022R0009). Bureau customers will initiate the need for additional agreement holders by contacting the Administrative Contracting Officer (ACO) and submitting an AQD-20 Request for New Aviation Services. The ACO will then assess the need for additional support or whether current BPA holders can satisfy the need. Should additional support be required, the ACO will issue a Letter(s) of Intent to prospective vendor(s) requesting quotes and complete an evaluation. Blanket Purchase Agreements awarded through these Onboarding Procedures will include the same terms and conditions as those in the basic agreement. The overall period of performance of the BPA will be not be revised as a result of implementation of the Onboarding procedure.

## C14 Reserved

## C15 Prework Meeting

A prework meeting may be held between the Government and the Contractor along with their primary crew members and may be conducted via a telephone conference. The meeting may include, but is not limited to review of: (1) the ARA BPA in detail; (2) the operational procedures and (3) the administrative procedures. This meeting is administrative in nature and is not intended for technical inspection purposes.

## C16 Authorities and Delegations

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) Government users are not authorized to perform, formally or informally, any of the following actions:

 (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

 (2) Waive or agree to modification of the delivery schedule;

 (3) Make any final decision on any contract matter subject to the Disputes Clause;

 (4) Terminate, for any reason, the Contractor’s right to proceed;

 (5) Obligate in any way, the payment of money by the Government.

(c) The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible; when a Government user has taken an action or has issued direction (written or oral) that the Contractor considers to exceed their authority, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (b) prior to receipt of the Contracting Officer’s response issued under paragraph (d) of this clause.

(d) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (c) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

**C16.1 Contracting Officer's Technical Representative (COTR)**

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections. The COTRs for this contract are:

Western Regional Office

DOI – Office of Aviation Services (OAS)

300 E. Mallard Dr., Ste. 200

Boise, ID 83706-3991

Phone: 208-334-9310

OR

Eastern Regional Office

DOI – Office of Aviation Services (OAS)

3190 NE Expressway, Suite 250

Atlanta, GA 30341-5302

Phone: 770-458-7474

**C16.2 Fixed Wing Flight Manage**r

For purposes of this contract, an Fixed Wing Flight Manager/ Project Manager is the authorized on-site Government representative responsible for the implementation of work to be done under individual orders. The Manager is assigned the duties identified below but has no acquisition authority and cannot negotiate with the Contractor or change any terms and conditions of the contract, including price(s).

C16.2.1 Direct the specific flight requirements as required to

support an incident/project.

C16.2.2 Conduct pre-use inspection in accordance with Government established protocol. (If a pre-use inspection reveals equipment problems the Manager will contact the appropriate OAS Regional Office and consult with an OAS technical specialist).

C16.2.3 Monitor services provided under the contract for conformance with contract requirements.

C16.2.4 Initiate and sign correspondence and other contract administrative documents under the title of Fixed Wing Flight Manager.

C16.2.5 Ensure aircraft availability, flight time, standby, and other payable items and applicable charge code information is accurately recorded on prescribed forms or input into a designated electronic flight recording system.

C16.2.6 Approve breaks during daily operations.

C16.2.7 Suspend operations for safety concerns or nonconformance of the contract. The COTR and CO shall be notified for all suspended operations.

C16.2.8 Complete an Evaluation Report on Contractor Performance using the CO prescribed form (CO will provide when orders are issued) upon release of the aircraft and submit to the CO at the conclusion of the assignment.

**C16.3 The OAS Aviation Safety Manager**

The OAS Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley

DOI – Office of Aviation Services (OAS)

300 E. Mallard Dr., Ste 200

Phone: 208-433-5071

Fax: 208-433-5007

# ADMINISTRATIVE MATTERS

## C17 Safety and Accident Prevention

C17.1 The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C17.2 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C17.2.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Service Difficulty Reports (SDR) and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

## C18 Safety Management System (SMS)

C18.1 The Contractor must have and maintain a Safety Management System (SMS) Plan for its organization.

C18.2 The Contractor must submit within 30 days after contract award an electronic copy of its SMS Questionnaire (Exhibit 4) and SMS Plan (Manual) to the Contracting Officer (CO) and Aviation Safety Manager (ASM). The Contractor’s SMS Plan should include implemented practices vice a generic ready-made plan that was purchased and never implemented.

C18.3 The Contractor is required to provide specific responses with examples (evidence) of implemented practices to the SMS Questionnaire (see Exhibit 4). Submission of the entire Operations Manual as a sole means of satisfying all of the criteria is not acceptable. Provide documentation of the written description of policies, processes, procedures, objectives, requirements, authorities, responsibilities, or work instructions to demonstrate the SMS elements specified and provide the SMS exhibit reference number to which the evidence is intended to satisfy. Additionally, provide copies of records as the evidence of results achieved or activities performed.

C18.3.1 Flight Time, Accidents, and FAA Violations

C18.3.1.1 The Contractor is required to submit the total number of flight hours during the last five years. **Five-year period for this solicitation is: 10/1/2017 - 9/30/2022.** Flight hours must be separated by year and category: fixed-wing, rotary-wing, and uncrewed aircraft system (UAS). Include any accidents or incidents as determined by the NTSB that met the “substantial damage” criteria as defined within 49 CFR 830.2. If the accident was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB. Additionally, all FAA violations incurred during the same five-year period must be submitted.

C18.3.1.2. If the Contractor had an accident in the last five years (identified in C18.3.1.1), provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

C18.4 The Contractor shall submit electronic updates and/or revisions of their SMS Plan to the CO and ASM throughout the life of this contract within 30 days of the revision/update.

C18.5 Contractor employees working under this contract must be familiar with the Contractor’s SMS Plan and be in compliance with its requirements.

C18.6 The government may at any time conduct reviews with the Contractor’s employees performing on this contract to determine their familiarity with the Contractor’s SMS Plan. The Contractor’s adherence to their SMS and the standards within Exhibit 4 may be reviewed during an on-site assurance review and documented in CPARS.

C18.7 Additional information on SMS can be found at

* FAA Advisory Circular 120-92B:

<https://www.faa.gov/regulations_policies/advisory_circulars/>

* FAA initiatives:

<https://www.faa.gov/about/initiatives/sms/>

* International Standard for Business Aircraft Operations (IS-BAO): <https://nbaa.org/flight-department-administration/sms/>

## C19 Mishaps

C19.1 Following a mishap, and based on an investigation by the Agency Investigator In Charge (IIC), Bureau representative, and the CO, the Government will determine whether the Contractor was in compliance with contract terms and conditions or with the Federal Aviation Regulations applicable to the Contractor's operations, policies, procedures, practices, or programs, or whether there was negligence on the part of the Contractor’s officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the agency IIC, ASM, and CO during the evaluation.

**C19.2 Mishap Definitions.** As used throughout this contract, the following terms will have the meanings set forth below.

C19.2.1 The following terms are as defined in 49 CFR Part 830:

* Aircraft Accident
* Fatal Injury
* Incident
* Operator
* Serious Injury
* Substantial Damage

C19.2.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C19.2.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C19.2.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C19.2.5 Maintenance Deficiency. An equipment defect or failure which affects, or could affect, the safety of operations or that causes an interruption to the services being performed.

C19.2.6 Mishap – Aviation Mishap. Mishaps include aircraft accidents, incidents with potential, aircraft incidents, aviation hazards, and aircraft maintenance deficiencies.

C19.2.7 SAFECOM (<https://www.safecom.gov/>). An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance, which has the potential to cause an aviation-related mishap. A SAFECOM’s sole purpose is for mishap prevention. (Form OAS-34 or FS 5700-14).

**C19.3 Mishap Reporting.**

C19.3.1 For “Aircraft Accident” or NTSB reportable “Incident”, the Contractor must immediately, and by the most expeditious means available, notify the NTSB, CO, and OAS ASM.

C19.3.2 For any mishap involving damage or injury, or overdue aircraft suspected of having an accident, the Contractor must immediately, and by the most expeditious means available, notify the OAS by calling 1-888-4MISHAP.

C19.3.3 In an effort to prevent future mishaps, the Contractor must report aviation hazards and maintenance deficiencies.

C19.3.4 The toll-free 24-hour Aircraft Accident Reporting Hot Line number is:

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

**C19.4 Mishap Investigations.** It is the Department of the Interior’s responsibility to investigate Interior aircraft mishaps using one of the following investigation procedures.

C19.4.1 On-site investigations will be conducted whenever possible for all aircraft accidents and selected incidents with potential.

C19.4.2 Limited investigations will be conducted for selected incidents with potential. A limited investigation will not normally include a visit to the incident site.

C19.4.3 Administrative investigations will be conducted for reports of conditions, observances, acts, maintenance problems, or circumstances, which may have the potential to cause an aircraft mishap.

C19.4.4 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C19.4.5 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

**C19.5 Forms Submission.**

C19.5.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the OAS ASM with information necessary to complete a NTSB Form 6120.1 “Pilot/Operator Aircraft Accident Report”.

C19.5.2 The Contractor must submit a SAFECOM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. The SAFECOM submission instructions are available at: <https://www.safecom.gov>.

The submission of an NTSB Form 6120.1 does not replace the Contractor's responsibility to submit a SAFECOM.

**C19.6 Pilot Suspension.** See Suspension of Pilot in C20.2.

**C19.7 Preservation Requirements.** The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the OAS ASM, NTSB and the CO before taking such actions.

C19.7.1 The NTSB's release of the wreckage does not constitute a release by the CO and the agency Investigator In Charge (IIC).

**C19.8 Costs Related to Investigation.** The NTSB or agency will determine their individual agency’s investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

**C19.9 Rescue and Salvage Responsibilities.** The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

## C20 Personnel Conduct

**C20.1 Replacement of Contractor Personnel.**

C20.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager’s rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The Government bureau will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C20.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C20.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

**C20.2 Suspension of Pilot**

C20.2.1 Upon receipt of any information that indicates a safety concern or notification of a reportable incident as defined within 49 CFR 830.5, the Government (carding authority) **may** suspend the pilot from their duties and from any other activity authorized under the Interagency Pilot Qualification card(s), dependent upon any findings during the course of the investigation.

C20.2.2 Upon involvement in an Aircraft Accident, a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s). Their return to service is dependent upon any findings during the course of the investigation.

C20.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), dependent upon any findings during the course of the investigation.

C20.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. A pilot’s suspension will continue until the carding authority determines that no further suspension is required. The Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency if the investigation fails to support a pilot’s return to service.

## C21 Agreement Period

C21.1 The Blanket Purchase Agreement period for each contractor shall be from date of award to **December 31, 2027** or until superseded by a new agreement or canceled by either party in writing.

C21.2 The Government will conduct an annual review of established ARAs to ensure authorized procedures are being followed, determine actual need of any one ARA, and determine if any necessary updates are required. Any ARA which had no over the preceding year may be canceled at the Government’s option.

## C22 Economic Price Adjustment - Fuel

C22.1 The Contractor may request, in writing, an hourly flight rate adjustment as set forth herein to reflect increases and decreases in the cost of commercial aviation fuel. This request may be made annually, on the anniversary of contract award.

C22.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C22.3 The CO may conduct a fuel survey of the fuel source locations identified in Section A each year, on the anniversary of the contract award date and/or upon written request from a vendor.

C22.4 Prices for fuel will be obtained from <http://www.airnav.com/fuel> and are the full service (FS) no additives prices, quoted as guaranteed or current within seven days of the adjustment dates identified above. Any price not identified as guaranteed or is not current within seven days will be obtained by direct contact with the fuel source location.

C22.5 Base Price. This contract is for on-call flight services at various locations throughout the United States. Therefore, the base price is the **average** com­mercial price obtained by the Government for the specific fuel type at the specified Fuel Source Locations identified in Section A, Requirements and Prices.

C22.6 Reference Price. The reference price will be the average of commercial fuel prices in effect at the time of economic price adjustment. The reference price will be obtained by contacting the same sources used to establish the base price. The reference price will become the base price for remaining period of performance or until an additional adjustment becomes necessary.

C22.7 Flight Rate Adjustment. Adjustment to the hourly flight rate is the difference between the Reference Price and the Base Price multiplied by the hourly fuel consumption rate for the type of aircraft involved as shown in the Airplane: Approximate "Recommended Cruise" Fuel Consumption Rates Chart in Exhibit 3. Amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C22.8 The hourly flight rate will be adjusted upward by the CO in a bilateral contract modification, whenever the CO confirms the Reference Price is more than 10 percent higher than the Base Price at the Fuel Source Location identified in the Fuel Adjustment Table in Section A.

C22.9 The hourly flight rate will be adjusted downward by the CO in a bilateral contract modification, whenever the CO confirms that the contract Base Price is more than 10 percent lower than the current Commercial Fuel Price at the Fuel Source Locations identified in the Fuel Adjustment Table in Section A.

C22.10 All flight hour adjustments will be made in Aviation Information Reporting Support (AIRS) based upon the effective date stated in the modification.

# AVAILABILITY REQUIREMENTS

## C23 Availability Requirements

During the period of hire and any extension, the Contractor must be in compliance with all ARA requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Govern­ment. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14-hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the ARA.

## C24 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government.

C24.1 Reaction Time. (Applicable for missions under 24 hours). Personnel on scheduled standby must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C24.2 Release From Duty. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day provided the authorized Government representative has approved in advance release of the Contractor's personnel.

# MEASUREMENT AND PAYMENT

## C25 Measurements for Payment

For fixed-wing aircraft, measurement of flight time will be from take-off roll until the aircraft returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

## C26 Payments (Flight Time, Standby, Guarantee, & Co-pilot)

C26.1 **Flight Time.** The Government will pay for all flights ordered by the CO or the designated Government representative and flown by the Contractor at the rates set forth in Section A (See AQD-10). The Government does not guarantee any minimum or maximum number of flight hours under this agreement.

C26.1.2 The Government will pay for mobilization and demobilization (ferry time) by the Contractor once order is placed and contractor accepts the order. The contractor will be paid flight time to and from the contractor’s aircraft Base of Operations as specified on their AQD-10 or the location of the aircraft at the time of hire, whichever is in the best interest of the Government.

C26.1.3 Flights Associated with Inspections. Flight time associated with the DOI Office of Aviation Services (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C26.1.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C26.2 **Standby.** Applicable for missions under 24 hours (per diem is not applicable). The Government will pay for standby whenever the pilot is held in a ready status when properly invoiced and reported on the Aircraft Use Report Form, at the agreed rates stipulated on the AQD-10 Airplane Rental Agreement Price List.

C26.2.1 The Contractor may offer more favorable standby terms prior to performance under a BPA call (order) with Contracting Officer approval on a case-by-case basis.

C26.2.2 Standby will not be earned for stops involving passenger exchange, cargo loading/unloading, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.

C26.2.3 When prolonged standby is anticipated, the government traveler may release the Contractor, upon the Contractor's request, to utilize the aircraft for their own purposes, provided the Contractor returns the aircraft one hour in advance of the departure time specified by the Government traveler. No standby charge shall accrue if this option is chosen, and no ferry time will be earned while the Contractor is operating the aircraft for their own purposes.

C26.3 **Extended Standby.** Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine (9) hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C26.3.1 Extended standby shall be measured and recorded in 30 minute intervals, rounded up to the next half hour not to exceed each crew member's duty limitations specified under Section B when ordered services are provided in excess of the first nine (9) hours of service each day. Payment for extended standby will be made at the prices set forth in Section A, and as measured above.

C26.4 **Guarantee.** Applicable for missions over 24 hours (per diem is applicable). When the Contractor (or Contractor’s aircraft for without pilot rate) is required to remain overnight away from the Contractor’s aircraft base of operations identified in Section A, payment is made for ***the greater of***:

1) Actual flight time (including ferry time to and from the

project location) flown OR

2) A Guarantee of 3 flight/ferry hours per day, ***averaged*** over

the period of hire. Guarantee is determined by multiplying the

number of days of ordered service by the daily flight hour

guarantee (3 hours).

**Example 1:**

Day 1: 1 hour Ferry Time + 1 hour Project (Flight) Time

Day 2: 1 hour Project (Flight) Time + 1 Hour Ferry Time

*Result: Vendor can bill 4 hours of Flight Time plus 2 hours of Guarantee Time (GT).*

**Example 2:**

Day 1: 1 hours Ferry Time + 4 hours Project (Flight) Time

Day 2: 1 hour Project (Flight) Time + 1 hour Ferry Time

*Result: Vendor bills for actual flight time ONLY (7 hours) and*

*cannot bill for any GT, despite only working 2 hours on Day 2,*

*since 3 hours / day ON AVERAGE were flown.*

C26.4.1 Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release.

C26.4.2 Whenever service is unavailable due to contractor’s fault, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed the daily guarantee.

C26.4.3 Guaranteed flight hours due will be billed upon **conclusion** of the project. A one-line entry should be included on the invoice/Aircraft Use Report Form, showing the flight time due with (GT, GTD or GTN) used as the Pay Item Code. Payment for the guarantee due will be made at the flight rate specified in Section A.

**NOTE:** **It is the Contractor’s responsibility to calculate and claim guarantee due if any on the use report(s) and submitting via the DOI electronic invoice/use report system as stated in Section C7. It is not the Government’s responsibility to ensure Contractors are claiming Guarantee due if any.**

C26.5 **Co-Pilot.** When a co-pilot is requested for Service under this agreement, the co-pilot will be paid at the hourly rate set forth on the AQD-10 for actual flight time performed.

## C27 Relief Crew Reimbursement When Operating Away From the Contractor’s Base of Operation.

C27.1 **Relief Crew members.** A relief crew is not required. However, if requested by the Government and furnished by the Contractor, relief crewmember’s reasonable cost of transportation to the work site will be paid by the Government. The complement must be the same as required in Section A.

C27.2 Costs are limited to the actual expense involved in transporting crewmembers.

C27.2.1 Examples of acceptable expenses are airline tickets; rental cars; privately owned vehicle (automobile) at the government FTR rate (currently 63 cents); Contractor aircraft at the government FTR rate (currently $1.81 per statute mile), (see <http://www.gsa.gov/portal/content/100715> for current Federal Travel Regulation rates), and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Rental cars are limited to a compact vehicle as the standard size for reimbursement, unless the Contracting Officer or Fixed Wing Flight Manager/ Government Representative described in Section C16.2 preapproves a larger vehicle to meet mission requirements. If the larger vehicle is not approved in advance of the charge, reimbursement will be limited to the rate for a compact vehicle. Unless authorized in advance by the CO or authorized Government representative, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C27.3 Claims for relief crew transportation expenses shall be supported by itemized invoices. The invoice shall include date and location of the relief exchange and the itemized costs of relief transportation. The Contractor must submit the supporting transportation invoices and receipts with the Aircraft Use Report, Form AMD-23, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

## C28 Fuel Supply Expense

C28.1 The Contractor is responsible for the cost of all fuel required to perform under this agreement, unless dry rate (Government provides fuel) is requested by the Contracting Officer or designated representative at time of ordering.

C28.2 If Government furnished fuel is provided, payments to the Contractor will be reduced by computing the gallons provided times the fuel rate provided in Exhibit 3.

## C29 Reimbursable Pay Items (See Section A)

Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by in­voice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C29.1 **Subsistence Allowance.** A claim for a subsistence allow­ance (lodging and/or meals) may be made for each authorized crewmember’s overnight stay, including mandatory days off, when assigned to a base away from the contractor's aircraft base of operations subject to the following:

C29.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C29.1.2 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging that exceeds the applicable FTR standard or high rates.

**NOTE:** **Any invoice that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to re-submit at the appropriate FTR specified rate**.

C29.1.3 No lodging receipts are required to support the subsistence claim as vendors will only be reimbursed the JTR/FTR rate at the applicable location. In accordance with FAR 52.212-4 Alt 1, vendors must make any records associated with travel in support of the services required under this contract, available to the Government upon request.

C29.1.4 If the Contractor does not use Govern­ment provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C29.1.5 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C29.1.6 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR can be found at the following site:

For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/100120>

C29.2 **Transportation Allowance.** If transportation accommodations are not provided by the Government, the Contractor will be reimbursed for rentals cars or privately owned vehicles (POVs) used for local transportation to and from lodging facilities. POVs will be reimbursed at the Government mileage rate (See <http://www.gsa.gov> for current Government rate). Rental cars are limited to a compact vehicle as the standard size for reimbursement, unless the Contracting Officer or Fixed Wing Flight Manager/Government Representative described in Section C16.2 preapproves a larger vehicle to meet mission requirements. If the larger vehicle is not approved in advance of the charge, reimbursement will be limited to the rate for a compact vehicle.

C29.3 **Miscellaneous Allowance.** The Government will reimburse the Contractor for airport use fees such as landing fees, hangar fees, and tie charges that the Contractor is required to pay. The Contractor must support any cost exceeding the amount designated in the Federal Travel Regulations (FTR), currently at $75.00, with an itemized, paid invoice.

## C30 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

# EXHIBITS

The following exhibits are enclosed and made part of this agreement:

Section C

Exhibit 1 Unacceptable Lap Belt and Shoulder Harness Conditions

Exhibit 2 First Aid Kit and Survival Kit

Exhibit 3 Airplane: Approximate "Recommended Cruise" Fuel Consumption Rates

Exhibit 4 Safety Management System (SMS) Flight Time, Accident History, and FAA Violation Questionnaire

Exhibit 5 Alaska Supplement – Fixed Wing

Exhibit 6 Department of Labor Wage Determination Information

Exhibit 7 AQD-10, Airplane Rental Agreement Price List

(End of Section)

**EXHIBIT 1**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

|  |  |
| --- | --- |
| **Item** | **Unacceptable Conditions** |
| Webbing | 1. Frayed: 5 percent or more
2. Torn
3. Crushed
4. Swelling: twice the thickness of original web or if difficult to operate through hardware
5. Creased: no structural damage allowed
6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
 |
| Hardware | 1. Inoperable buckle or other hardware
2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged
3. Fabricated bushings or tie wraps used as bushings
4. Rust/corrosion: only minor surface rust/corrosion allowed
5. Wear: wear beyond normal use
6. Use of any devices such as tie-wraps, safety wire, clamps etc., to attach shoulder harness buckles to lap belts buckles.
 |
| Stitches | 1. Broken or missing
2. Severe fading or discoloring
3. Inconsistent pattern
 |
| TSO Tags (see 14 CFR 21.607) | 1. Missing
2. Illegible
 |
| Age | Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition. |

**EXHIBIT 2**

**FIRST AID AND SURVIVAL KITS**

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are included below for flight activities conducted in Canada and Alaska.

|  |
| --- |
| **Minimum First Aid Kit Items (includes Alaska)**Each kit must be in a dust-proof and moisture-proof container.The kit must be readily accessible to the pilot and passengers. Passenger Seats Passenger SeatsItem 0-9 10-50Adhesive bandage strips, (3 inches long) 8 16Antiseptic or alcohol wipes (packets) 10 20Bandage compresses, 4 inches (aka “field dressing”) 4 8Triangular bandage, 40 inches (sling) 2 4Roller bandage, 4 inches x 5 yards (gauze) 2 4Adhesive tape, 1 inch x 5 yards (standard roll) 1 2Bandage scissors 1 1Body fluids barrier kit: 1 1 2 pair nitrile or nonlatex surgical gloves 1 face shield  1 mouth-to-mouth barrier 1 protective gown 2 antiseptic towelettes 1 biohazard disposable bag**NOTE**: Splints are recommended if space permits. |
| **Minimum Aircraft Survival Kit Items**• Fire starter (can be two boxes of matches in waterproof containers, “metal match” etc.)• Magnesium fire starter• Signal mirror• Whistle• One knife (includes “multi-tools” with knives)• Wire saw, axe, hatchet, or machete• Nylon rope or parachute cord (50 feet, minimum 1/8 inch [3mm] thick)• Collapsible water container (Sealing clear plastic bag(s))• Water purification tablets• Water (one quart per occupant required except when operating over areas without adequate drinking water)• Food (2 days emergency rations per occupant, with a caloric value of 1,000 calories per day |
| **Alaska Specific**Rations for each occupant to sustain life for one weekOne Axe or hatchet An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.One mosquito head net for each occupantMosquito repellant containing minimum 40% DEETLaser rescue lightSignal flares (6 each) (non-marine signal flares)Two small signaling devices such as colored smoke bombs, railroad fusees, or Very pistol shells, in sealed metal containers;Personal Locator Beacon (PLB) **Note:** Required only if aircraft ELT requires tools to be removed.**October 15 to April 1**Pair of snowshoes (1)One sleeping bag (1)Wool blanket or equivalent for each occupant over 4 years of age (1)See the following ALSE link for other recommended survival kit items.<https://www.doi.gov/sites/doi.gov/files/uploads/interagency_alse_handbook_v2.8.pdf> |

**EXHIBIT 3**

**Airplane: Approximate "Recommended Cruise" Fuel Consumption Rates**

**AIRCRAFT GAL/HOUR**

AIR TRACTOR

AT-802-65 82T

AT-802-67 86T

AT-802-67F…………………………….90T

AT-802-331 80T

BEECH

Baron 55/58 29

Baron 58P 35

18/45 35

King Air 90 (Series) 70T

King Air 100 80T

King Air 200 93T

King Air 300 89T

Mentor T-34 14

Mini Liner 99 85T

Queenair 43

T-Bone B-50 45

Duke 38

Queenair 80 34

Bonanza 33/35/36 14

BELLANCA

Citabria/Scout 9

BOEING

727 1000T

DC-3T 150T

DC-3 .93

DC-9 ….700T

BOMBARDIER

CL-215 150

CL-215T 237T

CL-415 237T

BRITTEN-NORMAN

Islander 30

CESSNA

L-19 11

172 9

180 14

182 12

182RG 14

185 16

188 12

206/207 16

T206/207 18

210 16

T210 18

320 28

310 32

T310 34

337 24

T337 26

401 28

402 36

404 46

411 34

414 36

421 46

340 36

425 56T

441 52T

Citation I 140T

Citation II, III 160T

208 Caravan I 53T

**AIRCRAFT GAL/HOUR**

CASA

Aviocar 212 105T

CONSOLIDATED

Convair 580/600 338T

DE HAVILLAND

Beaver 30

DH-6 Twin Otter 82T

Beaver T 40T

DH-7 234T

DH-8 183T

DORNIER

DO-228 90T

EMBRAER

PW 115 (1600) .159T

FALCON

10 .175T

20 240T

50 300T

FAIRCHILD

Porter 44T

F-27 288T

SF 340 161T

GRUMMAN

S2F 75

Goose 50

Goose T 80T

Mohawk 180T

Albatross 160

G-I 288T

G-II 529T

G-III 370T

HELIO

Courier 20

Stallion . 44T

ISRAEL

1121/1123/1124. 190T

LOCKHEED

P-3/C-130/Electra 188 661T

Jetstar 374T

LEAR JET

25 220T

35/36 185T

55 200T

MAULE

M4-5 9

M7 13

**AIRCRAFT GAL/HOUR**

MITSUBISHI

MU-2 77T

MOONEY

Exec 10

NOMAD

22B/24A 53T

NORTH AMERICAN

AT-6 18

T-28 80

QUEST

Kodiak K100 47T

PILATUS

PC-12 ....77T

PIPER

Super Cub PA-18 9

Pawnee PA-25 13

Arrow PA-28R 10

Cherokee PA-28-140/161 8

Cherokee 6 PA-32 14

Aztec PA-23 27

Comanche PA-24 15

Navajo PA-31 32

Cheyenne PA-31T 77T

Cheyenne II PA-42T 74T

Aerostar 600/601/602P/700P 33

Cheyenne III PA-42T 110T

Chieftan PA-31-350 34

Lance PA-32-300 16

Seneca II/III PA-34 20

Mojave PA-31P 39

Malibu PA-46 15

PA-42-1000 400LS 75T

QUEST

Kodiak.................................................... 47T

ROCKWELL (Gulfstream)

680 40

500 34

690A/B 80T

Sabreliner 200T

560 …33

840 65T

900 55T

1000 57T

SWEARINGEN

Merlin II, III SA 226/7 78T

SHORT

Skyvan 85T

VOLPAR

TurboLiner 74T

VULCANAIR

P68C 20

P68TC 24

AP68TP 50T

“T” after the gallons indicated turbine fuel. Everything else is AVGAS.

**EXHIBIT 4**

**SAFETY MANAGEMENT SYSTEM (SMS), FLIGHT TIME, ACCIDENT HISTORY, AND FAA VIOLATION QUESTIONNAIRE**

The Department of the Interior aviation program views Safety Management Systems (SMS) (safety policy, safety risk management, safety assurance, and safety promotion) as a critical element for aviation operations and contract evaluation. This Exhibit, abbreviated to ‘SMS Questionnaire’, seeks to identify safe and effective aviation practices of a Contractor that include implemented policies and practices that support and demonstrate the use of SMS. Refer to Section C18, Safety Management System (SMS), for more information on Contractor SMS review and site visits. Responses to this SMS Questionnaire are due within 30 days after contract award.

The following resources may assist with the completion of the SMS Questionnaire:

* **SMS Questionnaire Supplement:** Explanations of References 1-33 in the SMS Questionnaire, examples of suggested evidence to provide, and common response errors. Located at: <https://www.doi.gov/aviation/library>
* **SMS Questionnaire Form**: An optional form that can be used to complete the SMS Questionnaire. Located at: <https://www.doi.gov/aviation/library>
* **FAA Advisory Circular AC120-92B**: Safety Management Systems for Aviation Service Providers. Located at: <https://www.faa.gov/regulations_policies/advisory_circulars/>
* **International Standard for Business Aircraft Operations (IS-BAO):** Established as a recommended code of (SMS) best practices. Located at: <https://nbaa.org/flight-department-administration/sms/>

Overview

The Contractor must provide sufficient evidence of implementation for References 1-33. **Include both evidence of implemented policies and records that indicate the SMS is functioning. Responses are evaluated based on the evidence provided and the results that were achieved from the activities that were performed.** Blank forms do not suffice as evidence of policy or records of practice and responses shall include the Exhibit Reference number (e.g., Reference 1, Reference 2).

Failure to provide documentation listed above is considered unacceptable and may result in additional requests for information to address deficiencies.

**Refer to FAA Advisory Circular AC120-92B and IS-BAO for additional SMS information.** For example, in the SMS Questionnaire, FAA Component 3-3 refers to the Safety Policy section (3-3) in AC120-92B. These references are intended to provide additional guidance to address the Safety Policy and Objectives in the Exhibit (Reference numbers 1-33).

Scalability

The basic SMS components (safety policy, safety risk management, safety assurance, and safety promotion) remain the same regardless of a Contractor’s size or complexity. The way in which organizations implement such components may be accomplished in a variety of ways but should be appropriate the Contractor’s operations. Per AC120-92B, the “…FAA expects each air carrier to develop an SMS that works for its unique operation.” For example, it will take fewer details to describe safety communication practices for a single-pilot Contractor than a Contractor with multiple employees working in different locations.

| Reference Number | FAA Component Number | IS-BAO Element | Safety Policy and Objectives |
| --- | --- | --- | --- |
| Key Safety Personnel and Commitment |
| 1 | 3-3 | 3.1.3.1 | Provide evidence that there is an appointed (named) safety manager that is responsible for the effective administration of the SMS.  |
| 2 | 3-3 | 7.1.1 | Provide evidence that the Contractor clearly defines key duties, authorities and accountabilities on their SMS functions. |
| 3 | 3-3 | 3.1.1.1 | Provide evidence of a strong organizational commitment and clear statement about the provision of necessary resources for the SMS. |
| Evidence for References 1-3 might consist of duty appointment letters, key safety personnel, duties, position descriptions, organizational structures, and policy that demonstrates that the accountable executive has identified or appointed the structure and key safety personnel and that they are actively involved in the SMS program. |
| Contractor Operations Manual |
| 4 | 3-3 | 6.1.1 | Provide evidence that Operations Manual contains a flight operations policy and aircraft maintenance policy. |
| 5 | 3-3 | 6.2.1 | Provide evidence of a distribution process that ensures the current version of the Operations Manual is available to appropriate personnel in all areas of operation.  |
| 6 | 3-3 | 6.1.1 | Provide evidence that the Operations Manual is approved by the appointed accountable executive. |
| 7 | 3-3 | 6.1.1 | Provide evidence that the Operations Manual is amended or revised as necessary to ensure that the information contained is current.  |
| Evidence for References 4-7 might include documented Operations Manual(s), revision and/or approval pages, SOPs, and procedures that describe how flight crews and maintenance personnel conduct flight and maintenance activities meet organizational expectations and objectives.Operations Manual contains internal instructions to employees and should not be confused with Operations Specifications (Ops Spec) as approved by the FAA. |
| Emergency Response Plan  |
| 8 | 3-3 | 3.1.4.1 | Provide evidence that the Contractor has an established emergency response plan to respond to an accident or emergency.  |
| 9 | 3-3 | 4.1.1 | Provide evidence that the Contractor has provided duties and training for those who have a role in the emergency response plan. |
| 10 | 3-3 | 4.3.3 | Provide evidence that the emergency response plan is exercised at a minimum of annually to evaluate effectiveness and that results are recorded. |
| Evidence for References 8-10 might consist of documented and implemented plan that the Contractor will follow in the event of an accident, incident or operational emergency to mitigate the effects, of these events. Provide training records on the plan, how it was exercised, and updated it based on recorded results of using or exercising the plan. |
| Safety Risk Management  |
| 11 | 3-4 | 3.2.1.1 | Provide evidence that the Contractor developed and maintains a formal process to identify **and** **track** hazards including risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations), Validation of Control (Controls effective). |
| 12 | 3-4 | 3.2.1.1 | Provide evidence that the Contractor has a hazard/threat reporting program. |
| 13 | 3-4 | 3.2.1.1 | Provide evidence that the Contractor has a policy to conduct operational risk assessment and or use a flight risk assessment tool, customized and appropriate for their operation.  |
| 14 | 3-4 | 3.1.2.1 | Provide evidence that there is a process to mitigate high scoring risk assessments or obtain and record approval of the Contractor’s management when it exceeds a predetermined level. |
| Evidence for References 11-14 should demonstrate the developed processes to understand the critical characteristics of the Contractor systems and operational environment and apply this knowledge to identify hazards, analyze and assess risk, and design risk controls. Process should include: system description and task analysis, hazard identification, safety risk analysis, safety risk assessment, and safety risk control and mitigation. Mitigation and control processes might include a hazard/threat safety reporting system, a flight risk assessment tool and a documented method to for management to approve risk assessments that reach a predetermined level. |
|  Safety Assurance  |
| 15 | 3-5 | 3.3.1.1  | Provide evidence that the Contractor has a policy or process to verify safety performance in reference to the Contractor’s performance indicators.  |
| 16 | 3-5 | 3.3.2 | Provide evidence that the Contractor maintains a process to identify risks associated with change to the Contractor’s structure or service (aircraft type, environment, organizational, or mission).  |
| 17 | 3-5 | 3.3.3 | Provide evidence that the Contractor has a system or policy to monitor and assess its SMS processes to maintain or continuously improve the overall effectiveness of the SMS. |
| Evidence for References 15-17 should show documented processes that establish benchmarks and safety measurement, identifying risks to organizational changes or new systems and the process of management of change, and how safety risk controls are effective.Examples may include: mishap rates, reporting rates, risk management trends, audit trends and risk mitigations. |
| Compliance Monitoring |
| 18 | 3-5 | 3.5 | Provide evidence that the Contractor has established the requirements for audits or assessments at determined intervals to ensure that their implemented SMS components, are being followed in daily operations. |
| 19 | 3-5 | 3.5  | Provide evidence of audits and their results. |
| 20 | 3-5 | 3.5 | Provide evidence of a policy or process to develop an action plan from the deficiencies identified in the audits. |
| Evidence for References 18-20 should demonstrate that the organization has a process to perform regularly scheduled audits, internal or externally conducted, that they are documented, and that audit findings are analyzed and included in an action plan. |
|  Safety Promotion |
| 21 | 3-6 | 3.4 | Provide evidence that the Contractor established and maintains a formal means for internal safety communication that promotes the SMS and conveys safety-critical information such as safety bulletins or lessons learned. |
| 22 | 3-6 | 3.4 | Provide evidence of lessons learned developed from an incident, accident, or operational issue affecting safety, and shared with the Contractor personnel. |
| 23 | N/A | N/A | Provide evidence of a Safety Award system in place and in practice. |
| Evidence for References 21-23 should include a documented process to communicate safety critical outputs of the SMS, rationale behind controls, preventative or corrective actions, and ensure company awareness of the SMS objective to its employees. Items may include lessons learned, impact and safety awards and other programs to provide safety promotion. |
| Training Programs |
| 24 | 3-6 | 8.1 | Provide evidence that the Contractor has a training program (FAA and internal) that ensures personnel are trained and competent to perform their assigned duties including ground crews and air crews. |
| 25 | 3-6 | 3.4.1 | Provide evidence that there is a documented training plan for initial **and** recurrent SMS training. |
| Evidence for References 24-25 should consist of documented process and or controls to ensure employees are trained and competent to perform their assigned duties. Training programs should ensure that each employee is trained on the SMS program and their responsibilities (e.g., a completed training plan). |
| Air Crew Member Qualifications  |
| 26 | 3-3 | 8.5 | Provide evidence that the Contractor has a program to establish and maintain air crew member records for required certificates, medical category, required training, and proficiency checks. |
| Evidence for Reference 26 should show a process to ensure that crew members and other personnel are current on their required certificates, medical exams, training, and proficiency checks. |
| Maintenance Personnel Qualifications |
| 27 | 3-3 | 15.1 | Provide evidence of a process to ensure that the Contractor aircraft maintenance/servicing personnel are certificated by the FAA. |
| 28 | 3-3 | 15.2.3 | Provide evidence of a process that ensures maintenance personnel are trained and approved by the Contractor to conduct specific maintenance. |
| Evidence for References 27-28 should show a process to ensure that mechanics and other maintenance personnel are current on their required FAA certificates, training, and that they are trained to conduct specific maintenance. |
| Maintenance Control System |
| 29 | 3-3 | 15.1 | Provide evidence that the Contractor has a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted. |
| 30 | 3-3 | 15.1 | Provide evidence that the Contractor Operations Manual includes procedures to obtain and qualify aircraft maintenance services when away from home base to ensure service is performed by qualified personnel. |
| Evidence for References 29-30 should document a process on how the Contractor will conduct maintenance, manage aircraft records, preventative/deferred maintenance, discrepancy management, technical dispatch, parts inventory and ordering, material control, tool calibration, maintenance arrangements, and maintenance safety programs. |
| Flight Time, Accident History, and FAA Violations (during last five years: 10/1/2017-9/30/2022) |
| 31 | N/A | N/A | Total number of flight hours during last five years. Flight hours must be separated by year and category: fixed-wing, rotary-wing, and uncrewed aircraft system (UAS).  |
| 32 | N/A | N/A | Total number of accidents or incidents during last five years as determined by the NTSB that met the “substantial damage” criteria as defined within 49 CFR 830.2. If the accident was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB. |
| 33 | N/A | N/A | Total number of FAA violations (Civil Penalty) during last five years. If violations were reported, provide Case information. |
| Evidence for Reference 31 should show total hours for the specified time period, separated by year and aircraft category; Reference 32 should show total number of accidents/incidents, and if applicable, accident mishap prevention plan(s) should be included for each accident; Reference 33 should show total number of violations, and if applicable, information for each violation. |

**EXHIBIT 5**

**ALASKA SUPPLEMENT - Fixed Wing**

The following provisions shall apply when operating in Alaska.  All other provisions not expressly changed herein continue to apply.  The reference numbers below for additional requirements correspond to the contract provision(s) numbering.  This entire exhibit will only apply and be inspected for when operating in Alaska.

**B2 Certifications**

A Contractor from the lower 48 dispatched to Alaska needs to having Operations Specifications that permit Alaska operations.

**B6 Aircraft Additional Equipment for Operations in Alaska**

B6.5 Complete set of current aeronautical charts and navigation publications covering areas of operation within

Alaska and Canada when in transit.

B6.6 Personal Tents and sleeping bags for the aircraft’s crew for use in field camp environments.

**B18 Government Furnished Fuel – When Operating in Alaska**

B18.1.2.1 Grades of Government-furnished fuel vary from location to location, and the Contractor shall use the grade available.

B18.1.2.2 The appropriate type of fuel (Avgas or Jet fuel), in one of the following grades, will be available at each location:

|  |  |
| --- | --- |
| AVGAS  | JET FUEL  |
| 100  | Jet A  |
| 100LL  | Jet A-50  |
|   | Jet B  |
|   | JP-4 or JP-5 or JP-8  |

**SECTION C CONTRACT TERMS AND CONDITIONS**

Operations in Alaska will be scheduled by the Government and paid by the Government in accordance with the contract Availability Requirements and Measurement and Payment Requirements contained in the contract. Additionally, the following will apply.

**FAR 52.212-4 Contract Terms and Conditions – Commercial Items**

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

It is the Contractor’s responsibility to comply with the above, even though this agreement may not address every individual item that the Contractor may encounter during performance. As a minimum the Contractor should carry and maintain aircraft insurance for operations in Alaska as would be required and to obtain visas for employees as would be applicable if required to enter Canada.

**C12 Additional Aircraft Insurance.** The Contractor must have aircraft insurance coverage for operating in Alaska.

**C26 Flight Time**

C26.1.5 Ferry flights through Canada

C26.1.5.1 Northbound flight time thru Canada shall be paid at the wet flight rate until the first enroute stop is required for fuel.  The Contractor shall close out the OAS Aircraft Use Report (Form AMD-23E) at this time and enter fuel on board. (Contractor will be provided a credit for fuel on board, using the price per gallon contained in the contract.) The Contractor shall begin a new Form AMD-23E upon resuming flight through Canada. This flight time shall be at the dry flight rate specified in the schedule of items. The Contractor shall be reimbursed for fuel acquired upon submission of an itemized fuel receipt, that identifies the purchase location, type of fuel purchased, gallons purchased, price per gallon, and total cost. Conversion of Canadian currency to US currency shall be made at time of payment.

C26.1.5.2 Southbound flight time thru Canada shall be paid at the dry flight rate until the first enroute stop is required in the Conterminous Lower 48 States. The Contractor shall close out the invoice at this time, and enter total remaining Government fuel on board. (A deduction will be made for the remaining Government reimbursed fuel at this time.) The Contractor shall begin a new invoice line upon resuming flight thru the Conterminous Lower 48 States. The Contractor shall be paid the wet flight rate from this point until such time as they are released from service.

C26.1.5.3 Flight time in Alaska. Government furnished fuel will generally be provided for operations in Alaska. All flight time will be paid at the dry flight rate as specified in Section A.

C26.1.5.4 The cost of fuel purchased and provided by the Contractor in lieu of Government-furnished fuel while operating in Alaska will be reimbursed to the Contractor as provided below:

C26.1.5.5 The Contractor shall not charge any fuel acquired under this contract directly to the Government.  All fuel not otherwise furnished by the Government must be purchased by or charged to the Contractor. The purchase must be approved by the Contracting Officer. Fuel related costs shall be recorded as a line entry (i.e., date, fuel charge, dollar amount, and use-item code special charge [SC]), shall be used and shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.

C26.1.5.6 Government-furnished fuel utilized by the Contractor in support of maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will result in a deduction from the Contractor using the Contractor’s offered wet flight rate specified in Section A times the flight time for the Contractor’s benefit.

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

THE BELOW CONTRACT PROVISIONS **ARE NOT APPLICABLE** WHEN OPERATING IN ALASKA.

**B18 Fuel and Servicing Requirements –** except the Contractor is responsible for furnishing and transporting to the assigned work location any and all required lubricating oil, parts and supplies necessary to operate and service the aircraft.

**C22 Economic Price Adjustment** – Fuel

**C28 Fuel Supply Expense**

**EXHIBIT 6**

**WAGE DETERMINATION**

This agreement incorporates Department of Labor (DOL) wage determinations as identified below. Please use the following website to obtain the most current prevailing wage determinations for this requirement: [www.SAM.gov](http://www.SAM.gov).

1. **DOL WAGE DETERMINATION No. 1995-0221, Revision 58**
2. **DOL WAGE DETERMINATION No. 1995-0222, Revision 60**

**EXHIBIT 7**

**AQD-10, AIRPLANE RENTAL AGREEMENT PRICE LIST**

